City of Fayetteville, Arkansas

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

City Council Final Agenda

Tuesday, September 16, 2025

5:30 PM

City Hall Room 219

City Council Members

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

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

Meeting Information:

1. Webinar ID: 819 0361 9962
Public Registration Link: https://us06web.zoom.us/webinar/register/WN_26JY0VrgQy2LVFamN9vnuw#/registration

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 September 2, 2025 City Council Meeting Minutes.

A.2. A resolution to award RFP 25-03 and approve a contract with Partwise, LLC in the amount of $125,000.00 to commission artist David Eaton to create his sculpture "Cambrata" for the Upper Ramble, and to approve a budget adjustment. (2025-1352)

A.3. A resolution to authorize the termination of an agreement with Prime Sanitation for the hauling and disposal of solid waste in the City of Fayetteville. (2025-1553)

A.4. A resolution to award Bid #25-43 and authorize a contract with Kinco Constructors in the amount of $4,697,184.26 for Walker Park Improvements Phase 1; to recognize south east quadrant park land dedication funds in the amount of $613,685.00; to approve a project contingency in the amount of $255,000.00; and to approve a budget adjustment. (2025-1664)

A.5. A resolution to approve a three-year lease agreement with Elite Aircraft Services LLC, d/b/a EAS Flight Training for approximately 1,128 square feet of office space in the Airport Terminal Building for $1,200.00 per month for the first year. (2025-1667)

A.6. A resolution to approve a three-year lease agreement with Skydive Fayetteville, LLC for approximately 833 square feet of office space in the Airport Terminal Building for $1,041.25 per month for the first year. (2025-1668)

A.7. A resolution to approve a three-year lease agreement with Skytime Aviation, LLC for approximately 297 square feet of office space in the Airport Terminal Building for $437.00 per month for the first year. (2025-1670)

A.8. A resolution to approve Amendment #1 to the cost share agreement with Greater Productions, LLC in the amount of $160,729.00 for the installation of sanitary sewer and storm drainage upgrades to serve the Park Hotel and other downtown developments, and to approve a budget adjustment. (2025-1521)

A.9. A resolution to approve a budget adjustment in the amount of $190,000.00 to move funds to the Sales Tax Inventory Items account in the Water & Sewer fund. (2025-1675)

A.10. A resolution to approve Amendment #1 to the contract with Gall's, LLC for the purchase of uniforms, equipment, and quartermaster services. (2025-1480)

A.11. A resolution to establish a Franchise Fee Special Revenue Fund. (2025-1362)

A.12. A resolution to approve a budget adjustment allocating up to $70,000.00 from the Franchise Fee Fund, contingent upon the Salvation Army's successful award of an Emergency Solutions Grant of up to $70,000.00 from the U.S. Department of Housing and Urban Development. (2025-1690)

A.13. A resolution to authorize Mayor Rawn to sign a contract with Serve Northwest Arkansas, Inc. d/b/a New Beginnings NWA for homelessness assistance services for a five-year period in the amount of $150,000.00, and to approve a project contingency in the amount of $15,000.00. (2025-1466)

B. Unfinished Business

C. New Business

C.1. An ordinance levying a tax on the real and personal property within the City of Fayetteville, Arkansas, for the year 2026 fixing the rate thereof at 2.3 mills for General Fund Operations, 0.4 mills for the Firemen's Pension and Relief Fund, 0.4 mills for the Policemen's Pension and Relief Fund, 2.5 mills for Fayetteville Public Library Operations and 1.2 mills for the Fayetteville Public Library Expansion; and certifying the same to the County Clerk of Washington County, Arkansas. (2025-1547)

C.2. An ordinance to approve VAC-25-20 for property located at 322 South Walker Avenue in Ward 1 to vacate 0.03 acres of general utility easement. (2025-1677)

C.3. An ordinance to amend the Holt Village Planned Zoning District in Ward 4 to adopt a new site plan, modify the acreage for Neighborhood Zones A and B, and change the lot width minimum in Neighborhood Zone B. (2025-1683)

C.4. An ordinance to rezone the property described in Rezoning Petition RZN 2025-31 for approximately 9.9 acres located at 3900 West Dinsmore Trail in Ward 1 from NC, Neighborhood Conservation to CS, Community Services. (2025-1684)

C.5. An ordinance to approve a Residential Planned Zoning District entitled PZD-2025-003 for approximately 49.2 acres located on North Raven Lane in Ward 4. (2025-1691)

C.6. An ordinance to annex that property described in Annexation Petition ANX 25-001 submitted by RMP LLP for property located on West Lierly Lane adjacent to Ward 4 containing approximately 19.92 acres. (2025-1673)

C.7. An ordinance to rezone the property described in Rezoning Petition RZN 2025-32 for approximately 19.92 acres located on West Lierly Lane in Ward 4 from R-A, Residential Agricultural to NC, Neighborhood Conservation. (2025-1674)

C.8. An ordinance to rezone the property described in Rezoning Petition RZN 2025-27 for approximately 0.40 acres located at 3070 West Mount Comfort Road in Ward 4 from RSF-4, Residential Single-Family, Four Units Per Acre to NS-G, Neighborhood Services-General. (2025-1685)

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.

Interpreters or Telecommunications Devices for the Deaf (TDD), for hearing impaired are available

for all City Council meetings, a 72-hour advance notice is required. For further information or to request an interpreter, please call 479-575-8330.

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

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2025-1352

MEETING OF SEPTEMBER 16, 2025

TO: Mayor Rawn and City Council

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

FROM: Joanna Bell, Arts and Culture Director—Parks, Natural Resources and Cultural Affairs

SUBJECT: **Approval of Contract to Partwise, LLC and Artist David Eaton for RFP 25-03**

RECOMMENDATION:
Staff recommends the approval of a contract for $125,000 to commission artist David Eaton to create his sculpture "Cambrata" for the Upper Ramble as proposed for RFP 25-03 and the approval of a budget adjustment of $125,000.

BACKGROUND:

The City issued RFP 25-03 for an interactive public art installation designed to enhance community engagement and cultural experience in the Upper Ramble.

DISCUSSION:
After evaluating 12 responses and interviewing with three artists, the selection committee identified Partwise LLC's submission, titled "Cambrata," as the most appropriate proposal aligning with the city's goals for public art activation. Artist David Eaton, propose an immersive, interactive sculptural installation planned to measure 15 feet in diameter and 12 feet tall. Crafted from brake-formed aluminum and finished with a vibrant palette of ten colors, the sculpture draws inspiration from nature's structural forms, such as branching, folding, spiraling, and layering. The sculpture is intentionally designed as a space that can be seen from the park entrances as a beacon and, when approached, visitors can move through the pieces and experience the filtered light and shadow in the curves of the piece. The brake-formed aluminum construction will be uniquely durable for the Upper Ramble site and have a useful life of 25 years or more, as such long term maintenance and upkeep will be minimal and the construction will allow for modular repairs if required.

BUDGET/STAFF IMPACT:
The project will be financed through the use of park development funds in GL 2250.520.9255-5315.00 and requires the approval of a budget adjustment in the amount of $125,000 to the public art project 24009.1.

ATTACHMENTS: 3. Staff Review Form, 4. Budget Adjustment, 5. Art Commission Contract - Signed by Partwise

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

File #: 2025-1352

A RESOLUTION TO AWARD RFP 25-03 AND APPROVE A CONTRACT WITH PARTWISE, LLC IN THE AMOUNT OF $125,000.00 TO COMMISSION ARTIST DAVID EATON TO CREATE HIS SCULPTURE "CAMBRATA" FOR THE UPPER RAMBLE, AND TO APPROVE A BUDGET ADJUSTMENT

WHEREAS, the City issued RFP 25-03 for an interactive public art installation designed to enhance community engagement and cultural experience in the Upper Ramble; and

WHEREAS, after evaluating 12 responses and interviewing three artists, the selection committee identified Partwise LLC's submission as the most appropriate proposal aligning with the city's goals for public activation; and

WHEREAS, the sculpture is planned to measure 15 feet in diameter, 12 feet tall, and will be crafted from brake-formed aluminum that will have a useful life of 25 years or more, making upkeep minimal; and

WHEREAS, the sculpture is designed as a space that can be seen from the park entrances as a beacon that visitors can move through as well.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby awards RFP 25-03 and authorizes Mayor Rawn to sign a contract with Partwise, LLC in the amount of $125,000.00 to commission artist David Eaton to create his sculpture "Cambrata" for the Upper Ramble.

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

2025-1352

Item ID

9/16/2025

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

Joanna Bell	8/26/2025	PARKS & RECREATION (520)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

Staff recommends the approval of a contract for $125,000 to commission artist David Eaton to create his sculpture "Cambrata" for the Upper Ramble as proposed for RFP 2025-03 and the approval of a budget adjustment of $125,000.

Budget Impact:

2250.520.9255-5315.00	Park Development
Account Number	Fund
24009.1	Public Art Commission, Misc.
Project Number	Project Title

Budgeted Item?	Yes	Total Amended Budget	$	181,000.00
		Expenses (Actual+Encum)	$	118,082.00
		Available Budget	$	62,918.00
Does item have a direct cost?	Yes	Item Cost	$	125,000.00
Is a Budget Adjustment attached?	Yes	Budget Adjustment	$	125,000.00
		Remaining Budget	$	62,918.00

V20221130

Purchase Order Number: _____

Previous Ordinance or Resolution # _____

Change Order Number: _____

Approval Date: _____

Original Contract Number: _____

Comments:

City of Fayetteville, Arkansas - Budget Adjustment (Agenda)

Budget Year	Division /Org2	Adjustment Number
2025	PARKS & RECREATION (520)	
	Requestor: Alison Jumper	

BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION:

Staff recommends the approval of a contract for $125,000 to commission artist David Eaton to create his sculpture "Cambrata" for the Upper Ramble as proposed for RFP 2025-03 and the approval of a budget adjustment of $125,000.

COUNCIL DATE: 9/16/2025

ITEM ID#: **2025-1352**

Holly Black
8/27/2025 12:11 PM

Budget Division Date

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

JOURNAL #:

GLDATE:

RESOLUTION/ORDINANCE

CHKD/POSTED: /

v.2025721

TOTAL	125,000	125,000				
	Increase / (Decrease)		Project.Sub#			
Account Number	Expense	Revenue	Project	Sub.Detl	AT	Account Name
2250.520.9255-5315.00	125,000	-	24009	1	EX	Contract Services
2250.520.9250-4999.99	-	125,000			RE	Use Fund Balance - Current
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
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CITY OF
FAYETTEVILLE
ARKANSAS

CONTRACT FOR THE COMMISSION OF PUBLIC ART

THIS AGREEMENT, dated as of_____, is made by and between the City of Fayetteville, an Arkansas municipal corporation (the "City"), and David Eaton/ Partwise LLC the "Artist").

WHEREAS, the City has allocated funds for the acquisition of artwork (the "Work") to be installed in the Upper Ramble and

WHEREAS, a request for proposal was issued by the City and the City selected the proposal submitted by Artist.

NOW THEREFORE, the parties mutually agree as follows:

1. **Description of the Artwork.** *See Exhibit A*

2. **Location.** The art garden area in the Upper Ramble, at the southwest corner of the intersection of the fountain promenade and the Greenway diagonal pathway.

3. **Changes in Design.** The Artist shall create the Work in accordance with the proposed and approved design. Recognizing that the change in scale from sketch to full scale may require adjustments, the Artist has the right to make minor changes in the Work that are structurally and aesthetically necessary. Any change in scope, design, or material that significantly alters the original and approved concept and design of the Work or affects installation, scheduling, site preparation, location or maintenance for the Work shall require the prior review and written approval of the City. Approval of the design shall be in writing addressed to Artist.

4. **Site Preparations** The City shall be responsible for engaging and compensating a qualified contractor, separate from this Agreement, to perform site preparation and install the sculpture footing in accordance with the Artist's approved specifications. The Artist shall provide detailed footing design documents, including stamped engineered drawings, dimensions, materials, and load requirements, to the City. The City's contractor shall coordinate with the Artist to ensure the footing installation

meets all design tolerances and is completed prior to scheduled artwork delivery. The Artist shall be available for consultation during footing installation to verify compliance with specifications. The City shall ensure the footing is complete and ready for artwork installation by the agreed upon delivery date.

5. **Price.** As payment for the services of the Artist and for the completed Work, the City will pay the Artist a total of $125,000. This shall constitute full compensation from the City to the Artist for all costs incurred in the design and creation of the Work, including, but not limited to fees, materials, labor of the Artist and the Artist's assistants applicable to this project, and any costs incurred by the Artist for installation of the Work at the Site.

6. **Payment.** As such, compensation is structured as a not-to-exceed fee, with billing to be completed on a phase-complete basis. Each billing shall be completed after each phase is complete; Contract Execution, Phase 1, Phase 2, and Phase 3 of project completion. Additional services requested that fall outside the scope of this project shall be provided on amutually agreed schedule and price. A completed IRS Form W-9 must be provided to the City prior to any payment being issued.

7. **Installation and Time Schedule.** The Artist will coordinate all Site preparation, installation plans, and timetables with the City. The Artist shall complete installation of the work by March 31, 2026.

8. **Official Acceptance.** Final payment to the Artist may not occur until the City has accepted the Work. Such acceptance by the City may occur only after the Artist has complied with all of Artist's obligations hereunder. The City will examine the final installed Work and take official ownership by sending a letter of acceptance of the Work to the Artist.

9. **Insurance** Partwise shall furnish a certificate of insurance addressed to the City of Fayetteville within ten (10) calendar days after contract finalization, presenting insurance which shall be maintained throughout the term of the Contract in compliance with the terms of RFP 25-03. If applicable, Partwise shall require any subcontractor to provide insurance. In the event any employee engaged in work on the project under this contract is not protected under Worker's Compensation insurance, Partwise shall provide and shall cause each subcontractor to provide adequate employer's liability insurance for the protection of such of their employees are not otherwise protected. Worker's Compensation coverage shall be applicable with state law.
   Partwise shall carry the following coverages, at minimum:

1. Worker's Compensation Insurance – Statutory Amount
2. Automotive Insurance covering all vehicles and trailers, if applicable
3. General Liability - $1,000,000 each occurrence. Certificates of Insurance shall list the City of Fayetteville as an additional insured. Listing the CITY as a Certificate Holder only is NOT an acceptable substitute. Certificates of Insurance must include the endorsement(s) showing the City of Fayetteville listed as an additional insured.

10. **Artist as Independent Contractor.** The Artist agrees to perform all work and services under this Agreement as an independent contractor and not as an agent or employee of the City. Any and all employees of the Artist engaged in the performance of any work or services required by the Artist under this Agreement shall be considered employees of the Artist only. The Artist shall furnish all supervision, labor, supplies, materials, insurance, and other incidentals needed to complete this Agreement.

11. **Public Notice.** The City shall list the artwork description as supplied during the proposal process to be displayed on the City website. The artist is also allowed to sign the artwork for recognition.

12. **Warranties.** The Artist warrants that the Work is the original product of the Artist's own creative efforts. The Artist also warrants that the Work is unique and that the Work or a duplicate thereof has not been accepted for sale elsewhere, unless, as stipulated to the City at the time this Agreement is signed, the Work is known by the City as one of a limited edition.

    The Artist warrants that the execution and fabrication of the Work will be performed in a professional manner and that the Work, as fabricated and installed, will be free of defects in material and quality, including any defects consisting of "inherent vice" or qualities which cause or accelerate deterioration of the Work.

    The Artist warrants that reasonable maintenance of the Work will not require procedures substantially in excess of those described in the maintenance instructions submitted in the proposal for the Work previously approved.

13. **Assignment of Work.** The Work and services required of the Artist under this Agreement are personal and shall not be assigned, sublet, or transferred. This shall not prohibit the Artist from employing or subcontracting qualified personnel who shall work directly under the Artist's supervision.

14. **Indemnity and Liability.** The Artist does release and agree to save and hold

harmless the City, and its officers, officials, members, agents, and employees from any and all causes of action, suits in law of equity, or demands or claims, or from any liability of any nature arising out of the construction and creation of the Work and from any obligations made by the Artist or the Artist's agents and/or employees. All risks for damages, theft, vandalism, and Acts of God to the Work are the responsibility of the Artist during any and all operations, In case of accident to, or destruction, or damage to the Work while the Work is being created, by or on behalf of the Artist, the Artist shall re-fabricate the Work under the same terms and conditions as set forth in this agreement. The Artist shall be responsible for all damage, claims, and liability arising from, growing out of damages caused by the Artist or the Artist's employees or claims that may occur as a result of the Artist's breach of warranties provided in Section 12.

15. **Compliance with Laws.** The Artist shall observe and comply with all applicable statutes, orders, ordinances and regulations of the City, the County of Washington, the State of Arkansas, the federal government and any other governmental authority having jurisdiction over the site or the Work.

16. **Copyright.** The Artist hereby transfers to the City every right available to the Artist in common law, under the Federal Copyright Act, or other applicable state or federal law, and all other rights in and to the work. The City shall have the right to reproduce photographically or mechanically the Work for marketing, and publication, without written agreement of the artist. All reproductions of the Work by the City shall contain a credit to the Artist. The City agrees that Artist may use photographs of the Work for purposes of advertising and promotion, or inclusion in publications about Artist or Artist's works. The Artist agrees to give credit in the following form: "Original owned by City of Fayetteville, Arkansas" in any public showing of any reproductions or photographs of the Work.

17. **Alteration of the Work.** The City agrees that it will not intentionally alter, modify, or change the Work without the prior written approval of the Artist. If any changes, alterations or modifications occur to the Work after it has been completed and installed, including any change in the interrelationship or relative locations of parts of the Work, the Work will no longer be represented as the Work of the Artist upon receipt of a written request to that effect from the Artist.

    Nothing in this section shall preclude any right of the City to: 1) remove the Work from

public display or 2) destroy the Work. Artist hereby expressly waives all moral rights as defined by the Visual Artists Rights Act, 17 U.S.C. § 106A, to the Work.

18. **Durability, Maintenance and Repair:** The artwork commissioned under this agreement is expected to maintain its visual integrity and quality for an anticipated useful life of at least twenty years, during which it will be exposed to normal environmental conditions. The City shall consult with the Artist regarding any necessary repairs or restoration of the artwork throughout its expected life. The Artist agrees to cooperate with the City in these efforts to perform necessary repairs and restorations during the term of this Agreement. Beyond the twenty-year period, the City may, at its discretion, remove or restore the work in accordance with the public art policies regarding maintenance and deaccession at the time of that evaluation.

19. **Relocation.** The Work shall be placed on the Site designated in Section 2 of this Agreement. Should the Site prove to be unacceptable or unavailable to the City after the signing of this Agreement, an alternative site may be chosen by the City.

20. **Termination.** In the event this Agreement is terminated by the City for any reason, the Artist shall be entitled to a final payment or settlement in an amount equal to the percentage of the Work completed at the time the Agreement is terminated as determined by mutual agreement between the City and the Artist. The Artist shall deliver to the City the Work in whatever form it exists at the time of termination, which shall then become the property of City for use without restriction, except that it shall not be represented to be the completed Work of the Artist.

21. **Modifications of this Agreement.** No alterations, changes or modification of the terms of this Agreement shall be valid unless made in writing and signed by all parties hereto.

22. **No Waiver.** No failure to exercise and no delay in exercising, any right, power, or remedy hereunder on the part of the City or Artist shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or remedy preclude any other or further exercise thereof or the exercise of any other right, power, or remedy. No express waiver shall affect any event or default other than the event or default specified in such waiver, and any such waiver, to be effective, must be in writing and

shall be operative only for the time and to the extent expressly provided by the City or Artist therein. A waiver of any covenant, term, or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term, or condition.

23. **Controlling Law and Venue.** This Agreement shall be subject to, interpreted and enforced according to the laws of the State of Arkansas. Jurisdiction and venue for any dispute shall be the Circuit Court of Washington County, Arkansas.

24. **Entire Agreement.** This Agreement represents the entire agreement between City and Artist.

IN WITNESS WHEREOF, the undersigned hereunto set their hands and seals, this ___ day of _____, 2025.

ARTIST

APPROVED:

By: _____
David Eaton, Partwise LLC, Artist

Date: 8/26/2025

CITY OF FAYETTEVILLE

APPROVED:

By: _____
Molly Rawn, Mayor

Date: _____

ATTEST:

By: _____
Kara Paxton, City Clerk/Treasurer

RFP 25-03, Interactive Art Feature

Exhibit A – Scope of Work & Fees

Partwise will oversee and manage the design, development, and installation of an interactive art feature in the Upper Ramble in Fayetteville, Arkansas. The art feature will enhance a part of the Cultural Arts Corridor, supporting community engagement and interaction through public art.

Deliverables

Contract Execution

Contract approved by Fayetteville City Council and PO issued.

Fee upon contract execution: $10,000

Phase 1: Design, Engineering

Deliverables:

1. Concept Presentation and Approval
    a. Present the fully developed sculptural concept "Cambrata" to the Fayetteville Arts Council for formal approval.
    b. Incorporate any feedback from the Arts Council into final design refinements.
2. Engineering and Technical Specifications
    a. Develop full engineering documentation, structural calculations, and material specifications for the proposed aluminum structure.
    b. Finalize footing and foundation designs with stamped engineered approvals and coordinate with the city selected foundation construction team.
    c. Outline site preparation and installation requirements clearly.
3. Timeline and Budget
    Create a refined timeline for the fabrication and installation phases based on approved design specifications that adheres to initial budget.

Fee for Phase 1: $45,000

Phase 2: Fabrication

Deliverables

1. Detailed Fabrication Documentation
    a. Deliver comprehensive fabrication drawings and specifications for brake-formed aluminum components.
    b. Source and confirm availability of required materials and finishes, including paint.
2. Fabrication Management
    a. Oversee the fabrication process, ensuring quality and accuracy to the approved specifications.

    b. Coordinate logistics for shipping and temporary storage solutions.
3. Maintenance Documentation
    a. Prepare a draft of a comprehensive maintenance manual outlining materiality and recommended practices for ongoing care of the sculpture.
4. Final Delivery and Date
    a. Plan logistics for delivery and installation including artist travel, shipping, and related logistics.
    b. Confirm ship dates and arrival for the sculpture and installation logistics including , interfacing with city staff, park maintenance team, and city selected construction firm for footing/foundation.

Fee for Phase 2: $45,000

Phase 3: Installation

Deliverables:

1. Installation Planning and Coordination
    a. Coordinate site preparations, ensuring necessary equipment and permits are secured.
    b. Oversee delivery of the fabricated sculpture components to the site.
2. On-Site Installation
    a. Direct the on-site assembly and installation of the "Cambrata" sculpture, ensuring adherence to engineering specifications and quality standards.
    b. b. Coordinate and manage local contractors and installation teams, including scheduling and supervision.
3. Final Inspection and Documentation
    a. Conduct a thorough inspection and finalize installation documentation, certifying the structural integrity and artistic fidelity of the installation.
    b. Update and finalize maintenance manual

Fee for Phase 3: $25,000

Total Project Budget: $125,000 covering all three phases

Broad Timeline:

Phase 1: August 15, 2025– October 20, 2025

Phase 2: November 1, 2025 – January 10, 2026

Phase 3: January 11, 2026 – March 31, 2026

Exhibit B

RFP 25-03 Addendum 2
Partwise Art
Partwise llc
Supplier Response

Event Information

Number: RFP 25-03 Addendum 2
Title: Interactive Art Feature
Type: Request for Proposal
Issue Date: 3/9/2025
Deadline: 4/3/2025 02:00 PM (CT)
Notes: The City of Fayetteville, Arkansas, is seeking proposals for a new public art installation in the Upper Ramble. Any questions regarding this RFP shall be directed to Amanda Beilfuss, City of Fayetteville Sr. Purchasing Agent at abeilfuss@fayetteville-ar.gov or (479) 575-8220.

Contact Information

Contact: Amanda Beilfuss
Address: Purchasing
City Hall
Room 306
113 W. Mountain St.
Fayetteville, AR 72701
Email: abeilfuss@fayetteville-ar.gov

Partwise Art Information

Contact: David Eaton
Address: 5212 Delridge Way SW, Unit B
Seattle, WA 98106
Phone: (303) 641-3976
Email: david@partwise.art
Web Address: partwise.art

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

David Eaton
Signature

david@partwise.art
Email

Submitted at 4/1/2025 07:45:11 PM (CT)

Requested Attachments

RFP 25-03, Interactive Art Feature

20250401_DavidEaton_Public_Art.pdf

Please attach the signed and completed RFP form, located in the 'Attachments' tab, along with proposal.

Bid Attributes

1	**Check Yes or No:** Pursuant Arkansas Code Annotated §25-1-503, the Contractor agrees and certifies that they do not currently boycott Israel and will not boycott Israel during any time in which they are entering into, or while in contract, with any public entity as defined in §25-1-503. If at any time during contract the contractor decides to boycott Israel, the contractor must notify the contracted public entity in writing. ☑ Yes, I agree ☐ No, I don't agree
2	**Check Yes or No:** Pursuant Arkansas Code Annotated §25-1-1002, the Contractor agrees and certifies that they do not currently boycott Energy, Fossil Fuel, Firearms, and Ammunition Industries during any time in which they are entering into, or while in contract, with any public entity as defined in §25-1-1002. If at any time during the contract the contractor decides to boycott Energy, Fossil Fuel, Firearms, and/or Ammunition Industries, the contractor must notify the contracted public entity in writing. ☑ Yes, I agree ☐ No, I don't agree
3	**Addendum Acknowledgement** By selecting "I agree", you acknowledge that you have read all addendum(s) that have been issued for this solicitation, if applicable. ☑ I agree

PARTWISE ART
founded by DAVID EATON
Upper Ramble, Fayetteville, AR

Interest, Philosophy, Qualifications and Statement

My work is centered on creating immersive sculptural environments that transform the way people experience public space. These are not static objects, but living spaces—walkable forms that invite exploration, curiosity, and reflection. Whether stepping inside, wandering through, or engaging in spontaneous play, visitors are encouraged to interact in ways that are intuitive, open-ended, and meaningful.

I believe public art can be more than a visual landmark—it can be a catalyst for presence. In fast-moving environments where time is compressed and attention scattered, these sculptural works offer an opportunity to pause, to breathe, and to reconnect with something larger than the moment. Inspired by nature's structural logic—branching, folding, spiraling, layering—I design forms that echo the rhythms of the natural world. These multiscalar geometries draw from both the vast and the intimate, inviting people to experience space through motion, light, and material.

Throughout my career, I have worked at the intersection of art, architecture, and fabrication to bring complex and expressive geometries into the public realm. As Director at THEVERYMANY with Marc Fornes, I helped lead the office's transition into large-scale public art, guiding the design and realization of internationally recognized projects such as The Chrysalis, a community-funded amphitheater adjacent to Frank Gehry's Merriweather Post Pavilion. In that role, I oversaw design development, structural coordination, code compliance, digital fabrication, prototyping, and on-site installation—ensuring that the conceptual power of the work was matched by its physical clarity and constructability.

I also served as the sole Geometry Specialist in Santiago Calatrava's New York office, contributing to both public and private art projects, including the UAE Pavilion for Expo Dubai. There, I worked closely on design development, fabrication logic, and structural refinement. At NBBJ, I led geometry and computational design on the Amazon Helix, aligning the project's iconic form with engineering systems, fabrication workflows, and experiential performance.

This project continues my commitment to creating public artworks that are both architecturally expressive and experientially rich. It presents an opportunity to expand this approach within a new spatial and cultural context—one where art doesn't simply occupy space, but activates it. The proposed sculpture is not an object to walk around, but one to move through—creating layered encounters with light, form, and shadow. It offers moments of discovery and reflection, encouraging visitors to slow down and find unexpected connections with the environment and with one another.

At its core, my practice is about making the everyday extraordinary. By transforming open space into an experience of wonder and engagement, public art has the power to shift how we relate to the world around us. This project is a chance to bring that vision to life—creating a lasting, interactive landmark that invites people of all ages to explore, reflect, and reconnect through art



Cambrata

Upper Ramble, Fayetteville, AR

2025

Painted (10 Colors), Brake Formed Aluminum

15′ Diameter, 12′ Height



Etymology: From Latin “cambratus”, meaning “arched” or “bent gracefully.” Commonly used in ballet to describe an elegant backward arch of the torso — derived from the French cambré, itself rooted in Latin camur (“curved, bent”).

Design, Engineering

$25,000

Fabrication

$80,000

Installation

$20,000



T. 303.641.3976

5212 DELRIDGE WAY SW UNIT B, SEATTLE, WA 98106

DAVID@PARTWISE.ART

DAVID EATON

Partwise Art

Founder

Founded Art, Architecture and Design Practice. Persueing Public Art exploring the intersection of Experiential Spacemaking expressed through Biomimetic Structural Formfinding and Novel Assembly Tectonics.

- Applied Computational Research for Multi-Scalar Design to Production Workflows for Complex Geometry.

NBBJ Architects

Studio Design Computation Leader

2019 - 2023

Facade BIM and Documentation, Maintain Interoperability, Rationalize Complex Geometry, Analysis, Energy Model Preparation, Internal and External Workshops in Rhino & Revit, Reviewing Emergent Technologies for Novel Workflows, Maintain/Extend/ Develop Computational tools, attended industry Conferences and Hackathons.

- Research into Vertically Integrated BIM and ways to bridge gaps in Design through Production
- AR / VR Research for Marketing, Geolocation, Model Building & Construction
- Several Proposal Wins with Notable Clients including Microsoft, Amazon and Seagen
- Recruited Top Talent from Conferences

SELECT ARCHITECTURE



Amazon HQ2 - Washington D.C.

2,800,000sf of Office Space & Amenities

Client: Amazon.com, Inc.
Completion Date: ON-HOLD
Cost: $2.5b USD

Role: Computational Design Team Lead, Systemically Influenced Parameterization of Design Language with Rationalized Complex Geoemetry including, Facade, Structure & Form. Design to BIM Workflows, Documentation & Consultant Coordination.
Phase: Schematic Design, Design Development & Construction Documentation

Santiago Calatrava Architects

Fabrication & Computational Design Architect

2015 - 2019

Parametric and Mechanical Complex Modeling, functioned as Project Architect, Rationalized and Ported Geometry into BIM. Parametric Optimization of Program, Fabrication, Material and Photovoltaics, Collaborated daily with Zurich and Dubai, Numerous Competitions, Consulted Fabrication Lab on construction of private & public art

SELECT ARCHITECTURE



Collaborative Architecture Laboratory

Principal in startup firm of Gabriel Calatrava

- Set up Technical Foundation for business management
- Predictive Urban Development Research in ArcGIS
- Volumetric Force-Flow Oriented-Truss Research

Flagship Pavilion at EXPO 2021 - SCA - Dubai, UAE

15,000sm Exhibition Space with Operable Wings revealing Photovoltaics

Client: The UAE National Media Council
Completion Date: 2021

Role: Parametric Roof Geometry & Rationalization, Mechanics, Photovoltaic Optimization& Documentation
Phase: Schematic Design, Design Development, Construction Documentation Coordination

SELECT PUBLIC ART



Park Ave. Series - SCA - New York, NY

Progressively Resized Arch and Interplay of Tension and Compression Members

Role: Parametric Consultant

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DAVID@PARTWISE.ART

Theverymany
Director

2012 - 2015

Firm research direction, Studio design lead, office/project manager. Developed custom code library for structural form finding and surface discretization, fabrication production optimized for assembly and installation logistics, empirical development through iterative prototyping, construction documentation, hiring and business direction.

- Competed throughout the globe with a success rate of 75%
- Aided in the increase in project scale by an order of magnitude
- Numerous publications spanning industry leading digital and print design media.
- Successfully produced 13 public art and 3 architecture projects, in some cases assembled and installed
- Multi award winning projects as design lead

SELECT ARCHITECTURE



Chrysalis Amphitheatre - Columbia, MD

5000sf open air Amphitheatre, Computationally derived catenary shell, supports crowd of 12,000, Annex theater to Frank Gehry's Merriweather Post Pavilion, 60,000lbs of lighting load

Client: Inner Arbour Trust
Cost: $6.6 Million USD
Completion Date: 2017
Role: Lead Computational Designer, Project Manager
Phase: Conceptual Design through Construction Documentation

SELECT PUBLIC ART



Pleated Inflation - Argeles, FR

Pleated Self-Structural Catenary Shell, Public Art

Cost: $400k USD
Completion Date: 2015
Role: Lead Designer, Project Manager, Production



Vaulted Willow - Edmonton, Alberta, CA

Self-structural, Computationally Derived Catenary Shell

Client: Edmonton Arts Council
Cost: $200k USD
Completion Date 2014
Role: Lead Designer, Project Manager, Production



Spineway - San Antonio, TX

Self-structural, Computationally Derived Catenary Box-Beam

Client: City of San Antonio
Cost: $350k USD
Completion Date: 2015
Role: Lead Designer, Project Manager, Production

SELECT INSTALLATION



Atelier Calder - Sache, FR

Self-structural Networked Shell, Art Installation, Temporary Installation at Calder Workshop, Permanent Installation at Le Frak Centre in Lyon, FR

Client: Atelier Calder
Completion Date: 2012
Role: Lead Designer, Project Manager, Fabrication Production, Installation

References

Gabriel Calatrava - project UAE Pavilion at Expo
Owner, Collborative Architecture Lab, gabriel@cal.nyc 646.460.1856

Brian Markham - engineer for project Chrysalis
Seattle Office Leader, ARUP, brian.markham@arup.com o:206.493.2208 m:917.915.7904

Will Laufs - art engineer for Theverymany
Owner, Laufs Engineering Design, w.laufs@laufsed.com 212.529.3905

Brian McCutcheon - fabricator for project Spineway
Owner, Ignition Arts, brian@ignitionarts.com 317.363.0440

Joe Riche - fabricator for project Willow
Owner, Demiurge, joe.riche@demiurgedesign.com 303.292.1011

Awards & Galleries

Santiago Calatrava Architects

UAE Pavilion at EXPO - Dubai, UAE
2021 | Architectural Digest Design Awards - Winner Architecture Category

Marlborough Gallery - New York City, NY
Progressively Resized Arch and Interplay of Tension and Compression Members

Theverymany

Chrysalis Amhitheater - Columbia, MD, USA
2014 | WAN 21 for 21 award

Vaulted Willow - Edmonton, Canada
2015 | Edmonton Design Awards in the category of Urban Fragments

2015 | Americans for the Arts Year in Review

2015 | CODA Public Spaces Merit

Under Stress - Rennes, France
2014 | Best Project Award ACADIA

Double Agent White - Sache, Frqance
Co-production: Atelier Calder / FRAC Centre

2012 | Architizer Jury A+ Award: Pop-Up & Temporary

Moved to perminant installation at FRAC Centre in Lyon, France.

Hyparbole

Fine Arts Center of Rhode Island
Providence, RI

2017

Formed and Painted Aluminum
$250,000
20'h 25'd 25'w

Lead Designer, Project Manager, Production



A school entrance gateway in the form of a pleated triple hypar. A subtle green gradient hides a turqu0ise jewel to be discovered inside.



Vaulted Willow

Borden Park
Edmonton, Alberta CA

2014

Formed and Painted Aluminum
$200,000
20'h 22'd 22'w

Lead Designer, Project Manager, Production



Relive the wonders of your youth through this exploratory whimsical form. Hide and seek meet Dr. Suess.



Pleated Inflation

Argeles-Sur-Mer, France

2015

Formed and Painted Aluminum
$400,000
21'h 46'd 33'w

Lead Designer, Project Manager, Production

Doubling as a beacon and an assembly amphitheater, this piece explores subtle gradient transforms both in color and porosity. Ephemeral shadow play completely envelopes visitors within the textural canopy.





Spineway

San Antonio, TX

2016

Formed and Painted Aluminum
$350,000
20'h 63'd 26'w

Lead Designer, Project Manager, Production

A neighborhood beacon for park visitors. Encouraging exploration of natural forms.





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Under Stress

Inria Institute
Rennes, France

2014
Painted Aluminum
$60,000
20'h 26'd 15'w
Design, Management, Production & Installation



For this digital science and technology school, a piece demonstrating stress flows through part orientation using the power of digital fabrication and strength of minimal surfaces to resonate with the school's mission.



Double Agent White

Atelier Calder
Sache, France

2012
Painted Aluminum
$20,000
12'h 18'd 22'w
Design, Management, Production & Assembly



A fellowship at world renown Alexander Calder workshop. This was a first exploration into spacemaking with minimal surfaces.



Situation Room

Storefront for Art & Architecture

2014

Painted Aluminum
$30,000
10'h 60'd 20'w

Design, Management, Production & Assembly



Peeking through operable concrete panels, reveals an other-world experience, drawing you in through a visual and auditory soundscape.



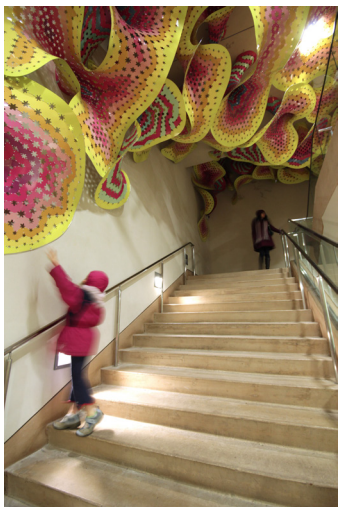
Chromatae

Denver Botanic Gardens, CO

2012

Painted Aluminum
$50,000
14'h 19'd 12'w

Management, Production & Installation



Resonating with the flora of the gardens this piece engages visitors as they proceed throughout the arboretum. The work emerges as one ascends the stairs, migrating into the landing skylight to provide a moment of reflection between exhibits.



City of Fayetteville, Arkansas
Purchasing Division – Room 306
113 W. Mountain
Fayetteville, AR 72701
Phone: 479.575.8256

TDD (Telecommunication Device for the Deaf): 479.521.1316

RFP (REQUEST FOR PROPOSAL)

Request for Proposal: RFP 25-03, Interactive Art Feature

DEADLINE: Thursday, April 3, 2025 before 2:00 PM, local time
PROCUREMENT DIRECTOR: Amanda Beilfuss, abeilfuss@fayetteville-ar.gov
DATE OF ISSUE AND ADVERTISEMENT: 03/09/2025

REQUEST FOR PROPOSAL
RFP 25-03, Interactive Art Feature

No late proposals shall be accepted. RFPs shall be submitted through the City's third-party electronic bidding platform or by submitting a sealed physical proposal to the City of Fayetteville, Purchasing Division at the below location.

City of Fayetteville
Purchasing Division – Room 306
113 West Mountain Street
Fayetteville, AR 72701

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

The undersigned hereby offers to furnish & deliver the articles or services as specified, at the prices & terms stated herein, and in strict accordance with the specifications and general conditions of bidding, all of which are made a part of this offer. This offer is not subject to withdrawal unless upon mutual written agreement by the Proposer/Bidder and City Procurement Director.

City of Fayetteville, AR
Request for Proposal
RFP 25-03, Interactive Art Feature

The City of Fayetteville, Arkansas, is seeking proposals for a new public art installation in the Upper Ramble. Any questions regarding this RFP shall be directed to Amanda Beilfuss, City of Fayetteville Procurement Director, at abeilfuss@fayetteville-ar.gov or (479) 575-8220.

Solicitation documents and addenda shall be obtained at the City of Fayetteville Purchasing Division's electronic bidding platform at www.fayetteville-ar.gov/bids. All proposals shall be received by **Thursday, April 3, 2025 before 2:00 PM, Local Time** utilizing the electronic bidding software or by submitting a sealed physical proposal to the City of Fayetteville, Purchasing Division. All proposals are due before the time stated. No late proposals shall be accepted. Submitting electronically is strongly encouraged. The City of Fayetteville shall not be responsible for lost or misdirected proposals, or for failure of proposer's technical equipment.

All interested parties shall be qualified to do business and licensed in accordance with all applicable laws of the state and local governments where the project is located. Proposers shall have a current, valid registration with the Arkansas Secretary of State at time of RFP deadline OR be able to provide proof of registration before recommendation of award to Fayetteville City Council.

The City of Fayetteville reserves the right to reject any or all Proposals and to waive irregularities therein, and all parties agree that such rejection shall be without liability on the part of the City of Fayetteville for any damage or claim brought by any interested party because of such rejections, nor shall any interested party seek any recourse of any kind against the City of Fayetteville because of such rejections. The filing of any Statement in response to this invitation shall constitute an agreement of the interested party to these conditions.

City of Fayetteville
By: Amanda Beilfuss, Procurement Director
P: 479.575.8220 abeilfuss@fayetteville-ar.gov
TDD (Telecommunications Device for the Deaf): (479) 521-1316
Date of advertisement: 03/09/2025
This publication was paid for by the Purchasing Division of the City of Fayetteville, Arkansas.
Amount paid: $XXX.XX

1. SUBMISSION OF A PROPOSAL SHALL INCLUDE:
   Each proposal shall contain the following at a minimum. Proposer must also address detailed requirements as specified in the Scope of Work.

   a. A written narrative describing the method or manner in which the Proposer proposes to satisfy requirements of this RFP in the most cost-effective manner. The term Proposer shall be in reference to a firm or individual responding to this solicitation.

   b. A description of the Proposer's experience in providing the same or similar services as outlined in the RFP. This description should include the names of the person(s) who will provide the services, their qualifications, and the years of experience in performing this type of work. Also, include the reference information requested in this RFP.

   c. The complete fee and cost to the City for all services outlined in this RFP.

   d. Statement should be no more than twenty-five (25) pages; single sided, standard, readable, print on standard 8.5x11 documents. Proposers shall also submit a three (3) page (maximum) executive summary. The following items will not count toward the twenty-five page limitation: appendix, cover sheet, 3-page executive summary, resumes (resumes shall be no more than 1 page per person), and forms provided by the City for completion.

      i. Submitting and responding to this RFP: Proposals shall be prepared simply and economically, providing a straightforward, concise description of its ability to meet the requirements for the project. Fancy bindings, colored displays, and promotional material are not required. Emphasis should be on completeness and clarity of content. All documents physically submitted should be typewritten on standard 8 ½" x 11" white papers and bound in one volume. Exceptions would be schematics, exhibits, one-page resumes, and City required forms. Limit proposal to twenty-five (25) pages or less, excluding one-page team resumes, references, and forms required by the City for completion. All proposals shall be sealed upon delivery to the City of Fayetteville.

         1. Option 1 –Electronic Submittal (***strongly encouraged***): Proposers can go to www.fayetteville-ar.gov/bids and follow the prompts to submit a proposal within the electronic bidding platform. If a proposal is submitted electronically, a physical submission is not necessary. All Proposers must register in order to be able to submit. There is no fee for registration.

         2. Option 2 – Physical Submittal: All Proposers shall submit one (1) original copy of their proposal as well as one (1) electronic copy on a properly labeled USB or other electronic media device. The electronic copy submitted shall be contained into one single electronic file and shall be identical to the hard copies provided. The use of Adobe PDF documents is strongly recommended. Files contained on an USB or electronic media shall not be restricted against saving or printing. Electronic copies shall not be submitted via e-mail to

City employees by the Proposer and shall be provided to the City in a sealed manner. FedEx, UPS, USPS, or other packages should be clearly marked with the RFP number on the outside of the mailing package.

e. Proposals will be reviewed following the stated deadline, as shown on the cover sheet of this document. Only the names of Proposer's will be available after the deadline until a contract has been awarded by the Fayetteville City Council. All interested parties understand proposal documents will not be available until after a valid contract has been executed.

f. Proposers shall submit a proposal based on documentation published by the Fayetteville Purchasing Division.

g. Proposals must follow the format of the RFP. Proposers should structure their responses to follow the sequence of the RFP.

h. Proposers shall have experience in work of the same or similar nature and must provide references that will satisfy the City of Fayetteville. Proposer shall furnish a reference list of clients for whom they have performed similar services and must provide information as requested in this document.

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

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

2. WRITTEN REQUESTS FOR INTERPRETATIONS OR CLARIFICATION:

No oral interpretations will be made to any firms as to the meaning of specifications or any other contract documents. All questions pertaining to the terms and conditions or scope of work of this proposal must be sent in writing via e-mail to the Purchasing Department. Responses to questions may be handled as an addendum if the response would provide clarification to the requirements of the proposal. All such addenda shall become part of the contract documents. The City will not be responsible for any other explanation or interpretation of the proposed RFP made or given prior to the award of the contract.

3. DESCRIPTION OF SUPPLIES AND SERVICES:

Any manufacturer's names, trade name, brand name, catalog number, etc. used in specifications are for the purpose of describing and establishing general quality levels. Such references are NOT intended to be restrictive. Proposals shall be considered for all brands that meet the quality of the specifications listed for any items.

4. RIGHTS OF CITY OF FAYETTEVILLE IN REQUEST FOR PROPOSAL PROCESS:

In addition to all other rights of the City of Fayetteville, under state law, the City specifically reserves the right to the following:

a. The City of Fayetteville reserves the right to rank firms and negotiate with the highest-ranking firm. Negotiation with an individual Proposer does not require negotiation with others.

b. The City of Fayetteville reserves the right to select the proposal it believes will serve the best interest of the City.

c. The City of Fayetteville reserves the right to accept or reject any or all proposals.

d. The City of Fayetteville reserves the right to cancel the entire request for proposal.

e. The City of Fayetteville reserves the right to remedy or waive technical or immaterial errors in the request for proposal or in proposals submitted.

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

g. The City of Fayetteville reserves the right to make selection of the Proposer to perform the services required on the basis of the original proposals without negotiation.

h. The City reserves the right to ask for a best and final offer from one or more Proposers. The best and final offer process is not guaranteed; therefore, Proposers shall submit and respond to this RFP on the most favorable terms available.

5. EVALUATION CRITERIA:

The evaluation criterion defines the factors that will be used by the selection committee to evaluate and score responsive, responsible and qualified proposals. Proposers shall include sufficient information to allow the selection committee to thoroughly evaluate and score proposals. Each proposal submitted shall be evaluated and ranked by a selection committee. The contract will be awarded to the most qualified Proposer, per the evaluation criteria listed in this RFP. Proposers are not guaranteed to be ranked.

6. COSTS INCURRED BY PROPOSERS:

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

7. ORAL PRESENTATION:

An oral presentation and/or interview may be requested of any firm, at the selection committee's discretion.

8. CONFLICT OF INTEREST:

a. The Proposer represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided in City of Fayetteville Code Section 34.26 titled "Limited Authority of City Employee to Provide Services to the City".

b. The Proposer shall promptly notify Amanda Beilfuss, City Sr. Purchasing Agent, in writing, of all potential conflicts of interest for any prospective business association, interest, or other circumstance which may

influence or appear to influence the Proposer's judgment or quality of services being provided. Such written notification shall identify the prospective business association, interest or circumstance, the nature of which the Proposer may undertake and request an opinion to the City as to whether the association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by the Proposer. The City agrees to communicate with the Proposer its opinion via e-mail or first-class mail within thirty days of receipt of notification.

9. WITHDRAWAL OF PROPOSAL:

A proposal may be withdrawn prior to the time set for the proposal submittal based on a written request from an authorized representative of the firm; however, a proposal shall not be withdrawn after the time set for the proposal.

10. LATE PROPOSAL OR MODIFICATIONS:

a. Proposal and modifications received after the time set for the proposal submittal shall not be considered. Modifications in writing received prior to the deadline will be accepted. The City will not be responsible for misdirected bids. Proposers refer to their submission status in the online bidding portal or call the Purchasing Division at (479) 575-8220 to ensure receipt of their submittal documents prior to opening time and date listed.

b. The time set for the deadline shall be local time for Fayetteville, AR on the date listed. All proposals shall be received in the Purchasing Division BEFORE the deadline stated. The official clock to determine local time shall be the atomic clock located in the Purchasing Division, Room 306 of City Hall, 113 W. Mountain, Fayetteville, AR.

11. CONSTITUTIONAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS:

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

12. PROVISION FOR OTHER AGENCIES:

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

13. COLLUSION:

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

14. RIGHT TO AUDIT, FOIA, AND JURISDICITON:

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

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

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

15. CITY INDEMNIFICATION:

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

16. VARIANCE FROM STANDARD TERMS & CONDITIONS:

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

17. ADA REQUIREMENT FOR PUBLIC NOTICES & TRANSLATION:

Persons with disabilities requiring reasonable accommodation to participate in this proceeding/event, should call 479.521.1316 (telecommunications device for the deaf), no later than seven days prior to the deadline. Persons needing translation of this document shall contact the City of Fayetteville, Purchasing Division, immediately.

18. CERTIFICATE OF INSURANCE:

The successful bidder shall provide a Certificate of Insurance in accordance with the following guidelines, prior to commencement of any work: $1,000,000 Commercial Liability, Statutory Worker's Compensation, and General Automotive, if applicable. SUCH CERTIFICATE SHALL LIST THE CITY OF FAYETTEVILLE AS AN ADDITIONAL INSURED. LISTING THE CITY OF FAYETTEVILLE AS A CERTIFICATE HOLDER ONLY IS NOT AN ACCEPTABLE SUBSTITUTE. CERTIFICATE OF INSURANCE MUST INCLUDE THE ENDORSEMENT SHOWING THE CITY OF FAYETTEVILLE LISTED AS AN ADDITIONAL INSURED. Insurance shall remain valid, when applicable, throughout project completion.

19. PAYMENTS AND INVOICING:

The Proposer must specify in their proposal the exact company name and address which must be the same as invoices submitted for payment as a result of award of this RFP. Further, the successful Proposer is responsible for immediately notifying the Purchasing Division of any company name change, which would cause invoicing to change from the name used at the time of the original RFP. Payment will be made within thirty days of invoice received. The City of Fayetteville is very credit worthy and will not pay any interest or

penalty for untimely payments. **Payments can be processed through Proposer's acceptance of Visa at no additional costs to the City for expedited payment processing.** The City will not agree to allow any increase in hourly rates by the contract without PRIOR Fayetteville City Council approval.

20. CANCELLATION:

a. The City reserves the right to cancel this contract without cause by giving thirty (30) days prior notice to the Contractor in writing of the intention to cancel or with cause if at any time the Contractor fails to fulfill or abide by any of the terms or conditions specified.

b. Failure of the contractor to comply with any of the provisions of the contract shall be considered a material breach of contract and shall be cause for immediate termination of the contract at the discretion of the City of Fayetteville.

c. In addition to all other legal remedies available to the City of Fayetteville, the City reserves the right to cancel and obtain from another source, any items and/or services which have not been delivered within the period of time from the date of order as determined by the City of Fayetteville.

d. In the event sufficient budgeted funds are not available for a new fiscal period, the City shall notify the Contractor of such occurrence and contract shall terminate of the last day of the current fiscal period without penalty or expense to the City.

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

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

b. In the event of a corporate acquisition and/or merger, the Contractor shall provide written notice to the City within thirty (30) calendar days of Contractor's notice of such action or upon the occurrence of said action, whichever occurs first.

22. NON-EXCLUSIVE CONTRACT:

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

23. LOBBYING:

Lobbying of selection committee members, City of Fayetteville employees, or elected officials regarding request for proposals, request for qualifications, bids or contracts, during the pendency of bid protest, by the bidder/proposer/protestor or any member of the bidder's/proposer's/protestor's staff, and agent of the bidder/proposer/protestor, or any person employed by any legal entity affiliated with or representing an organization that is responding to the request for proposal, request for qualification, bid or contract, or has a pending bid protest is strictly prohibited either upon advertisement or on a date established by the City of Fayetteville and shall be prohibited until either an award is final or the protest is finally resolved by the City of Fayetteville; provided, however, nothing herein shall prohibit a prospective/bidder/proposer from

contacting the Purchasing Division to address situations such as clarification and/or questions related to the procurement process. For purposes of this provision lobbying activities shall include but not be limited to, influencing or attempting to influence action or non-action in connection with any request for proposal, request for qualification, bid or contract through direct or indirect oral or written communication or an attempt to obtain goodwill of persons and/or entities specified in this provision. Such actions may cause any request for proposal, request for qualification, bid or contract to be rejected.

24. ADDITIONAL REQUIREMENTS:

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

25. SERVICES AGREEMENT:

A written agreement, in substantially the form attached, incorporating the RFP and the successful proposal will be prepared by the City, signed by the successful Proposer and presented to the City of Fayetteville for approval and signature of the Mayor.

26. INTEGRITY OF REQUEST FOR PROPOSAL (RFP) DOCUMENTS:

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

27. OTHER GENERAL CONDITIONS:

a. Proposers must provide the City with their proposals signed by an employee having legal authority to submit proposals on behalf of the Proposer. The entire cost of preparing and providing responses shall be borne by the Proposer.

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

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

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

e. **Any uncertainties shall be brought to the attention to Amanda Beilfuss immediately via telephone (479.575.8220) or e-mail (abeilfuss@fayetteville-ar.gov). It is the intent and goal of the City of Fayetteville**

Purchasing Division to provide documents providing a clear and accurate understanding of the scope of work to be completed and/or goods to be provided. We encourage all interested parties to ask questions to enable all Proposers to be on equal terms.

f. Any inquiries or requests for explanation in regard to the City's requirements should be made promptly to Amanda Beilfuss, City of Fayetteville, Procurement Director via e-mail (abeilfuss@fayetteville-ar.gov) or telephone (479.575.8220). No oral interpretation or clarifications will be given as to the meaning of any part of this request for proposal. All questions, clarifications, and requests, together with answers, if any, will be provided to all firms via written addendum. Names of firms submitting any questions, clarifications, or requests will not be disclosed until after a contract is in place.

g. At the discretion of the City, one or more firms may be asked for more detailed information before final ranking of the firms, which may also include oral interviews.

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

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

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

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

1. INTRODUCTION:

The City of Fayetteville is seeking proposals for a new public art installation in the Upper Ramble, a vibrant civic space in the heart of the city. This area connects key cultural landmarks such as the Walton Arts Center, TheatreSquared, Fayetteville Public Library, and the University of Arkansas' Art and Design District. Designed to enhance the community experience, the Upper Ramble offers recreational elements, public art, improved streetscapes, pedestrian pathways, and open-air gathering spaces, all thoughtfully integrated with the natural landscape.

2. BACKGROUND:

The Upper Ramble features an event lawn, art gardens, a 20-foot-wide promenade for festivals and markets, and a stunning 300-foot spring-fed water feature. The designated art space within the garden is surrounded by native plantings, shaded seating areas, and scenic walkways, creating an ideal location for an interactive artwork. This installation will engage the public, enhance the park's design, and reflect Fayetteville's commitment to creative placemaking and community connection.

Given the proximity to the water feature and the site's location in the garden, water is not a desired feature for interactivity in this piece of public art.

3. SCOPE OF WORK:

a. The Upper Ramble Art Installation project calls for an innovative, interactive artwork that invites community participation and engagement. The selected artist or team will be responsible for creating a piece of public art which engages the public and aligns with the vision of Upper Ramble as a space for exploration and play.

   In addition to these creative responsibilities, the artist/team will work with a pre-selected local engineering firm for technical review and the installation of a secure footing, ensuring the piece is safely and seamlessly integrated into the park environment per the design parameters established by the landscape architects in the attached document.

   The awarded artist will be responsible for managing the creation of the artwork, from concept development to fabrication, to assisting Contractor with installation, all within the allocated budget of $125,000. This budget encompasses various components essential for the execution of the project, including but not limited to:

   i. **Design and Fabrication:** The selected artist/team will conceptualize and create a durable, interactive playable artwork that invites community engagement.

   ii. **Footing collaboration:** Collaborating with Fayetteville's selected engineering and construction firms to create and install the footing for the artwork (the footing itself will be a cost borne by the city of Fayetteville outside of the art budget, not to exceed $30,000).

iii. **Interactivity and Play:** The artwork must invite physical interaction, be highly visible, and safely designed for long-term outdoor use.

iv. **Installation:** The artist/team will coordinate with Fayetteville's landscape architects and construction firm for seamless installation within the allocated project budget.

b. Key Deliverables:

i. **Phase 1 – Qualifications and Selection**

1. Submit proposals to the RFP for review by the selection committee.
2. The selection committee chooses three artists to complete a concept for the space.

ii. **Phase 2 – Initial Design & Development:**

1. Three (3) Finalists are chosen to present a concept to the selection committee. Each finalist receives a design fee of $1,500 to develop a detailed concept proposal.
2. Concept Development: Create artwork designs for review and selection by the RFP selection committee.
3. Budgeting: Present budget based on the designed concept.

iii. **Phase 3 – Contracting, Final Designs and Technical Drawing**

1. The City contracts with the specific artist for the interactive art.
2. The selected artist creates final plans for the artwork. Which is reviewed by the project team, and the Fayetteville Arts Council.
3. Appropriate drawings and drafting are done to prepare for creation.

iv. **Phase 4 – Production, Fabrication & Installation:**

1. Art Fabrication: Oversee and execute the creation of the agreed upon design.
2. Art Installation & Management: Oversee the installation of the chosen art concept.
3. Programming Ideas: Develop a roadmap for ongoing programming and engagement activities.

4. QUALIFICATIONS:

Professional artists and teams of artists (national & international) who have experience managing, designing, and completing site-specific public art commissions with a budget over $50,000 within the past fifteen (15) years are eligible; or those who can demonstrate equivalent skills and experience. Artists of all backgrounds are encouraged to participate in the RFP process. We are particularly interested in artists or studios who can:

a. Demonstrate experience in managing similar public art and placemaking projects, especially experience with interactive, site-specific, and community-focused public art.

b. Provide a strong portfolio showcasing past projects with a focus on community engagement and public art.

c. Show an ability to design and fabricate durable, engaging interactive outdoor installations.

d. Demonstrate capacity and experience to manage the project within the allocated budget and timeline.

e. Compliance with all local, state, and federal regulations and requirements.

5. TENTATIVE PROJECT TIMELINE:

a. RFP Issuance: 03/09/2025

   i. The City of Fayetteville releases the Request for Qualifications (RFQ) to solicit interest from artists and teams with relevant experience in public and interactive art. This phase includes broad dissemination of the RFQ and communication with potential applicants.

b. Submission Deadline: 04/03/2025

   i. Artists and teams must submit their qualifications by this deadline.

c. Selection of Finalists: 04/11/2025

   i. A selection committee reviews all submissions, evaluating each based on artistic quality, relevance, experience, and alignment with project goals. Up to three finalists are chosen to advance to the next phase, each finalist receives a design fee of $1,500 to develop a detailed concept proposal.

d. Art Concept Development Phase: 04/25/2025

   i. This phase includes initial designs, sketches, and a preliminary detailed budget estimate. Finalists may be called on to present their proposals to the selection committee for feedback and consideration.

e. Selection of Artist or Firm: 05/09/2025

   i. The committee evaluates the detailed concept proposals and selects one artist/team to proceed with the project. This chosen artist/team is awarded the full project commission, with a budget of $125,000 for completion.

f. Design Finalization: TBD

   i. The selected artist/team refines the design based on any additional feedback from the committee and prepares for fabrication. The design undergoes a technical review by a pre-selected engineering firm, which will ensure compliance with structural and safety standards and finalize plans for that engineering firm's footing installation.

g. Fabrication and Art Installation: TBD

   i. The artist/team oversees the fabrication of the artwork, sourcing materials and coordinating logistics for transportation to the site. The engineering/construction firm installs the footing, after which the artist/team completes the installation, ensuring it meets all project specifications.

4. RFP PROPOSAL FORMAT:

The initial proposal response shall contain all sections listed herein and shall respond fully to all requirements of the RFP. In total, the initial response should be no more than twenty-five (25) pages; single sided, standard readable, print on standard 8.5 X 11 pages.

a. **Part I – Letter of Interest:** Please include the following information in a 1 to 2-page letter of interest:

   i. Contact Information (name, address, phone number, and website for artist group and/or all individual artist team members)

   ii. Description of interest in working on this project

   iii. Description of most relevant comparable projects from the last fifteen years

   iv. Description of philosophy on public art and/or creative placemaking

   v. In reference to the Selection Criteria section, discuss the artist/team's eligibility for this opportunity

b. **Part II – Artist Qualifications and Related Project Experience:**

   i. Submit a minimum of three (3) and up to eight (8) relevant completed artworks and/or commissions from the last fifteen (15) years. Descriptions should include title, date, location, media/material, budget, project name, project time frame, client name, and a detailed description that clearly justifies why the past experience is applicable to this RFP. For each project, indicate which proposed key individuals worked on the project and describe the role/work they performed and their levels of involvement.

   ii. Submit a resume of the artist/team who will deliver the project.

   iii. Submit at least three (3) client references, including name, description of past working relationship, and current contact information shall be listed for each key individual proposed. Any applicable professional licenses or certifications shall be listed for each individual. All known sub- Consultants needed to complete the project (individual or firm) must be identified.

c. **Part III – Artist Statement:** The Proposal shall include a brief Artist Statement to accompany the response that speaks to why a work of this nature would be a natural fit within the artist's body of work.

5. FINALIST PROPOSAL FORMAT:

Three artists selected as finalists will receive a $1500 design fee to develop a full artwork proposal for the site. The detailed concept proposal must address all sections listed below and respond fully to the requirements of the RFP. Proposals should not exceed twenty (20) single-sided pages, on standard 8.5 x 11-inch pages, using a standard readable font. The following components are required:

a. **Part I – Concept Proposal:** Provide a detailed description of the proposed artwork, including its artistic vision, themes, and interactive elements, highlighting how it aligns with the goals of the Upper Ramble, engages the public, and aligns with the artist's body of work. Reflect on how the proposed design embodies the artist's philosophy on public art and creative placemaking. Include renderings, sketches, or visual representations that convey the design, along with a description of the materials and fabrication methods, emphasizing durability, safety, and suitability for long-term outdoor display.

Explain how the artwork integrates with the natural and built environment of Upper Ramble, addressing its relationship to the space, as well as considerations for visibility, accessibility, and interaction from multiple perspectives.

b. Part II – Budget and Feasibility: Provide a comprehensive budget breakdown within the $125,000 limit, detailing costs for design, fabrication, materials, transportation, and installation, and identify any potential cost-saving measures or alternate solutions. Include a proposed timeline for all project phases, from design finalization to installation, highlighting key milestones such as fabrication, coordination with the City, and the final installation. Additionally, address the technical feasibility of the project by discussing its structural soundness, safety considerations, and how the proposed design will meet local safety and engineering standards.

7. PRICE PROPOSAL:

a. All proposers are expected to adhere to a Flat Fee Price Proposal with a general breakdown of all costs of the artwork, including general fabrication and artist fees not to exceed $125,000.

c. Selected finalists will be asked to include a detailed cost breakdown for their specific proposal including estimated personnel, exclusions, and all labor costs, expenses, overhead, and profit. Finalists will provide a payment schedule based on project milestones/deliverables. These deliverables will be confirmed during contract negotiations with the chosen consultant.

6. CONTRACT FORMATION:

If the negotiation produces mutual agreement, a contract will be considered for approval by the City of Fayetteville City Council. If negotiations with the highest-ranking Proposer fail, negotiations may be initiated with the next highest-ranking Proposer until an agreement is reached. The City reserves the right to reject all offers and end the process without executing a contract.

7. SELECTION CRITERIA:

The following criteria will be used by the City to evaluate and score responsive proposals. Proposers shall include sufficient information to allow the City to thoroughly evaluate and score the proposal. Each proposal submitted is not required to be ranked by the selection committee. The contract may be awarded to the most qualified firm, per the evaluation criteria listed below, based on the evaluation of the selection committee. Following the evaluation of the proposals, the Selection Committee may request that the top-ranking firm(s) make an oral presentation or be interviewed. If presentations are necessary, they will take place in Fayetteville, Arkansas. Notices will be sent by the Purchasing Division.

1) 25% Qualifications in Relation to Specific Project: A selection of past artwork in portfolio format should accompany the RFP response. Information reflecting qualifications (including experience and technical competence) of the artist, collaborators and major personnel assigned to this specific project should be included. The integration of the artists' past work, portfolio and proposed concept with the context of the site will also be evaluated.

2) 25% Experience, Competence, and Capacity for Performance: the artist's or team's ability to successfully complete the project based on their demonstrated history of executing similar work. It considers experience in public art, large-scale installations, or other relevant

projects, as well as the technical skills and logistical capabilities like project timelines, budgets, and coordination with stakeholders to ensure successful completion.

3) 20% **Proposed Method of Doing Work:** A proposed work plan (description of how the project would be conducted as well as other facts concerning approach to scope) indicating methods and schedules for accomplishing scope of work. Include with this the amount of work presently underway. Finalists will be evaluated on the Artistic Vision and Concept as part of this criteria.

4) 20% **Past Performance:** Past performance with similar projects, particularly with the City or other municipalities, will be a significant consideration. This includes previous work quality, adherence to schedules, communication, diligence, and overall project outcomes. References and examples of similar past projects will be reviewed to gauge reliability and consistency in delivering successful public art installations. Artist will provide a list of similar jobs performed and person whom the City can contact for information.

5) 10% **Cost/Fees:** Those submitting for consideration should feel confident that they can deliver an artwork of the scale and quality sight by the city for the $125,000 budget. Specific art proposals for the site are not required until three finalists are selected.

9. ADDITIONAL DOCUMENTS AND INFORMATON: The following documents are included with this solicitation as additional information:
    a. Appendix A: Background brief from the landscape architect on the site
    b. Appendix B: Brand identity information for the Ramble

CONTINUES ON NEXT PAGE

1. DISCLOSURE INFORMATION

a. Proposer must disclose any possible conflict of interest with the City of Fayetteville, including, but not limited to, any relationship with any City of Fayetteville employee. Proposer response must disclose if a known relationship exists between any principal or employee of your firm and any City of Fayetteville employee or elected City of Fayetteville official.

   i. If, to your knowledge, no relationship exists, this should also be stated in your response. Failure to disclose such a relationship may result in cancellation of a purchase and/or contract as a result of your response. This form must be completed and returned in order for your bid/proposal to be eligible for consideration.

PLEASE CHECK ONE OF THE FOLLOWING TWO OPTIONS, AS IT APPROPRIATELY APPLIES TO YOUR FIRM:

X_____1) NO KNOWN RELATIONSHIP EXISTS

_____2) RELATIONSHIP EXISTS (Please explain): _____

_____

_____

b. I certify that; as an officer of this organization, or per the attached letter of authorization, am duly authorized to certify the information provided herein is accurate and true; and my organization shall comply with all State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment.

c. Proposer agrees that they shall have a current, valid registration with the Arkansas Secretary of State at time of RFP deadline OR be able to provide proof of registration before recommendation of award to Fayetteville City Council.

d. Pursuant Arkansas Code Annotated §25-1-503, the Contractor agrees and certifies that they do not currently boycott Israel and will not boycott Israel during any time in which they are entering into, or while in contract, with any public entity as defined in §25-1-503. If at any time during contract the contractor decides to boycott Israel, the contractor must notify the contracted public entity in writing.

e. Pursuant Arkansas Code Annotated §25-1-1002, the Contractor agrees and certifies that they do not currently boycott Energy, Fossil Fuel, Firearms, and Ammunition Industries during any time in which they are entering into, or while in contract, with any public entity as defined in §25-1-1002. If at any time during the contract the contractor decides to boycott Energy, Fossil Fuel, Firearms, and/or Ammunition Industries, the contractor must notify the contracted public entity in writing.

2. PRIMARY CONTACT INFORMATION

At the discretion of the City, one or more firms may be asked for more detailed information before final ranking of the firms, which may also include oral interviews. NOTE: Each Proposer shall submit to the City a primary contact name, e-mail address, and phone number (preferably a cell phone number) where the City selection committee can call for clarification or interview via telephone.

Corporate Name of Firm: Partwise llc.

Primary Contact: David Eaton Title of Primary Contact: Founder

Phone#1 (cell preferred): 303.641.3976 Phone#2: _____

E-Mail Address: david@partwise.art

3. ACKNOWLEDGEMENT OF ADDENDA

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

ADDENDUM NO.	SIGNATURE AND PRINTED NAME	DATE ACKNOWLEDGED
1	David Eaton	4/1/2025
2	David Eaton	4/1/2025

4. DEBARMENT CERTIFICATION:

a. As an interested party on this project, you are required to provide debarment/suspension certification indicating compliance with the below Federal Executive Order. Certification can be done by completing and signing this form.

b. Federal Executive Order (E.O.) 12549 "Debarment and Suspension" requires that all contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.

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

5. SIGNATURE SUBMITTAL:

NAME OF COMPANY: Partwise llc.

PHYSICAL ADDRESS: 5212 Delridge Way SW unit B, Seattle WA 98106

MAILING ADDRESS: Same as above

TAX ID #: 99-3583245 AR. SECRETARY OF STATE FILING #: _____

PHONE: 303.641.3976 FAX: _____

E-MAIL: david@partwise.art

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

SIGNATURE: 

PRINTED NAME: David Eaton

TITLE: Founder DATE: 4/1/2025

END OF RFP DOCUMENT

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2025-1553

MEETING OF SEPTEMBER 16, 2025

TO: Mayor Rawn and City Council

THRU: Peter Nierengarten, Environmental Director

FROM: Daryl Brigman, Financial Analyst - RTC

SUBJECT: **Terminate Franchise Agreement w/ Prime Sanitation**

RECOMMENDATION:
A resolution to approve terminating agreement between the City of Fayetteville, Arkansas and Prime Sanitation 2025 to haul and dispose of solid waste in the City of Fayetteville due to failure to meet the terms of the agreement by not making required monthly payments as scheduled.

BACKGROUND:
Per Hauler Agreement with Prime Sanitation, Section 6 - Hauler shall pay all fees due hereunder, along with submitting “Attachment A: Solid Waste Documentation”, or page 1 of Attachment A in conjunction with an agreed upon vendor generated report, on or before the 15th of each calendar month for the immediately preceding calendar month. Payments of fees received after the due date shall be assessed a 10% penalty per month. If Hauler fails to pay the fees within forty-five (45) days of the due date, the City may terminate this Agreement upon delivery of one (1) written notice to the Hauler.

In accordance with this agreement, the City of Fayetteville has submitted a request to terminate agreement with Prime Sanitation for failure to pay.

There are currently 22 approved franchise haulers operating in the city of Fayetteville.

DISCUSSION:
The City of Fayetteville entered a contract with Prime Sanitation on September 3, 2024.

This agreement requires Prime Sanitation to pay a monthly fee to the City of Fayetteville of 10% of the gross revenue received for providing solid waste hauling services.

The term of the agreement is two years with automatic renewals for two additional two-year terms.

Staff proposes approving termination of the agreement for Prime Sanitation to haul and dispose of solid waste within the City of Fayetteville per the terms of the attached agreement.

This contract is being terminated for failure to meet the terms of the agreement by not making the required monthly payments as scheduled. A written notice was mailed on April 15, 2025 for termination if the

hauler fails to pay the fees within forty-five (45) days of the due date. Staff followed up with a phone call to the hauler on July 30, 2025 and notified the hauler of the termination due to non-payment. Franchise Payments from Prime Sanitation remain unpaid.

BUDGET/STAFF IMPACT:
None

ATTACHMENTS: 3. Staff Review Form, 4. 2024 Prime Sanitation Agreement

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

File #: 2025-1553

A RESOLUTION TO AUTHORIZE THE TERMINATION OF AN AGREEMENT WITH PRIME SANITATION FOR THE HAULING AND DISPOSAL OF SOLID WASTE IN THE CITY OF FAYETTEVILLE

WHEREAS, on August 6, 2024, the City and Prime Sanitation entered into an Agreement that allowed Prime Sanitation to haul and dispose of solid waste in the City of Fayetteville; and

WHEREAS, the agreement requires Prime Sanitation to pay all fees on or before the 15th of each calendar month for the immediately preceding calendar month, but Prime Sanitation has failed to make the required payments; and

WHEREAS, on April 15, 2025, the City mailed a written notice notifying Prime Sanitation of its breach of contract and the City's intent to terminate the agreement.

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 terminate the agreement with Prime Sanitation for the hauling and disposal of solid waste in the City of Fayetteville.

City of Fayetteville Staff Review Form

2025-1553

Item ID

9/16/2025

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

Daryl Brigman	8/18/2025	RECYCLING/TRASH COLLECTION (750)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

A resolution to approve terminating agreement between the City of Fayetteville, Arkansas and Prime Sanitation 2025 to haul and dispose of solid waste in the City of Fayetteville due to failure to meet the terms of the agreement by not making required monthly payments as scheduled.

Budget Impact:

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

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:

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

This Agreement (the "Agreement"), is entered into on this 6th day of August 2024, between the **City of Fayetteville, Arkansas,** a municipal corporation (the "City"), and Prime Sanitation (the "Hauler"), and shall be in full force and effect on the date first written above, City and Hauler agree as follows:

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

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

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

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

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

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

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

7. Hauler shall pay all fees due hereunder, along with submitting "Attachment B: Recycling Documentation", on or before the 15th of each calendar month for the immediately preceding calendar month. Payments of fees received after the due date shall be assessed a 10% penalty per month. If Hauler fails to pay the fees within forty-five (45) days of the due date, the City may terminate this Agreement upon delivery of one (1) written notice to the Hauler. The supporting information shall be sufficient to demonstrate the accuracy of the fee calculation, and shall include the following information: (i) volumes of recycling collected, in tons, by commodity, with disposition by destination market, for all recycling; (ii) volumes of construction and demolition waste delivered to permitted construction and demolition waste sorting facility and percentage of material recovered. With payment remittance, the City will review and obtain certain trade secret information, including rates, frequency of service, customer lists, other customer information, and contracts with recyclers and processing mills ("Confidential Information"). The City asserts this information is exempt from disclosure under the Arkansas Freedom of Information Act as the information meets the exemption for records that "if disclosed would give advantage to competitors."

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

9. The City will advise Hauler of any request for information which the City, at the City's sole discretion, determines to be non-disclosable or otherwise subject to an exemption from disclosure under the Arkansas Freedom of Information Act. If a court of competent jurisdiction determines that said requested information is disclosable or otherwise is not exempt from disclosure under the

Arkansas Freedom of Information Act, the City will comply with said finding and notify Hauler. Discovery requests made to the City during the course of any litigation, or any other subpoena or court order issued to the City for information or records related to Hauler and this Agreement, shall be promptly made known to Hauler.

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

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

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

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

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

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

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

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

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

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

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

a) Hauler shall provide and maintain, during the term of this Agreement, comprehensive general liability insurance, to protect against all claims arising out of the performance of its services hereunder that result in bodily injury, death or property damage. The policy or policies shall contain a clause that the insurer will not cancel or decrease the insurance coverage without first giving the City sixty (60) days notice in writing.

b) Upon written request, Hauler shall furnish the City with evidence that the insurance required of it is in force.

c) City will be added as an additional insured on General Liability and Auto Liability policies.

d) The types of coverage and limits of liability of all insurance required herein shall be a follows:

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

21. Termination:

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

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

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

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

City of Fayetteville
Environmental Director
113 West Mountain Street
Fayetteville, AR 72701

Prime Sanitation
Attn: James Russell
4034 Rogers Ave Ste. B
Fort Smith AR 72903

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

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

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

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

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

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

29. To the extent a definition or a specific term is not provided herein but is nonetheless required by the context, it is the intention of the parties to incorporate herein the definitions contained in

applicable law and regulation in effect as the date hereof, except to the extent subsequent law or regulation shall expressly or implicitly mandate a revised definition.

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

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

CITY OF FAYETTEVILLE

By: _____
LIONELD JORDAN, Mayor

Prime Sanitation

By: _____, James Russell, co-owner
NAME, Title

ATTEST:

By: _____
KARA PAXTON, City Clerk/Treasurer

WITNESS:

By: _____
_____

Wed Apr 17 11:27:31 CDT 2024

SHELTER INSURANCE

Evidence of Insurance
Motor Carrier Coverage

(Item #1) Named Insured:

PREMIER GLOBAL INNOVATIONS LLC
4034 ROGERS AVE STE B
FORT SMITH, AR 72903-3062

Agent

CASEY BROWN INSURANCE AGENCY L
(479) 646-3861
03-AF73-72

Policy Number: 03-1-C-11170316-2

Effective Date: 01/25/2024, 12:01 AM Central Time

Expiration Date: 07/25/2024, 12:01 AM Central Time

(Item #3)	Vehicle Year	Make/Model	Vehicle ID
	2010	FREIG FREIGHTLINER M2	1FVACXBS2ADAU9706

(Item #2) Coverages	Coverage Symbol	Limit/ Deductible	Endorsement Number	Premium
Single Liability Limit	67	$1,000,000 Limit		$1,417.00
Arkansas Underinsured Motorists Coverage	67	$50,000 Per Person	CA 31 28 11 18	$20.00
Split Bodily Injury Uninsured Motorists Coverage Limits	67	$100,000 Per Accident	CA 21 02 11 06	
Arkansas Underinsured Motorists Coverage	67	$50,000 Per Person	CA 31 28 11 18	$8.00
Split Bodily Injury Underinsured Motorists Coverage Limits	67	$100,000 Per Accident	CA 21 51 10 13	
Auto Medical Payments Coverage	67	$5,000 Per Person	CA 99 03 10 13	$21.00
Arkansas Uninsured Motorists Coverage - Property Damage	67	$100,000 Limit	CA 21 66 11 18	$15.00
Collision	67	$2,500 Deductible		$560.00
Comprehensive	67	$2,000 Deductible		$274.00

Discounts (Reflected In Premium)

PREMIUM $2,315.00

Other Endorsements Attached To This Policy	Endorsement Number
Amendatory Endorsement	A-672.3-A
Motor Carrier Policies Public Liability-Motor Carrier Act	A-940.7-A
Arkansas Changes	CA 01 62 10 13
Communicable Disease Exclusion for Covered Autos Liability Exposure	CA 04 55 12 23
Public or Livery Passenger Conveyance Exclusion	CA 23 44 11 20
Silica or Silica-Related Dust Exclusions for Covered Autos Exposure	CA 23 94 10 13
Abuse or Molestation Exclusion for Covered Autos Liability Exposure	CA 28 03 12 23
Loss Payable Clause	CA 99 44 10 13
Common Policy Conditions	IL 00 17 11 98
Nuclear Energy Liability Exclusion Endorsement (Broad Form)	IL 00 21 09 08
Arkansas Changes - Cancellation and Nonrenewal	IL 02 31 10 22
Arkansas Notice	IL 09 09 03 98

RATE CLASS 28A TERRITORY 004 TERM 06
COST SYMBOL P PACKAGE-CD

LOSS PAYEE
WESTERN EQUIPMENT FINANCE C/O ALI
707 TEXAS AVE S STE 200D
COLLEGE STATION, TX 77840-1980
LOAN NO. 0000000040558947

Secretary

President and CEO

A-622.1-A

Automobile Insurance Identification Card
This evidence of insurance must be carried in the insured motor vehicle for production upon demand.

Shelter General Insurance Company **1-800-SHELTER (743-5837)**
1817 W Broadway **Columbia MO 65218-0001**
Agent: CASEY BROWN INSURANCE AGENCY L **479-646-3861**

Policy No: 03-1-C-11170316-2 **BI/PD: S/L 1,000,000**
Effective Date: 07/25/2024 **Expiration Date: 01/25/2025**
2010 FREIG FREIGHTLINER M2 **VIN: 1FVACXBS2ADAU9706**
NAIC # 23361
Excluded Drivers: NONE

PREMIER GLOBAL INNOVATIONS LLC
4034 ROGERS AVE STE B
FORT SMITH AR 72903-3062

ARC-2

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/26/2024

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

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

PRODUCER	CONTACT NAME:	
xt First Insurance Agency, Inc. Box 60787 o Alto, CA 94306	PHONE (A/C, No, Ext): (855) 222-5919	FAX (A/C, No):
	E-MAIL ADDRESS: support@nextinsurance.com	

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Next Insurance US Company	16285
INSURER B :		
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

INSURED
me Sanitation 34 Rogers Ave Ste D t Smith, AR 72903

COVERAGES **CERTIFICATE NUMBER:** 821358677 **REVISION NUMBER:**

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

TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000.00
CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000.00
						MED EXP (Any one person)	$ 10,000.00
			NXTRYLHXV4-00-GL	04/26/2024	04/26/2025	PERSONAL & ADV INJURY	$ 1,000,000.00
GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 1,000,000.00
X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 1,000,000.00
OTHER:							$
AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
ANY AUTO						BODILY INJURY (Per person)	$
OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
–							$
X UMBRELLA LIAB X OCCUR			NXTRYLHXV4-00-GL	04/26/2024	04/26/2025	EACH OCCURRENCE	$ 1,000,000.00
EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 1,000,000.00
DED RETENTION $							$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE OTH-ER	
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
						E.L. DISEASE - POLICY LIMIT	$
Contractors Errors and Omissions			NXTRYLHXV4-00-GL	04/26/2024	04/26/2025	Each Occurrence: Aggregate:	$10,000.00 $20,000.00

SCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

oof of Insurance.

ERTIFICATE HOLDER

ne Sanitation
4 Rogers Ave Ste D
Smith, AR 72903

LIVE CERTIFICATE

Click or scan to view

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2025-1664

MEETING OF SEPTEMBER 16, 2025

TO: Mayor Rawn and City Council

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

FROM: Ted Jack, Park Planning Superintendent

SUBJECT: **Approval of Bid 25-43 for Construction Contract for Walker Park**

RECOMMENDATION:
A resolution to award Bid 25-43 to and authorize a contract with Kinco Constructors in the amount of $4,697,184.26 for Walker Park Improvements Phase 1, to recognize SE quadrant park land dedication funds in the amount of $613,685.00, to approve a project contingency in the amount of $255,000.00, and to approve a budget adjustment.

BACKGROUND:
A publicly driven master planning process for the 73-acre Walker Community Park was conducted in 2023 with the assistance of TSW consultants (RFQ 22-01, Selection 10) and approved by the Parks, Natural Resources, and Cultural Affairs Advisory Board on September 6th, 2023. Following the master plan approval, City Council approved a contract with TSW to prepare construction documents for the first phase of improvements based on the new master plan (Res 287-23 / 2023-1441). Additionally, staff secured a $150,000 matching grant from the Arkansas Outdoor Recreation grant program to assist in construction of the playground (Res 140-25).

DISCUSSION:
The work for this phase of construction is focused on the south end of the park and includes lighted multipurpose fields, sand volleyball courts, horseshoe courts, yard game areas, playground, pickleball courts, rebuilt tennis courts, pavilions, landscaping, irrigation, and related park infrastructure.

BUDGET/STAFF IMPACT:
Funding for this project is primarily from the Parks bond. The park area being redeveloped currently has maintenance requirements. The new improvements are expected to increase use of the park, including increased utilities and maintenance needs in 2027.

GL ACCOUNT	PROJECT	AMOUNT
4705.860.7550-5806.00	46050.7550.2000	$64,362
4805.860.7550-5806.00	46050.7550.2000	$2,795,638
4470.521.8520-5806.00	24010.7550.2000	$200,000
2250.520.9255-5806.00	46050.7550.2000	$978,500
2250.520.9256-5806.00	46050.7550.2000	$358,685
2250.520.9255-5806.00	46050.7550.2501	$300,000
Total		**$4,697,185**

ATTACHMENTS: 3. Staff Review Form, 4. Budget Adjustment, 5. Bid 25-43 Contract - Walker Const Kinco Signed, 6. Bid 25-43, Bid Tab - Final, 7. Walker Park_Phase 1_100-CD_Partial Set, 8. Bid 25-43, Submittal - Kinco Constructors - E

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

File #: 2025-1664

A RESOLUTION TO AWARD BID #25-43 AND AUTHORIZE A CONTRACT WITH KINCO CONSTRUCTORS IN THE AMOUNT OF $4,697,184.26 FOR WALKER PARK IMPROVEMENTS PHASE 1; TO RECOGNIZE SOUTH EAST QUADRANT PARK LAND DEDICATION FUNDS IN THE AMOUNT OF $613,685.00; TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF $255,000.00; AND TO APPROVE A BUDGET ADJUSTMENT

WHEREAS, a publicly driven master planning process for the 73-acre Walker Community Park was conducted in 2023 with the assistance of TSW consultants and approved by the Parks, Natural Resources, and Cultural Affairs Advisory Board on September 6, 2023; and

WHEREAS, on December 19, 2023, City Council approved Resolution 287-23 that authorized a contract with TSW to prepare construction documents for the first phase of improvements based on the new master plan; and

WHEREAS, on June 17, 2025, City Council approved Resolution 140-25 authorizing an agreement with the Arkansas Department of Parks, Heritage and Tourism for a grant through the Arkansas Outdoor Recreation program to assist in construction of the playground; and

WHEREAS, this first phase of construction is focused on the south end of the park and includes lighted multipurpose fields, sand volleyball courts, horseshoe courts, yard game areas, playground, pickleball courts, rebuilt tennis courts, pavilions, landscaping, irrigation, and related park infrastructure.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby awards Bid #25-43 and authorizes a contract with Kinco Constructors in the amount of $4,697,184.26 Walker Park Improvements Phase 1, and further approves a project contingency in the amount of $255,000.00.

Section 2: That the City Council of the City of Fayetteville, Arkansas recognizes south east quadrant park land dedication funds in the amount of $613,685.00.

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

2025-1664

Item ID

9/16/2025

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

Ted Jack	8/25/2025	PARKS & RECREATION (520)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

A resolution to award Bid 25-43 to and authorize a contract with Kinco Constructors in the amount of $4,697,184.26 for Walker Park Improvements Phase 1, to recognize SE quadrant park land dedication funds in the amount of $613,685.00, to approve a project contingency in the amount of $255,000.00, and to approve a budget adjustment.

Budget Impact:

Account Number	Fund
4x05.860.7550-5806.00	Park Projects Bonds
4470.521.8520-5806.00	Sales Tax Capital Impr
2250.520.925x-5806.00	Parks Development

Project Number	Project Title
46050.7550.2000	Park Projects (Bonds)-Walker Park Impr
46050.7550.2501	Park Projects (Bonds)-Walker Park Impr-Outdoor Rec Grant
24010.7550.2000	Parks Maint & Impr-Walker Park

Budgeted Item?	Yes	Total Amended Budget	$	1,210,309.00
		Expenses (Actual+Encum)	$	161,808.05
		Available Budget	$	1,048,500.95
Does item have a direct cost?	Yes	Item Cost	$	4,952,184.26
Is a Budget Adjustment attached?	Yes	Budget Adjustment	$	3,903,685.00
		Remaining Budget	$	1.69

V20221130

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

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

Original Contract Number: _____

Comments: Item Cost includes contingency.

City of Fayetteville, Arkansas - Budget Adjustment (Agenda)

Budget Year	Division /Org2	Adjustment Number
2025	PARKS & RECREATION (520)	
	Requestor: Alan Bearden	

BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION:

A resolution to award Bid 25-43 to and authorize a contract with Kinco Constructors in the amount of $4,697,184.26 for Walker Park Improvements Phase 1, to recognize SE quadrant park land dedication funds in the amount of $613,685.00, to approve a project contingency in the amount of $255,000.00, and to approve a budget adjustment.

COUNCIL DATE: 9/16/2025

ITEM ID#: **2025-1664**

Holly Black
8/28/2025 11:54 AM

Budget Division Date

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

JOURNAL #:

GLDATE:

RESOLUTION/ORDINANCE

CHKD/POSTED: /

v.2025826

TOTAL	613,685	613,685				
	Increase / (Decrease)		Project.Sub#			
Account Number	Expense	Revenue	Project	Sub.Detl	AT	Account Name
4705.860.7550-5806.00	64,362	-	46050	7550.2000	EX	Improvements - Park
4705.860.7999-5899.00	(64,362)	-	46050	7999	EX	Unallocated - Budget
4805.860.7550-5806.00	2,795,638	-	46050	7550.2000	EX	Improvements - Park
4805.860.7999-5899.00	(2,795,638)	-	46050	7999	EX	Unallocated - Budget
4470.521.8520-5806.00	200,000	-	24010	7550.2000	EX	Improvements - Park
4470.521.8520-5400.00	(200,000)	-	24010	1	EX	Building & Grounds - Maintenance
2250.520.9255-5806.00	230,000	-	46050	7550.2000	EX	Improvements - Park
2250.520.9255-5806.00	(230,000)	-	13001	1	EX	Improvements - Park
2250.520.9256-4419.03	-	613,685	46050	7550.2000	RE	Greenspace Fees - SE
2250.520.9256-5806.00	358,685	-	46050	7550.2000	EX	Improvements - Park
2250.520.9256-5911.99	255,000	-	46050	7550.2000	EX	Contingency - Capital Project
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				

THIS AGREEMENT is made this _____ day of _____, 2025, by and between City of Fayetteville, Arkansas, acting by and through its Mayor (hereinafter called CITY OF FAYETTEVILLE or CITY) and Kinco Constructors (hereinafter called KINCO).

CITY OF FAYETTEVILLE from time to time requires professional construction services in connection with construction projects. Therefore, CITY OF FAYETTEVILLE and KINCO, in consideration of their mutual covenants, agree as follows:

Work performed by KINCO shall be performed under a valid, active, current license with the Arkansas Contractor's Licensing Board with the appropriate classification. KINCO shall follow all federal, state, and local laws at all times.

1. Contracted parties and relationship:
    a. This agreement shall be binding between all parties. Fees shall be provided as identified in appendices.
        i. KINCO's Tax identification number (TIN) ending in 8789
        ii. KINCO's Arkansas Contractor License No. 0090280426
        iii. KINCO's Secretary of State Filing No. 100192097

2. Entire Agreement and Exhibits: This Agreement sets forth the entire agreement and understanding between the parties on the subject matter of this Agreement. Neither party shall be bound by any conditions, definitions, representations or warranties with respect to the subject matter of this Agreement other than those as expressly provided herein.
    a. Appendices included under this agreement include the following:
        i. Appendix A: Bid Tabulation
        ii. Appendix B: Bid package identified as Bid 25-43, Construction – Walker Park Improvements, Phase 1 with the specifications and conditions typed thereon inclusive of all bidding documents, plans and drawings, and issued addenda.
        iii. Appendix C: KINCO's bid submittal
        iv. Appendix D: KINCO's Certificate of Insurance
        v. Appendix E: KINCO's 100% Performance and Payment Bonds
            1. Appendix D and E shall be submitted to the City within the timeframe identified in the bid documents or 10 (ten) calendar days from approval by City Council.
    b. This agreement may be modified only by a duly executed written instrument signed by the CITY and KINCO.
    c. ORDER OF PRECEDENCE: In case of any inconsistency, conflict, or ambiguity among the Contract Documents, the documents shall govern in the following order: (a) Change Orders and written amendments to this Agreement which are executed by all parties; (b) the Agreement; (c) KINCO's Bid Proposal (d) City's published bid and associated Addenda.

3. Notices: Any notice required under this Agreement shall be in writing, address to the appropriate party at the following addresses:

    a. City of Fayetteville: 113 W. Mountain, Fayetteville, AR 72701

    b. Contractor: Kinco Constructors, 3803 Kelley Ave., Springdale, AR 72762

4. General Provisions:

    a. ETHICS: All parties shall perform with integrity. Each shall avoid conflicts of interest and promptly disclose to any other part any conflicts that may arise. All parties warrant that it has not and shall not pay or receive any contingent fees or gratuities to or from any other party, including agents, officer's employers, Subcontractors, Sub subcontractors, Suppliers, Volunteers, Elected Officials, or Others to secure preferential treatment.

    b. Workmanship: The Work shall be executed in accordance with the Contract Documents. All materials used in the Work shall be furnished in sufficient quantities to facilitate the proper and expeditious execution of the Work and shall be new except as otherwise provided in the Contract Documents.

    c. MATERIALS FURNISHED BY CITY OR OTHERS: If the Work includes installation of materials or equipment furnished by City or Others, it shall be the responsibility of KINCO to examine the items so provided and thereupon handle, store, and install the items, unless otherwise provided in the Contract Documents, with such skill and care as to provide a satisfactory and proper installation. Loss or damage due to acts or omissions of KINCO shall be the responsibility of KINCO and may be deducted from any amounts due or to become due. Any defects discovered in such materials or equipment shall be reported at once to the City and the City's contracted third-party Design Professional. Following receipt of written notice from KINCO of defects, City and Design Professional shall promptly inform the City what action, if any, KINCO shall take with regard to the defects.

    d. WORKSITE VISIT: KINCO acknowledges that it has visited, or has had the opportunity to visit, the Worksite to visually inspect the general and local conditions which could affect the Work.

    e. KINCO shall perform all duties and responsibilities necessary to coordinate the various parts of the Work and to prepare its Work for the work of City or Others.

        i. Cutting, patching, or altering the work of City or Others shall be done with the prior written approval of City and Design Professional. Such approval shall not be unreasonably withheld.

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

    g. COST OF CORRECTING DAMAGED OR DESTROYED WORK: With regard to damage or loss attributable to the acts or omissions of City or Others and not to KINCO, City may either (a) promptly remedy the damage or loss and assume affected warranty responsibilities, (b) accept the damage or loss, or (c) issue a Change Order to remedy the damage or loss. If KINCO incurs costs or is delayed due to such loss or damage, KINCO may seek an equitable adjustment in the Cost of the Work, Date of Substantial Completion or Date of Final Completion. Any equitable adjustment shall be approved by all parties.

    h. Taxes and Permits: KINCO shall give public authorities all notices required by law and shall obtain and pay for all necessary permits, licenses, and renewals pertaining to the Work. KINCO shall provide to City copies of all notices, permits, licenses, and renewals required under this Agreement.

        i. KINCO shall pay applicable taxes and permit fees associated with the entire project.

i. DISCOUNTS: All discounts for prompt payment shall accrue to City. All trade discounts, rebates, and refunds, and all returns from sale of surplus materials and equipment, shall be credited to the Cost of the Work, or directly to the City after final payment.

j. City may occupy or use completed or partially completed portions of the Work when (a) the portion of the Work is designated in a Certificate of Substantial Completion, (b) appropriate insurer(s) consent to the occupancy or use, and (c) public authorities authorize the occupancy or use. KINCO shall not unreasonably withhold consent to partial occupancy or use.

k. EXTENT OF AGREEMENT: Except as expressly provided, this Agreement is for the exclusive benefit of all Parties, and not the benefit of any third party. This Agreement represents the entire and integrated agreement between the Parties, and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement and each and every provision is for the exclusive benefit of all Parties and not for the benefit of any third party.

l. ASSIGNMENT: Except as to the assignment of proceeds, no Party shall assign their interest in this Agreement without the written consent of the other Party. The terms and conditions of this Agreement shall be binding upon all Parties, their partners, successors, assigns, and legal representatives. No Party shall assign the Agreement without written consent of the other.

m. Where figures are given, they shall be preferred to scaled dimensions.

n. The drawings and specifications are complementary. If Work is shown only on one but not on the other, KINCO shall perform the Work as though fully described on both. KINCO shall seek clarification from the City or the City's third-party Design Professional for any discrepancies.

o. In case of conflicts between the drawings and specifications, the specifications shall govern unless otherwise stated in the bidding documents. In any case of omissions or errors in figures, drawings, or specifications, KINCO shall immediately submit the matter to City and Design Professional for clarification. The City's clarifications are final and binding, which may include third-party Design Professional content.

p. DEBARMENT AND SUSPENSION: By execution of this agreement, KINCO certifies that to the best of its knowledge and belief that the KINCO and its principals:

    i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

    ii. Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

    iii. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

    iv. (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

    v. KINCO understands that a false statement on certification regarding debarment and suspension may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine. I further certify that I will obtain a similar certification for each subcontract awarded in excess of $50,000.

vi. Certifications for subcontracts or sub subcontracts executed under this agreement shall include all language in this section.

5. **Definitions:** Unless otherwise specifically defined in this Agreement, any terms that have well-known technical or trade meanings shall be interpreted in accordance with their well-known meanings.

   a. "Business Day" means all Days, except weekends and official federal or state holidays where the Project is located.

   b. A "Change Order" is a written order signed by all Parties after execution of this Agreement, indicating changes in the scope of the Work, and Date of Substantial Completion or Date of Final Completion.

   c. "Contract Time" is the period between the Date of Notice to Proceed and the total time authorized to achieve Final Completion.

   d. "Cost of the Work" means the total costs and discounts charged to the City.

   e. The "Vendor" is the person or entity identified in this contract and includes Vendor's Representative.

   f. "Day" means a calendar day unless otherwise specified.

   g. "Defective Work" is any portion of the Work that that does not conform with the requirements of the Contract Documents.

   h. "Design Professional" means the licensed architect retained by the City and its subconsultants, to perform design services for the Project.

   i. "Final Completion" occurs on the date when Vendor's obligations under this Agreement are complete and accepted by City and final payment becomes due and payable. This date shall be confirmed by a Certificate of Final Completion signed by all Parties.

   j. "Hazardous Material" is any substance or material identified now or in the future as hazardous under the Law, or any other substance or material that may be considered hazardous or otherwise subject to statutory or regulatory requirement governing handling, disposal, or cleanup.

   k. "Interim Directive" is a written order containing change to the Work directed by and in consultation with City and Design Professional after execution of this Agreement and before Substantial Completion. Interim Directives shall be consolidated and formalized in a change order to be signed by all parties.

   l. "Law" means federal, state, or local laws, ordinances, codes, rules, and regulations applicable to the Work with which Vendor must comply that are enacted as of the Agreement date.

   m. "Others" means City's other: (a) contractors/constructors, (b) suppliers, (c) subcontractors, sub subcontractors, or suppliers of (a) and (b); and others employed directly or indirectly by (a), (b), or (c) or any by any of them or for whose acts any of them may be liable.

   n. "Overhead" means (a) payroll costs, burden, and other compensation of Vendor's employees in Vendor's principal and branch offices for work associated with this project.

   o. "Owner" is the City of Fayetteville, Arkansas (City).

   p. The "Owner's Program" is an initial description of Owner's objectives, including budgetary and time criteria, space requirements and relationships, flexibility and expandability requirements, special equipment and systems, site requirements, and any requirements for phased occupancy.

   q. The "Parties" are collectively City and Vendor.

   r. The "Project," is the building, facility, or other improvements for which Vendor is to perform Work under this Agreement. It may also include construction by Owner or Others.

s. The "Schedule of the Work" is the document prepared by Vendor that specifies the dates on which Vendor plans to begin and complete various parts of the Work, including dates on which information and approvals are required from City.

t. "Subcontractor" is a person or entity retained by Vendor as an independent contractor to provide the labor, materials, equipment, or services necessary to complete a specific portion of the Work. The term Subcontractor does not include Design Professional or Others.

u. "Substantial Completion" of the Work, or of a designated portion, occurs on the date when the Work is sufficiently complete in accordance with the Contract Documents so that City may occupy or utilize the Work, or a designated portion, for the use for which it is intended, without unapproved disruption. This date shall be confirmed by a certificate of Substantial Completion signed by all Parties.

v. A "Sub subcontractor" is a person or entity who has an agreement with a Subcontractor or another sub subcontractor or Supplier to perform a portion of the Subcontractor's Work or supply material or equipment.

w. A "Supplier" is a person or entity retained by Vendor to provide material or equipment for the Work.

x. "Terrorism" means a violent act, or an act that is dangerous to human life, property, or infrastructure, that is committed by an individual or individuals and that appears to be part of an effort to coerce a civilian population or to influence the policy or affect the conduct of any government by coercion. Terrorism includes, but is not limited to, any act certified by the United States government as an act of terrorism pursuant to the Terrorism Risk Insurance Act, as amended.

y. "Work" means the construction services necessary or incidental to fulfill Vendor's obligations for the Project in accordance with and reasonably inferable from the Contract Documents. The Work may refer to the whole Project or only a part of the Project if work is also being performed by Owner or Others.

z. "Worksite" means the area of the Project where the Work is to be performed.

aa. "Bi-monthly basis" means every fourteen to sixteen calendar days.

6. Contract Document Review and Administration

a. Before commencing the Work, KINCO shall examine and compare the drawings and specifications with information furnished by the City and Design Professional that are considered Contract Documents, relevant field measurements made by KINCO, and any visible conditions at the Worksite affecting the Work.

b. Should KINCO discover any errors, omissions, or inconsistencies in the Contract Documents, KINCO shall promptly report them to the City and Design Professional. Following receipt of written notice of defects, City shall promptly inform KINCO what action, if any, KINCO shall take with regard to the defect.

c. Nothing in this section shall relieve KINCO of responsibility for its own errors, inconsistencies, or omissions.

d. COST REPORTING: KINCO shall maintain complete, accurate, and current records that comply with generally accepted accounting principles and calculate the proper financial management under this Agreement. KINCO shall maintain a complete set of all books and records prepared or used by KINCO with respect to the Project. City shall be afforded access to all of KINCO's records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to this Agreement. KINCO shall preserve all such records for a period of three years after the final payment or longer where required by Law.

7. Warranty

a. KINCO warrants all materials and equipment furnished under the Construction Phase of this Agreement will be new unless otherwise specified, of good quality, in conformance with the Contract Documents, and free from defective workmanship and materials. At City or Design Professional request, KINCO shall furnish satisfactory evidence of the quality and type of materials and equipment furnished. KINCO further warrants all Work shall be free from material defects not intrinsic in the design or materials required in the Contract Documents. KINCO's warranty does not include remedies for defects or damages caused by normal wear and tear during normal usage beyond the warranty period, use for a purpose for which the Project was not intended, improper or insufficient maintenance, modifications performed by the City or others, or abuse. KINCO 's warranty shall commence on the Date of Final Completion of the Project.

b. To the extent products, equipment, systems, or materials incorporated in the Work are specified and purchased by the City, they shall be covered exclusively by the warranty of the manufacturer. There are no warranties which extend beyond the description on the face of any such warranty. For such incorporated items, ALL OTHER WARRANTIES EXPRESSED OR IMPLIED INCLUDING THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED.

c. KINCO shall obtain from its Subcontractors and Suppliers any special or extended warranties required by the Contract Documents. KINCO's liability for such warranties shall be limited to the one-year correction period, as further defined in this Agreement. After that period KINCO shall provide full and comprehensive assistance to the City in enforcing the obligations of Subcontractors or Suppliers for such extended warranties.

d. Correction of Work:

i. If before Substantial Completion or within two-years after the date of Final Completion of the Work any Defective Work is found, City shall promptly notify KINCO in writing. Unless City provides written acceptance of the condition, KINCO shall promptly correct the Defective Work at its own cost and time and bear the expense of additional services required for correction of any Defective Work for which it is responsible. If within the two-year correction period City discovers and does not promptly notify KINCO or give KINCO an opportunity to test or correct Defective Work as reasonably requested by KINCO, City waives KINCO 's obligation to correct that Defective Work as well as City's right to claim a breach of the warranty with respect to that Defective Work.

ii. If KINCO fails to correct Defective Work within a reasonable time after receipt of written notice from City before final payment, City may correct it in accordance with the City's right to carry out the Work. In such case, an appropriate Change Order shall be issued deducting the cost of correcting the Defective Work from payments then or thereafter due KINCO. If payments then or thereafter due KINCO are not sufficient to cover such amounts, KINCO shall pay the difference to City.

iii. KINCO's obligations and liability, if any, with respect to any Defective Work discovered after the two-year correction period shall be determined by the Law. If, after the two-year correction period but before the applicable limitation period has expired, City discovers any Work which City considers Defective Work, City shall, unless the Defective Work requires emergency correction, promptly notify KINCO and allow KINCO an opportunity to correct the Work if KINCO elects to do so. If KINCO elects to correct the Work, it shall provide written notice of such intent within fourteen (14) Days of its receipt of notice from City and shall complete the correction of Work within a mutually agreed timeframe. If KINCO does not elect to correct the Work, City may have the Work corrected by itself or Others, and, if City intends to seek recovery of those costs from KINCO, City shall promptly provide KINCO with an accounting of the actual correction costs.

iv. If KINCO's correction or removal of Defective Work causes damage to or destroys other completed or partially completed work or existing building, KINCO shall be responsible for the cost of correcting the destroyed or damaged property.

v. The two-year period for correction of Defective Work does not constitute a limitation period with respect to the enforcement of KINCO's other obligations under the Contract Documents.

vi. Before final payment, at City option and with KINCO's agreement, City may elect to accept Defective Work rather than require its removal and correction. In such cases the contract shall be equitably adjusted for any diminution in the value, as determined by City, of the Project caused by such Defective Work via formal written change order.

8. Safety of Persons and Property

a. SAFETY PROGRAMS: KINCO holds overall responsibility for safety programs. However, such obligation does not relieve Subcontractors of their safety responsibilities and to comply with the Law. KINCO shall prevent against injury, loss, or damage to persons or property by taking reasonable steps to protect: (a) its employees and other persons at the Worksite; (b) materials and equipment stored at onsite or offsite locations for use in performing the Work; and (c) property located at the Worksite and adjacent to work areas, whether or not the property is part of the Worksite.

b. KINCO'S SAFETY REPRESENTATIVE: KINCO shall designate an individual at the Worksite in its employ as its safety representative. Unless otherwise identified by KINCO in writing to City, KINCO's project superintendent shall serve as its safety representative. KINCO shall report promptly in writing all recordable accidents and injuries occurring at the Worksite. When KINCO is required to file an accident report with a public authority, KINCO shall furnish a copy of the report to City.

c. KINCO shall provide City with copies of all notices required of KINCO by the Law. KINCO's safety program shall comply with the requirements of governmental and quasi-governmental authorities having jurisdiction.

i. Damage or loss not insured under property insurance that may arise from the Work, to the extent caused by negligent or intentionally wrongful acts or omissions of KINCO, or anyone for whose acts KINCO may be liable, shall be promptly remedied by KINCO.

d. If City deems any part of the Work or Worksite unsafe, City, without assuming responsibility for KINCO's safety program, may require performance of the Work be stopped, and take corrective measures satisfactory to City. If KINCO does not adopt corrective measures, City may perform them and deduct their cost from the Contract amount KINCO agrees to make no claim for damages, an increase in the Contract amount, or for a change in the Dates of Substantial or Final Completion based on KINCO's compliance with City's reasonable request.

9. Subcontracts:

a. BINDING OF SUBCONTRACTORS AND SUPPLIERS: KINCO agrees to bind every Subcontractor and Supplier and require every Subcontractor to so bind its subcontractors and significant supplier, to the Contract Documents as they apply to the Subcontractor's or Supplier's applicable provisions to that portion of the Work.

b. KINCO agrees not to subcontract at risk related services without prior written consent from the City.

10. Fees, Expenses, and Payments:

a. KINCO, at its own cost and expense, shall furnish all labor, materials, supplies, machinery, equipment, tools, supervision, bonds, insurance, tax permits, and all other accessories and services necessary to

complete items bid per Bid 25-43 as stated in KINCO's bid response, and in accordance with specifications attached hereto and made a part hereof under Bid 25-43, all included herein as if spelled out word for word.

b. This turn-key project providing labor and materials shall be provided to the City for a not to exceed fee of $4,697,184.26 US Dollars, not including any City Council approved contingency.

c. The City of Fayetteville shall pay KINCO for completion of the project based on a percentage of work completed. At no point shall payment exceed the percentage of work completed, as determined by the City.

d. Payments will be made after approval and acceptance of work and submission of invoice Payments will be made approximately 30 days after approval of invoice. The City of Fayetteville reserves the right to request receipts for materials purchased for the City of Fayetteville from suppliers, subcontractors, or other sources. The City of Fayetteville does not agree to any interest or penalty for "untimely" payments.

e. The City reserves the right to withhold five percent (5%) retainage from all payments until project is completed in full.

f. Not to exceed pricing shall include but not be limited to:

   i. Labor wages directly employed by KINCO in performing of the Work.

   ii. Salaries of KINCO 's employees when stationed at the field office, in whatever capacity employed, employees engaged on the road expediting the production or transportation of material and equipment, and employees from the principal or branch office as mutually agreed by the Parties in writing.

   iii. Cost of all employee benefits and taxes, including but not limited to, workers' compensation, unemployment compensation, social security, health, welfare, retirement, and other fringe benefits as required by law, labor agreements, or paid under KINCO's standard personnel policy, insofar as such costs are paid to employees of KINCO who are included in the Cost of the Work.

   iv. Transportation, travel, hotel, and moving expenses KINCO's personnel incurred in connection with the Work.

   v. Cost of all materials, supplies, and equipment incorporated in the Work, including costs of inspection and testing if not provided by City, transportation, storage, and handling.

   vi. Payments made by KINCO to Subcontractors for work performed under this Agreement.

   vii. Cost, including transportation and maintenance of all materials, supplies, equipment, temporary facilities, and hand tools not owned by the workers that are used or consumed in the performance of the Work, less salvage value or residual value; and cost less salvage value on such items used, but not consumed that remain the property of KINCO.

   viii. Rental charges of all necessary machinery and equipment, exclusive of hand tools owned by workers, used at the Worksite, whether rented from KINCO or others, including installation, repair, and replacement, dismantling, removal, maintenance, transportation, and delivery costs at competitive market rates.

   ix. Cost of the premiums for all insurance and surety, performance, and payment bonds which KINCO is required to procure or deems necessary and approved by City.

   x. Sales, use, gross receipts, or other taxes, tariffs, or duties related to the Work for which KINCO is liable.

   xi. Permits, taxes, fees, licenses, tests, royalties.

xii. Losses, expenses, or damages to the extent not compensated by insurance or otherwise, and the cost of corrective work during the Construction Phase and for the warranty period.

xiii. Costs associated with establishing, equipping, operating, maintaining, mobilizing and demobilizing the field office and site.

xiv. Water, power, and fuel costs necessary for the Work.

xv. Cost of removal of all nonhazardous substances, debris, and waste materials.

xvi. Costs incurred due to an emergency affecting the safety of persons or property.

xvii. Costs directly incurred in the performance of the Work or in connection with the Project, and not included in KINCO's Fee, which are reasonably inferable from the Contract Documents.

g. STORED MATERIALS AND EQUIPMENT: Unless otherwise provided in the contract documents, applications for payment may include materials and equipment not yet incorporated into the Work but delivered to and suitably stored onsite or offsite including applicable insurance, storage, and costs incurred transporting the materials to an offsite storage facility. Approval of payment applications for stored materials and equipment stored offsite shall be conditioned on a submission by KINCO of bills of sale and proof of required insurance, or such other documentation satisfactory to City to establish the proper valuation of the stored materials and equipment, City's title to such materials and equipment, and to otherwise protect City's interests therein, including transportation to the Worksite. Materials and equipment stored offsite shall be in a bonded and insured secure facility.

h. FINAL PAYMENT: Upon satisfactory completion of the work performed under this Agreement, as a condition before final payment under this Agreement, or as a termination settlement under this Agreement, KINCO shall execute and deliver to CITY OF FAYETTEVILLE a release of all claims against CITY OF FAYETTEVILLE arising under or by virtue of this Agreement, except claims which are specifically exempted by KINCO to be set forth therein.

i. Unless otherwise provided in this Agreement or by State law or otherwise expressly agreed to by the parties to this Agreement, final payment under this Agreement or settlement upon termination of this Agreement shall not constitute a waiver of CITY OF FAYETTEVILLE's claims against KINCO or sureties under this Agreement.

11. Project Bonding - Performance and payment bonding: After execution of this contract by all parties, KINCO shall provide 100% separate performance and payment bonds (inclusive of any approved contingency) from a bonding company, licensed to do business in the state of Arkansas. Bonds shall be recorded and stamped at the Washington County Circuit Clerk. Bonds shall be provided within ten (10) calendar days after this contract has been executed by all parties. If bonds are not inclusive of council approved contingency, bond rider(s) will be required for any change orders.

    a. All bonds shall be listed with the U.S. Treasury Department listing of approved surety's (T-List) and shall be rated A+ minimum by A. M. Best.

12. Time:

    a. SUBSTANTIAL and FINAL COMPLETION: Date of Substantial Completion and the Date of Final Completion shall be established in the contract documents as a hard not-to-exceed date. If such dates are not established upon the execution of this Agreement, a Date of Substantial Completion and Date of Final Completion of the Work shall be established via Change Order.

    b. Time is of the essence with regard to the obligations of the Contract Documents.

c. Unless instructed by City in writing, KINCO shall not knowingly commence the Work before the effective date of KINCO's required insurance, bonds, and formal written and signed Purchase Order issued by the City of Fayetteville Procurement Division.

d. Schedule of Work: Before submitting its first application for payment, KINCO shall submit to City and, if directed, Design Professional, a Schedule of the Work showing the dates on which KINCO plans to begin and complete various parts of the Work, including dates on which information and approvals are required from City. Except as otherwise directed by City, KINCO shall comply with the approved Schedule of the Work.

   i. City may determine the sequence in which the Work shall be performed, provided it does not unreasonably interfere with the approved project schedule. City may require KINCO to make reasonable changes in the sequence at any time during the performance of the Work in order to facilitate the performance of work by City or Others. If KINCO consequently incurs costs or is delayed, the Dates of Substantial or Final Completion, or both KINCO may seek equitable adjustment.

e. NOTICE OF DELAY CLAIMS: If KINCO requests an equitable extension of the Contract Time or an equitable adjustment contract as a result of a delay described, KINCO shall give City written notice of the claim. If KINCO causes delay in the completion of the Work, City shall be entitled to recover its additional costs.

13. Substantial Completion:

a. The Work shall be Substantially Completed within 310 calendar days after the date when the Contract Times commence to run as provided in the GENERAL CONDITIONS.

b. KINCO shall notify City and, if directed, Design Professional when it considers Substantial Completion of the Work or a designated portion to have been achieved. City, with the assistance of its Design Professional, shall promptly conduct an inspection to determine whether the Work or designated portion can be occupied or used for its intended use by City without excessive interference in completing any remaining unfinished Work. If City determines the Work or designated portion has not reached Substantial Completion, City, with the assistance of its Design Professional, shall promptly compile a list of items to be completed or corrected so City may occupy or use the Work or designated portion for its intended use. KINCO shall promptly and accurately complete all items on the list.

c. When Substantial Completion of the Work or a designated portion is achieved, KINCO shall prepare a Certificate of Substantial Completion establishing the date of Substantial Completion and the respective responsibilities of each Party for interim items such as security, maintenance, utilities, insurance, and damage to the Work, and fixing the time for completion of all items on the list accompanying the Certificate. The Certificate of Substantial Completion shall be submitted by KINCO to City and, if directed, to Design Professional for written acceptance of responsibilities assigned in the Certificate of Substantial Completion.

d. Unless otherwise provided in the Certificate of Substantial Completion, warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or a designated portion.

e. Upon City's written acceptance of the Certificate of Substantial Completion, City shall pay to KINCO the remaining retainage held by City for the Work described in the Certificate of Substantial Completion less a sum equal to one hundred and fifty percent (150%) of the estimated cost of completing or correcting remaining items on that part of the Work, as agreed to by the Parties as necessary to achieve Final Completion, including all close outs. Uncompleted items shall be completed by KINCO in a mutually agreed upon timeframe.

14. Final Completion:

a. The Work shall be completed and ready for final payment in accordance with the GENERAL CONDITIONS within 340 calendar days after the date when the Contract Times commence to run.

b. Upon notification from KINCO that the Work is complete and ready for final inspection and acceptance, City, with the assistance of its Design Professional shall promptly conduct an inspection to determine if the Work has been completed and is acceptable under the Contract Documents.

c. When the Work is complete, KINCO shall prepare for City's written acceptance a final application for payment stating that to the best of KINCO's knowledge, and based on City's inspections, the Work has reached Final Completion in accordance with the Contract Documents.

d. Final payment shall be made to KINCO within thirty (30) Days of submitted application for final payment, pending the application has been approved by the City, including submissions required, and a Certificate of Final Completion has been executed by all Parties.

e. Final payment shall be due on KINCO's submission of the following to the City:

   i. an affidavit declaring any indebtedness connected with the Work, to have been paid, satisfied, or to be paid with the proceeds of final payment, so as not to encumber City property;

   ii. as-built drawings, manuals, copies of warranties, and all other close-out documents required by the Contract Documents;

   iii. release of any liens, conditioned on final payment being received;

   iv. consent of any surety; and

   v. any outstanding known and unreported accidents or injuries experienced by KINCO or its Subcontractors at the Worksite.

f. If, after Substantial Completion of the Work, the Final Completion of a portion of the Work is materially delayed through no fault of KINCO. If approved by City, they shall pay the balance due for any portion of the Work fully completed and accepted. If the remaining contract balance for Work not fully completed and accepted is less than the retained amount before payment, KINCO shall submit to City and, if directed, Design Professional the written consent of any surety to payment of the balance due for portions of the Work that are fully completed and accepted. Such payment shall not constitute a waiver of claims, but otherwise shall be governed by this section.

g. ACCEPTANCE OF FINAL PAYMENT: Unless KINCO provides written identification of unsettled claims with an application for final payment, its acceptance of final payment constitutes a waiver of such claims.

h. KINCO shall ensure that the City of Fayetteville receives lien waivers from all material suppliers, subcontractors and sub-subcontractors and KINCO work begins on the project. KINCO shall give written notice to the material suppliers, subcontractors and sub-subcontractors providing work on the project that states the following:

   i. '*According to Arkansas law, it is understood that no liens can be filed against public property if valid and enforceable payment and performance bond is in place. Regarding this Project and Agreement, the valid and enforceable bonds are with (____name of surety____).*'

   ii. KINCO shall have each subcontractor, sub-subcontractor and material supplier execute a written receipt evidencing acknowledgment of this statement prior to commencement of the work of the subcontractor or material supplier.

15. Liquidated Damages: KINCO accepts the provisions as to liquidated damages in the event of failure to complete the Work within the total completion time. Liquidated damages in the sum of $450.00 USD for each consecutive calendar day thereafter will be assessed.

16. Notices: Any notice required to be given under this Agreement to either party to the other shall be sufficient if addressed and mailed, certified mail, postage paid, delivery, fax or e-mail (receipt confirmed), or overnight courier.

17. Jurisdiction: Legal jurisdiction to resolve any disputes shall be Arkansas with Arkansas law applying to the case.

18. Venue: Venue for all legal disputes shall be Washington County, Arkansas.

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

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

21. Insurance:

    a. Before starting the Work and as a condition precedent to payment, KINCO shall procure and maintain in force Workers' Compensation Insurance, Employers' Liability Insurance, Business Automobile Liability Insurance, and Commercial General Liability Insurance ("CGL"). The CGL policy shall include coverage for liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, contractual liability, pollution coverage, and broad form property damage. KINCO shall maintain completed operations liability insurance for one year after Substantial Completion, or as required by the Contract Documents, whichever is longer.

    b. Employers' Liability, Business Automobile Liability, and CGL coverages required may be provided by a single policy for the full limits required or by a combination of underlying policies with the balance provided by excess or umbrella liability policies.

    c. KINCO shall maintain in effect all insurance coverage required with insurance companies lawfully authorized to do business in the jurisdiction in which the Project is located. If KINCO fails to obtain or maintain any insurance coverage required under this Agreement, City may purchase such coverage and charge the expense to KINCO or terminate this Agreement.

    d. To the extent commercially available to KINCO from its current insurance company, insurance policies required shall contain a provision that the insurance company or its designee shall give City written notice transmitted in paper and electronic format: (a) 30 Days before coverage is nonrenewed by the insurance company and (b) within 10 Business Days after cancelation of coverage by the insurance company. Before commencing the Work and upon renewal or replacement of the insurance policies, KINCO shall furnish City with certificates of insurance until one year after Substantial Completion or longer if required by the Contract Documents. In addition, if any insurance policy required is not to be immediately replaced without lapse in coverage when it expires, exhausts its limits, or is to be cancelled, KINCO shall give City prompt written notice upon actual or constructive knowledge of such condition.

    e. Certificates of Insurance shall list the City as Additional Insured Parties.

f. PROPERTY INSURANCE:

i. At no time shall any policy be covered by self-insurance or in a self-insured format. All policies shall be covered by an approved commercial insurance professional properly licensed to do business in Arkansas.

ii. Unless otherwise directed in writing by City, before starting the Work, KINCO shall obtain and maintain a Builder's Risk Policy upon the entire Project for the full cost of replacement at the time of loss, including existing structures. This insurance shall also (a) name KINCO, Subcontractors, Sub subcontractors, and Design Professional as named insureds; (b) be written in such form to cover all risks of physical loss except those specifically excluded by the policy; and (c) insure at least against and not exclude:

1. The perils of fire, lightning, explosion, windstorm, hail, smoke, aircraft (except aircraft, including helicopter, operated by or on behalf of KINCO) and vehicles, riot and civil commotion, theft, vandalism, malicious mischief, debris removal, flood, earthquake, earth movement, water damage, wind damage, testing if applicable, collapse, however caused;

2. Damage resulting from defective design, workmanship, or material;

3. Coverage extension for damage to existing buildings, plant, or other structures at the Worksite, when the Project is contained within or attached to such existing buildings, plant or structures. Coverage shall be to the extent loss or damage arises out of Constructor's activities or operations at the Project.

4. Equipment breakdown, including mechanical breakdown, electrical injury to electrical devices, explosion of steam equipment, and damage to steam equipment caused by a condition within the equipment;

5. Testing coverage for running newly installed machinery and equipment at or beyond the specified limits of their capacity to determine whether they are fit for their intended use; and

6. Physical loss resulting from Terrorism.

iii. The Party that is the primary cause of a Builder's Risk Policy claim shall be responsible for any deductible amounts or coinsurance payments. If no Party is the primary cause of a claim, then the Party obtaining and maintaining the Builder's Risk Policy shall be responsible for the deductible amounts or coinsurance payments. This policy shall provide for a waiver of subrogation. This insurance shall remain in effect until final payment has been made or until no person or entity other than City has an insurable interest in the property to be covered by this insurance, whichever is sooner. Partial occupancy or use of the Work shall not commence until City has secured the consent of the insurance company or companies providing the coverage required in this subsection. Before commencing the Work, City shall provide a copy of the property policy or policies obtained.

iv. If City elects to purchase the property insurance required by this Agreement, including all of the coverages and deductibles for the same durations specified, City shall give written notice to KINCO before the Work is commenced and provide a copy of the property policy or policies obtained in compliance with this agreement. City may then provide insurance to protect its interests and the interests of the Constructor, Subcontractors, Suppliers, and Subsubcontractors. The cost of this insurance shall be paid by City in a Change Order. If City gives written notice of its intent to purchase property insurance required by this Agreement and fails to purchase or maintain such insurance, City shall be responsible for costs reasonably attributed to such failure.

v. The Parties each waive all rights against each other and their respective employees, agents, contractors, subcontractors, suppliers, sub subcontractors, and design professionals for damages caused by risks covered by the property insurance, except such rights as they may have to the proceeds of the insurance.

1. To the extent of the limits of KINCO's Commercial General Liability Insurance, KINCO shall indemnify and hold harmless City against any and all liability, claims, demands, damages, losses, and expenses, including attorneys' fees, in connection with or arising out of any damage or alleged damage to any of City's existing adjacent property, including personal property, that may arise from the performance of the Work, to the extent caused by the negligent or intentionally wrongful acts or omissions of KINCO, Subcontractor, Supplier, Sub subcontractor, or anyone employed directly or indirectly by any of them or by anyone for whose acts any of them may be liable.

g. RISK OF LOSS: Except to the extent a loss is covered by applicable insurance, risk of loss from damage to the Work shall be upon the Party obtaining and maintaining the Builder's Risk until the Date of Final Completion.

h. ADDITIONAL GENERAL LIABILITY COVERAGE: City shall require KINCO to purchase and maintain additional liability coverage. KINCO shall provide:

i. Additional Insured. City shall be named as an additional insured on KINCO's Commercial General Liability (CGL) specified, for on-going operations and completed operations, excess/umbrella liability, commercial automobile liability, and any required pollution liability, but only with respect to liability for bodily injury, property damage, or personal and advertising injury to the extent caused by the negligent acts or omissions of KINCO, or those acting on KINCO's behalf, in the performance of KINCO's work for the City of Fayetteville at the Worksite. The insurance of the KINCO and its Subcontractors (both primary and excess) shall be primary to any insurance available to the Additional Insureds. Any insurance available to the Additional Insureds shall be excess and non-contributory.

ii. OCP. KINCO shall provide an Owners' (City) and Contractors' Protective Liability Insurance ("OCP") policy with limits equal to the limits on CGL specified, or limits as otherwise required by City.

i. Any documented additional cost in the form of a surcharge associated with procuring the additional liability coverage in accordance with this subsection shall be paid by KINCO. Before commencing the Work, KINCO shall provide either a copy of the OCP policy, or a certificate and endorsement evidencing that City has been named as an additional insured, as applicable.

i. ROYALTIES, PATENTS, AND COPYRIGHTS: KINCO shall pay all royalties and license fees which may be due on the inclusion of any patented or copyrighted materials, methods, or systems selected by KINCO and incorporated in the Work. KINCO shall defend, indemnify, and hold City harmless from all suits or claims for infringement of any patent rights or copyrights arising out of such selection.

j. PROFESSIONAL LIABILITY INSURANCE: To the extent KINCO is required to procure design services, KINCO shall require its design professionals to obtain a commercial professional liability insurance for claims arising from the negligent performance of professional services under this Agreement, with a company reasonably satisfactory to City, including coverage for all professional liability caused by any consultants to KINCO's design professional, written for not less than one million US dollars ($1,000,000) per claim and in the aggregate. KINCO's design professional shall pay the deductible. The Professional Liability Insurance shall contain a retroactive date providing prior acts coverage sufficient to cover all Services performed by KINCO's design professional for this Project. Coverage shall be continued in effect for the entire warranty period.

22. Professional Responsibility: KINCO will exercise reasonable skill, care, and diligence in the performance of services and will carry out its responsibilities in accordance with customarily accepted professional practices. CITY OF FAYETTEVILLE will promptly report to KINCO any defects or suspected defects in services of which CITY OF FAYETTEVILLE becomes aware, so KINCO can take measures to minimize the consequences of such a defect. CITY OF FAYETTEVILLE retains all remedies to recover for its damages caused by any negligence of KINCO.

23. Responsibility of the City of Fayetteville

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

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

        ii. Assist KINCO by placing at KINCO's disposal, all available information pertinent to the assignment including previous reports and any other data relative thereto.

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

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

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

        vi. The City of Fayetteville's Park Planning Superintendent is the project representative with respect to the services to be performed under this Agreement. The Park Planning Superintendent Representative shall have complete authority to transmit instructions, receive information, interpret and define policies and decisions with respect to materials, equipment, elements and systems to be used in the Project, and other matters pertinent to the services covered by this Agreement.

24. Cost Opinions and Projections: Cost opinions and projections prepared by the KINCO relating to construction costs and schedules, operation and maintenance costs, equipment characteristics and performance, cost estimating, and operating results are based on KINCO's experience, qualifications, and judgment as a professional.

25. Period of Service: This Agreement will become effective upon the first written notice by CITY OF FAYETTEVILLE authorizing services hereunder.

    a. The provisions of this Agreement have been agreed to in anticipation of the orderly progress of the Project through completion of the services stated in the Agreement. KINCO shall proceed with providing the authorized services immediately upon receipt of written authorization from CITY OF FAYETTEVILLE. Said authorization shall include the scope of the services authorized and the time in which the services are to be completed.

26. Termination:

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

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

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

    b. This Agreement may be terminated in whole or in part in writing by CITY OF FAYETTEVILLE for its convenience, provided that KINCO is given:

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

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

c. If termination for default is affected by CITY OF FAYETTEVILLE, an equitable adjustment in the price provided for in this Agreement shall be made, but

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

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

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

e. Upon receipt of a termination action under Paragraphs above, KINCO shall:

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

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

f. Upon termination under sections above CITY OF FAYETTEVILLE may take over the work and may award another party an agreement to complete the work under this Agreement.

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

27. Delays

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

b. In the event the services are suspended or delayed by KINCO, CITY shall be entitled to compensation and time for reasonable costs incurred in temporarily closing down or delaying the Project.

28. Rights and Benefits: KINCO's services shall be performed solely for the benefit of CITY OF FAYETTEVILLE and not for the benefit of any other persons or entities.

29. Dispute Resolution

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

b. Exhaustion of Remedies Required: No action may be filed unless the parties first negotiate. If timely Notice is given as described in this agreement, but an action is initiated prior to exhaustion of these

procedures, such action shall be stayed, upon application by either party to a court of proper jurisdiction, until the procedures in this agreement have been complied with.

c. Notice of Dispute

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

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

iii. Negotiation: Within seven (7) calendar days of receipt of the Notice, the Project Managers for CITY OF FAYETTEVILLE and KINCO shall confer in an effort to resolve the dispute. If the dispute cannot be resolved at that level, then, upon written request of either side, the matter shall be referred to the President of KINCO, and the Mayor of CITY OF FAYETTEVILLE or their designee. These officers shall meet at the Project Site or such other location as is agreed upon within 30 calendar days of the written request to resolve the dispute.

30. Sufficient Funds: The CITY represents to have sufficient funds or the means of obtaining funds to remit payment to KINCO for services rendered by KINCO. All parties agree if funding should become insufficient to complete the project, KINCO shall be notified in a timely manner.

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

32. Publications: Recognizing the importance of professional services on the part of KINCO's employees and the importance of KINCO's public relations, KINCO may prepare publications, such as technical papers, articles for periodicals, promotional materials, and press releases, in electronic or other format, pertaining to KINCO's services for the Project. Such publications will be provided to CITY OF FAYETTEVILLE in draft form for CITY OF FAYETTEVILLE's advance review. CITY OF FAYETTEVILLE shall review such drafts promptly and provide CITY OF FAYETTEVILLE's comments to KINCO, CITY OF FAYETTEVILLE may require deletion of proprietary data or confidential information from such publications, but otherwise CITY OF FAYETTEVILLE will not unreasonably withhold approval. Approved materials may be used in a variety of situations and do not require additional review or approval for each use. The cost of KINCO's activities pertaining to any such publication shall be for KINCO's account.

33. Ownership of Documents:

a. All documents provided by CITY OF FAYETTEVILLE including original drawings, CAD drawings, estimates, field notes, and project data are and remain the property of CITY OF FAYETTEVILLE. KINCO may retain reproduced copies of drawings and copies of other documents.

b. Engineering and architectural documents, computer models, drawings, specifications and other hard copy or electronic media prepared by KINCO as part of the Services shall become the property of CITY OF FAYETTEVILLE when KINCO has been compensated for all Services rendered, provided, however, KINCO shall have the unrestricted right to their use. KINCO shall, however, retain its rights in its standard drawings details, specifications, databases, computer software, and other proprietary property. Rights to

intellectual property developed, utilized, or modified in the performance of the Services shall remain the property of KINCO.

c. Any files delivered in electronic medium may not work on systems and software different than those with which they were originally produced. KINCO makes no warranty as to the compatibility of these files with any other system or software. Because of the potential degradation of electronic medium over time, in the event of a conflict between the sealed original drawings/hard copies and the electronic files, the sealed drawings/hard copies will govern.

34. Additional Responsibilities of KINCO:

a. Review, approval, or acceptance of design drawings, specifications, reports and other services furnished hereunder by CITY shall not in any way relieve KINCO of responsibility for the technical adequacy of the work. Review, approval or acceptance of, or payment for any of the services by CITY shall not be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

b. KINCO shall be and shall remain liable, in accordance with applicable law, for all damages to CITY OF FAYETTEVILLE caused by KINCO's negligent performance, except beyond the KINCO's normal standard of care, of any of the services furnished under this Agreement, and except for errors, omissions or other deficiencies to the extent attributable to CITY OF FAYETTEVILLE or CITY OF FAYETTEVILLE-furnished data.

c. KINCO's obligations under this clause are in addition to KINCO's other express or implied assurances under this Agreement or State law and in no way diminish any other rights that CITY OF FAYETTEVILLE may have against KINCO for faulty materials, equipment, or work.

35. Audit and Access to Records:

a. KINCO shall maintain books, records, documents and other evidence directly pertinent to performance on work under this Agreement in accordance with generally accepted accounting principles and practices consistently applied in effect on the date of execution of this Agreement.

b. KINCO shall also maintain the financial information and data used by KINCO in the preparation of support of the cost submission required for any negotiated agreement or change order and send to CITY OF FAYETTEVILLE a copy of the cost summary submitted. CITY OF FAYETTEVILLE, the State or any of their authorized representatives shall have access to all such books, records, documents and other evidence for the purpose of inspection, audit and copying during normal business hours. KINCO will provide proper facilities for such access and inspection.

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

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

i. Negotiated prime agreements

ii. Negotiated change orders or agreement amendments affecting the price of any formally advertised, competitively awarded, fixed price agreement

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

1. With respect to record pertaining directly to sub agreement performance, excluding any financial records of **KINCO**;
2. If there is any indication that fraud, collusion, gross abuse or corrupt practices may be involved;
3. If the sub agreement is terminated for default or for convenience.

36. Covenant Against Contingent Fees: **KINCO** warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement of understanding for a commission, percentage, brokerage or continent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by **KINCO** for the purpose of securing business. For breach or violation of this warranty, CITY OF FAYETTEVILLE shall have the right to annul this Agreement without liability or at its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

37. Gratuities:

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

b. The CITY may pursue the same remedies against **KINCO** as it could pursue in the event of a breach of the Agreement by **KINCO**. As a penalty, in addition to any other damages to which it may be entitled by law, CITY OF FAYETTEVILLE may pursue exemplary damages in an amount, as determined by CITY, which shall be not less than three nor more than ten times the costs **KINCO** incurs in providing any such gratuities to any such officer or employee.

c.

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

CITY OF FAYETTEVILLE, ARKANSAS

By:_____
Molly Rawn, Mayor

ATTEST:
By:_____
Kara Paxton, City Clerk - Treasurer

Date Signed: _____

KINCO CONSTRUCTORS

By: Marc Dillard
Marc Dillard, Executive Vice President

Date Signed: 8-27-25

CITY OF FAYETTEVILLE ARKANSAS

BID TABULATION

Bid 25-43, Construction - Walker Park Improvements, Phase 1

DEADLINE: Tuesday, August 19, 2025 at 2:00 PM

Certification of Funds: $3,850,000.00 *($4,812,500.00 maximum allowed)*

				Kinco Constructors		Legacy Construction Management, Inc		Crossland Heavy Contractors, Inc.		CR Crawford Construction		Milestone Construction Company, LLC		United Golf, LLC	
		Full Scope Total		$4,930,619.86		$5,466,372.47		$5,717,018.64		$6,288,630.02		$6,318,876.78		$7,012,058.42	
		w/ Deduct #1		$4,837,720.36		$5,385,050.47		$5,613,072.64		$6,198,462.32		$6,240,082.00		$6,850,671.69	
		w/ Deduct #1 & #2		**$4,697,184.26**		$5,286,019.27		$5,424,436.64		$6,043,197.72		$6,105,646.12		$6,649,035.03	
		w/ Deduct #1, #2 & #3		**$4,561,514.16**		$5,167,890.90		$5,242,037.39		$5,674,615.47		$5,939,875.45		$6,399,472.48	
Line #	**Description**	**QTY**	**UOM**	**Unit**	**Extended**	**Unit**	**Extended**	**Unit**	**Extended**	**Unit**	**Extended**	**Unit**	**Extended**	**Unit**	**Extended**
Full Scope				**$4,930,619.86**		**$5,466,372.47**		**$5,717,018.64**		**$6,288,630.02**		**$6,318,876.78**		**$7,012,058.42**	
1.1	Bonds and Insurance	1	LS	$63,430.00	$63,430.00	$58,200.00	$58,200.00	$205,055.00	$205,055.00	$286,526.49	$286,526.49	$61,393.00	$61,393.00	$86,568.62	$86,568.62
1.2	Mobilization	1	LS	$32,848.00	$32,848.00	$208,331.95	$208,331.95	$285,165.00	$285,165.00	$328,032.43	$328,032.43	$126,038.90	$126,038.90	$330,757.38	$330,757.38
1.3	Site Layout	1	LS	$5,421.00	$5,421.00	$21,238.31	$21,238.31	$32,975.00	$32,975.00	$5,400.00	$5,400.00	$64,934.90	$64,934.90	$73,091.75	$73,091.75
1.4	Demolition East Side of Creek	1	LS	$140,958.00	$140,958.00	$100,465.44	$100,465.44	$71,850.00	$71,850.00	$145,800.00	$145,800.00	$171,596.90	$171,596.90	$133,793.68	$133,793.68
1.5	Site Grading	1	LS	$113,851.00	$113,851.00	$254,859.74	$254,859.74	$152,530.00	$152,530.00	$125,200.00	$125,200.00	$353,536.20	$353,536.20	$122,159.44	$122,159.44
1.6	Trench and Excavation Safety	1	LS	$2,981.00	$2,981.00	$1,061.92	$1,061.92	$1,270.00	$1,270.00	$6,210.00	$6,210.00	$1,004.10	$1,004.10	$3,199.41	$3,199.41
1.7	Tree Protection Fencing	4814	LF	$5.42	$26,091.88	$6.05	$29,124.70	$2.60	$12,516.40	$5.40	$25,995.60	$4.20	$20,218.80	$3.20	$15,404.80
1.8	Razorback Greenway Fencing	500	LF	$81.30	$40,650.00	$37.54	$18,770.00	$2.60	$1,300.00	$38.18	$19,090.00	$41.70	$20,850.00	$52.35	$26,175.00
1.9	Demolition NW Side of Creek	1	LS	$11,111.00	$11,111.00	$16,221.56	$16,221.56	$41,290.00	$41,290.00	$13,230.00	$13,230.00	$20,199.30	$20,199.30	$11,925.09	$11,925.09
1.10	12'x18' Pavilions - NW Side of Creek	2	EA	$35,896.00	$71,792.00	$34,416.04	$68,832.08	$38,310.00	$76,620.00	$48,732.60	$97,465.20	$45,989.70	$91,979.40	$38,526.11	$77,052.22
1.11	Pedestrian Concrete (4") - NW Side of Creek	4200	SF	$10.94	$45,948.00	$6.69	$28,098.00	$7.60	$31,920.00	$11.34	$47,628.00	$8.40	$35,280.00	$19.84	$83,328.00
1.12	Vehicle Concrete (6") - NW Side of Creek	2783	SF	$13.15	$36,596.45	$9.34	$25,993.22	$11.50	$32,004.50	$14.04	$39,073.32	$13.60	$37,848.80	$25.73	$71,606.59
1.13	New Concrete Curb - NW Side of Creek	200	LF	$19.67	$3,934.00	$28.89	$5,778.00	$30.20	$6,040.00	$32.40	$6,480.00	$33.50	$6,700.00	$109.22	$21,844.00
1.14	Demolition HC Parking & Bridge Wks	1	LS	$6,265.00	$6,265.00	$8,495.32	$8,495.32	$14,650.00	$14,650.00	$8,920.80	$8,920.80	$4,035.40	$4,035.40	$6,724.58	$6,724.58
1.15	Pedestrian Concrete (4") - HC Parking and Bridge Walks	1340	SF	$10.95	$14,673.00	$6.69	$8,964.60	$7.80	$10,452.00	$10.80	$14,472.00	$8.40	$11,256.00	$19.84	$26,585.60
1.16	Vehicle Concrete (6") - HC Parking and Bridge Walks	860	SF	$12.16	$10,457.60	$9.34	$8,032.40	$11.90	$10,234.00	$14.15	$12,169.00	$13.60	$11,696.00	$25.73	$22,127.80
1.17	Stripping/Signage- HC Parking and Bridge Walks	1	LS	$2,818.00	$2,818.00	$5,997.70	$5,997.70	$6,535.00	$6,535.00	$2,808.00	$2,808.00	$3,069.60	$3,069.60	$6,571.02	$6,571.02
1.18	Pedestrian Concrete (4") – Existing Parking Renovations	785	SF	$10.95	$8,595.75	$6.69	$5,251.65	$7.30	$5,730.50	$10.80	$8,478.00	$8.50	$6,672.50	$19.84	$15,574.40
1.19	New Curb– Existing Parking Renovations	72	LF	$27.10	$1,951.20	$28.89	$2,080.08	$30.30	$2,181.60	$43.20	$3,110.40	$35.00	$2,520.00	$109.22	$7,863.84
1.20	Asphalt patching / misc.– Existing Parking Renovations	1	LS	$39,024.00	$39,024.00	$69,024.51	$69,024.51	$5,200.00	$5,200.00	$500.00	$500.00	$11,806.30	$11,806.30	$50,000.00	$50,000.00
1.21	Striping - Parking Lines– Existing Parking Renovations	1	LS	$2,968.00	$2,968.00	$7,221.03	$7,221.03	$7,870.00	$7,870.00	$2,957.04	$2,957.04	$3,232.60	$3,232.60	$7,911.27	$7,911.27
1.22	4" Conc Scooter Parking Slab– Existing Parking Renovations	80	SF	$10.95	$876.00	$6.90	$552.00	$16.85	$1,348.00	$41.63	$3,330.40	$25.90	$2,072.00	$120.81	$9,664.80
1.23	Horseshoes Perimeter 42" Fence	160	LF	$54.20	$8,672.00	$48.22	$7,715.20	$52.50	$8,400.00	$49.04	$7,846.40	$53.60	$8,576.00	$38.39	$6,142.40
1.24	Horseshoes Artificial Turf	3875	SF	$17.84	$69,130.00	$17.48	$67,735.00	$21.15	$81,956.25	$17.78	$68,897.50	$19.40	$75,175.00	$19.15	$74,206.25
1.25	Horseshoes Stairs (2x)	2	EA	$14,176.00	$28,352.00	$1,592.87	$3,185.74	$7,090.00	$14,180.00	$6,210.00	$12,420.00	$7,621.70	$15,243.40	$18,021.43	$36,042.86
1.26	Horseshoe Pits and backstops	20	EA	$902.00	$18,040.00	$883.59	$17,671.80	$1,055.00	$21,100.00	$1,843.63	$36,872.60	$2,372.40	$47,448.00	$968.05	$19,361.00
1.27	Horseshoes Entry Ramp (north)	1	LS	$5,420.00	$5,420.00	$14,017.29	$14,017.29	$4,770.00	$4,770.00	$8,775.00	$8,775.00	$6,366.50	$6,366.50	$14,474.51	$14,474.51
1.28	20'x24' Pavilions – NW Side of Creek	2	LS	$65,660.00	$131,320.00	$57,539.76	$115,079.52	$70,080.00	$140,160.00	$78,377.88	$156,755.76	$80,975.50	$161,951.00	$70,471.01	$140,942.02
1.29	Pickleball Courts A&B	6500	SF	$9.83	$63,895.00	$29.31	$190,515.00	$17.00	$110,500.00	$21.75	$141,375.00	$18.80	$122,200.00	$4.22	$27,430.00
1.30	Pickleball Courts A&B Fencing	360	LF	$54.20	$19,512.00	$66.06	$23,781.60	$72.00	$25,920.00	$67.18	$24,184.80	$73.40	$26,424.00	$46.54	$16,754.40
1.31	Pickleball Court C	2200	SF	$8.54	$18,788.00	$31.08	$68,376.00	$17.90	$39,380.00	$21.75	$47,850.00	$19.70	$43,340.00	$4.22	$9,284.00

1.32	Pickleball Court C Fencing	200	LF	$54.20	$10,840.00	$75.08	$15,016.00	$81.80	$16,360.00	$76.36	$15,272.00	$83.50	$16,700.00	$46.54	$9,308.00
1.33	Convert Batting Cage to Pickleball	1	LS	$56,230.00	$56,230.00	$113,261.79	$113,261.79	$85,455.00	$85,455.00	$81,573.85	$81,573.85	$51,030.10	$51,030.10	$112,072.56	$112,072.56
1.34	Pickleball Stairs	1	EA	$4,029.00	$4,029.00	$1,592.87	$1,592.87	$9,010.00	$9,010.00	$33,728.40	$33,728.40	$9,637.90	$9,637.90	$18,827.68	$18,827.68
1.35	Pedestrian Concrete (4") – Horseshoes and Pickleball Area	10650	SF	$10.95	$116,617.50	$6.90	$73,485.00	$7.50	$79,875.00	$10.80	$115,020.00	$8.30	$88,395.00	$19.84	$211,296.00
1.36	Cobble Border – Horseshoes and Pickleball Area	710	SF	$4.61	$3,273.10	$0.98	$695.80	$26.40	$18,744.00	$7.63	$5,417.30	$27.40	$19,454.00	$3.71	$2,634.10
1.37	Concrete Walls – Horseshoes and Pickleball Area	545	LF	$49.43	$26,939.35	$243.05	$132,462.25	$190.00	$103,550.00	$410.40	$223,668.00	$205.60	$112,052.00	$544.53	$296,768.85
1.38	Instructional signage – Horseshoes and Pickleball Area	1	LS	$3,252.00	$3,252.00	$530.96	$530.96	$580.00	$580.00	$540.00	$540.00	$1,771.00	$1,771.00	$1,163.42	$1,163.42
1.39	Under Drainage – Horseshoes and Pickleball Area	1	LS	$40,995.00	$40,995.00	$19,114.48	$19,114.48	$34,075.00	$34,075.00	$43,811.97	$43,811.97	$40,327.40	$40,327.40	$8,725.68	$8,725.68
1.40	20'x24' Pavilion – Large Plaza Area	1	LS	$69,381.00	$69,381.00	$57,528.65	$57,528.65	$74,050.00	$74,050.00	$82,087.87	$82,087.87	$85,031.10	$85,031.10	$74,467.57	$74,467.57
1.41	Pedestrian Concrete (4") – Large Plaza Area	10920	SF	$10.95	$119,574.00	$6.90	$75,348.00	$7.40	$80,808.00	$13.50	$147,420.00	$8.10	$88,452.00	$19.84	$216,652.80
1.42	Vehicular Concrete (6") – Large Plaza Area	5130	SF	$13.15	$67,459.50	$9.45	$48,478.50	$11.00	$56,430.00	$14.04	$72,025.20	$12.90	$66,177.00	$25.73	$131,994.90
1.43	Concrete Staining – Large Plaza Area	8355	SF	$5.42	$45,284.10	$4.18	$34,923.90	$6.40	$53,472.00	$21.33	$178,212.15	$6.50	$54,307.50	$19.21	$160,499.55
1.44	Seating Walls – Large Plaza Area	205	LF	$162.66	$33,345.30	$243.05	$49,825.25	$160.00	$32,800.00	$307.80	$63,099.00	$188.40	$38,622.00	$638.49	$130,890.45
1.45	Boccie Courts	2	EA	$15,665.00	$31,330.00	$16,354.93	$32,709.86	$16,710.00	$33,420.00	$29,317.51	$58,635.02	$23,192.40	$46,384.80	$16,806.63	$33,613.26
1.46	Corn Hole Courts	2	EA	$10,443.00	$20,886.00	$10,238.45	$20,476.90	$11,140.00	$22,280.00	$19,127.41	$38,254.82	$11,370.20	$22,740.40	$11,204.42	$22,408.84
1.47	Excavation and Haul Off Dirt – Sand Volleyball	800	CY	$41.21	$32,968.00	$23.00	$18,400.00	$17.50	$14,000.00	$41.04	$32,832.00	$24.80	$19,840.00	$44.21	$35,368.00
1.48	Volleyball Sand	700	TON	$113.76	$79,632.00	$111.41	$77,987.00	$121.30	$84,910.00	$113.30	$79,310.00	$123.90	$86,730.00	$122.05	$85,435.00
1.49	Net and Posts – Sand Volleyball	4	EA	$3,749.31	$14,997.24	$3,671.66	$14,686.64	$4,000.00	$16,000.00	$3,734.18	$14,936.72	$4,082.10	$16,328.40	$4,022.63	$16,090.52
1.50	Flush Curb Containment – Sand Volleyball	500	LF	$27.11	$13,555.00	$25.70	$12,850.00	$22.10	$11,050.00	$36.18	$18,090.00	$25.60	$12,800.00	$127.87	$63,935.00
1.51	4' Conc with 48" Fence – Sand Volleyball	193.5	LF	$103.67	$20,060.15	$50.99	$9,866.57	$252.00	$48,762.00	$150.68	$29,156.58	$273.70	$52,960.95	$59.33	$11,480.36
1.52	North 96" Fencing – Sand Volleyball	193.5	LF	$75.91	$14,688.59	$73.17	$14,158.40	$80.00	$15,480.00	$74.42	$14,400.27	$81.40	$15,750.90	$86.09	$16,658.42
1.53	Foot Spray – Sand Volleyball	1	LS	$4,427.00	$4,427.00	$4,335.22	$4,335.22	$4,725.00	$4,725.00	$4,409.05	$4,409.05	$12,612.10	$12,612.10	$9,403.31	$9,403.31
1.54	Under Drainage - Sand Volleyball	345	LF	$37.77	$13,030.65	$72.92	$25,157.40	$40.30	$13,903.50	$37.62	$12,978.90	$41.10	$14,179.50	$40.52	$13,979.40
1.55	Vehicular Concrete (6") – Loop Walk	6415	SF	$13.15	$84,357.25	$9.45	$60,621.75	$11.20	$71,848.00	$14.04	$90,066.60	$12.90	$82,753.50	$25.73	$165,057.95
1.56	Pedestrian Concrete (4") – Loop Walk	9320	SF	$10.95	$102,054.00	$6.90	$64,308.00	$8.90	$82,948.00	$10.80	$100,656.00	$9.60	$89,472.00	$19.84	$184,908.80
1.57	Sand for Soil Enhancement – Sports Fields	1100	CY	$65.06	$71,566.00	$58.41	$64,251.00	$75.90	$83,490.00	$70.20	$77,220.00	$77.40	$85,140.00	$63.99	$70,389.00
1.58	Tahoma Bermuda Turf – Sports Fields	33604	SY	$8.34	$280,258.29	$8.72	$293,027.85	$8.90	$299,076.59	$8.31	$279,250.16	$8.40	$282,274.53	$8.25	$277,233.92
1.59	Irrigation – Sports Fields	1	LS	$88,271.00	$88,271.00	$111,501.14	$111,501.14	$94,180.00	$94,180.00	$87,915.24	$87,915.24	$96,107.40	$96,107.40	$252,788.62	$252,788.62
1.60	Hose bib & Box – Sports Fields	12	EA	$540.79	$6,489.48	$530.96	$6,371.52	$580.00	$6,960.00	$538.65	$6,463.80	$588.80	$7,065.60	$1,419.38	$17,032.56
1.61	Hose bib Pipe (3/4" CL200 PVC) – Sports Fields	2555	LF	$2.10	$5,365.50	$3.19	$8,150.45	$2.25	$5,748.75	$2.10	$5,365.50	$2.30	$5,876.50	$12.33	$31,503.15
1.62	MP Fields French Drains	5900	LF	$24.78	$146,202.00	$50.97	$300,723.00	$15.32	$90,388.00	$29.00	$171,100.00	$63.80	$376,420.00	$26.58	$156,822.00
1.63	18" Pipe – Sports Fields	1450	LF	$61.05	$88,522.50	$92.94	$134,763.00	$90.00	$130,500.00	$65.12	$94,424.00	$108.60	$157,470.00	$65.50	$94,975.00
1.64	24" Pipe – Sports Fields	530	LF	$77.06	$40,841.80	$185.84	$98,495.20	$98.00	$51,940.00	$81.07	$42,967.10	$138.50	$73,405.00	$82.67	$43,815.10
1.65	Catch Basin – Sports Fields	23	EA	$6,143.00	$141,289.00	$4,778.62	$109,908.26	$5,680.00	$130,640.00	$6,226.20	$143,202.60	$4,996.00	$114,908.00	$6,590.79	$151,588.17
1.66	Backstops w Mow strip – Sports Fields	3	EA	$9,977.22	$29,931.66	$12,331.67	$36,995.01	$10,645.00	$31,935.00	$11,070.98	$33,212.94	$10,862.90	$32,588.70	$10,704.55	$32,113.65
1.67	Playground Curb	250	LF	$27.11	$6,777.50	$26.97	$6,742.50	$26.50	$6,625.00	$42.66	$10,665.00	$27.50	$6,875.00	$127.87	$31,967.50
1.68	Pedestrian Concrete (4") – Playground	995	SF	$10.95	$10,895.25	$6.90	$6,865.50	$7.40	$7,363.00	$10.80	$10,746.00	$8.40	$8,358.00	$19.84	$19,740.80
1.69	Play Equipment	1	LS	$149,964.00	$149,964.00	$146,858.07	$146,858.07	$160,000.00	$160,000.00	$149,359.06	$149,359.06	$163,276.30	$163,276.30	$160,896.12	$160,896.12
1.70	Play Equipment Installation	1	LS	$42,113.00	$42,113.00	$41,241.08	$41,241.08	$44,930.00	$44,930.00	$41,943.42	$41,943.42	$45,851.70	$45,851.70	$45,183.29	$45,183.29
1.71	Bonded Rubber Mulch Surfacing – Playground	3680	SF	$48.70	$179,216.00	$21.46	$78,972.80	$53.00	$195,040.00	$48.50	$178,480.00	$54.20	$199,456.00	$43.22	$159,049.60
1.73	Fence and Court Edge Demolition – Post Tension Tennis Courts	1	LS	$5,720.00	$5,720.00	$3,674.23	$3,674.23	$31,000.00	$31,000.00	$2,376.00	$2,376.00	$5,879.90	$5,879.90	$6,137.05	$6,137.05
1.74	Post Tension 5" Slab/Resurfacing – Post Tension Tennis Courts	13813	SF	$2.71	$37,433.23	$13.96	$192,829.48	$13.40	$185,094.20	$17.82	$246,147.66	$16.80	$232,058.40	$17.36	$239,793.68
1.75	New 8' Fencing – Post Tension Tennis Courts	455	LF	$70.48	$32,068.40	$72.42	$32,951.10	$79.00	$35,945.00	$73.65	$33,510.75	$80.50	$36,627.50	$83.77	$38,115.35
1.76	Concrete Connector at Basketball	138	SF	$10.95	$1,511.10	$9.45	$1,304.10	$12.00	$1,656.00	$14.04	$1,937.52	$837.00	$115,506.00	$96.16	$13,270.08
1.77	Lighting and Electrical – Multipurpose Sports Fields	1	LS	$509,006.00	$509,006.00	$445,632.88	$445,632.88	$517,450.00	$517,450.00	$453,222.00	$453,222.00	$507,495.60	$507,495.60	$575,720.02	$575,720.02
1.78	Lighting and Electrical – Sand Volleyball	1	LS	$81,020.00	$81,020.00	$79,346.33	$79,346.33	$86,450.00	$86,450.00	$80,697.60	$80,697.60	$88,217.00	$88,217.00	$86,930.99	$86,930.99
1.79	Lighting and Electrical – Large Plaza, Hshoes & Pickleball	1	LS	$294,827.00	$294,827.00	$288,734.85	$288,734.85	$346,500.00	$346,500.00	$293,652.00	$293,652.00	$321,014.40	$321,014.40	$339,603.27	$339,603.27
1.80	Lighting and Electrical – West Side of Creek	1	LS	$47,385.00	$47,385.00	$46,405.71	$46,405.71	$50,560.00	$50,560.00	$47,196.00	$47,196.00	$51,593.70	$51,593.70	$50,841.60	$50,841.60
1.81	Overstory Trees	78	EA	$650.06	$50,704.68	$619.03	$48,284.34	$700.00	$54,600.00	$647.47	$50,502.66	$652.10	$50,863.80	$678.21	$52,900.38
1.82	Understory Trees	49	EA	$487.46	$23,885.54	$280.20	$13,729.80	$520.00	$25,480.00	$485.52	$23,790.48	$497.80	$24,392.20	$306.98	$15,042.02
1.83	Shrub Three Gallon	261	EA	$56.70	$14,798.70	$33.42	$8,722.62	$60.50	$15,790.50	$56.47	$14,738.67	$57.10	$14,903.10	$36.61	$9,555.21

1.84	Shrub One Gallon	501	EA	$24.01	$12,029.01	$12.63	$6,327.63	$25.60	$12,825.60	$23.91	$11,978.91	$24.50	$12,274.50	$13.83	$6,928.83
1.85	Perennials 4" Pots	95	EA	$20.59	$1,956.05	$5.61	$532.95	$22.00	$2,090.00	$20.52	$1,949.40	$21.20	$2,014.00	$6.14	$583.30
1.86	6" Planning Bed Soil	17635	SF	$1.25	$22,043.75	$0.57	$10,051.95	$1.35	$23,807.25	$1.26	$22,220.10	$1.40	$24,689.00	$0.63	$11,110.05
1.87	Grass Seed- Plain Bermuda	5000	CY	$1.82	$9,100.00	$1.34	$6,700.00	$2.00	$10,000.00	$1.81	$9,050.00	$1.80	$9,000.00	$2.16	$10,800.00
1.88	Grass Sod - Tahoma	3800	SF	$4.61	$17,518.00	$0.98	$3,724.00	$5.00	$19,000.00	$4.59	$17,442.00	$4.60	$17,480.00	$1.07	$4,066.00
1.89	Landscape Boulders (1-3 ton)	17	EA	$262.42	$4,461.14	$236.71	$4,024.07	$280.00	$4,760.00	$261.42	$4,444.14	$272.00	$4,624.00	$259.34	$4,408.78
1.90	Trash Receptacles	10	EA	$1,589.01	$15,890.10	$1,556.17	$15,561.70	$1,695.00	$16,950.00	$1,582.68	$15,826.80	$1,730.20	$17,302.00	$1,704.93	$17,049.30
1.91	2 Person Table - Surface Mount	5	EA	$2,360.10	$11,800.50	$2,311.33	$11,556.65	$2,520.00	$12,600.00	$2,350.70	$11,753.50	$2,569.70	$12,848.50	$2,532.27	$12,661.35
1.92	3 Person Table - Surface Mount	11	EA	$2,660.66	$29,267.26	$2,605.69	$28,662.59	$2,840.00	$31,240.00	$2,650.06	$29,150.66	$2,897.00	$31,867.00	$2,854.76	$31,402.36
1.93	4 Person Table - Surface Mount	16	EA	$3,123.11	$49,969.76	$3,058.58	$48,937.28	$3,330.00	$53,280.00	$3,110.67	$49,770.72	$3,400.50	$54,408.00	$3,350.95	$53,615.20
1.94	Caf Table & 4 Chairs	9	EA	$3,396.46	$30,568.14	$3,326.28	$29,936.52	$3,625.00	$32,625.00	$3,382.93	$30,446.37	$3,698.20	$33,283.80	$1,927.93	$17,351.37
1.95	Bench	23	EA	$2,966.46	$68,228.58	$2,905.17	$66,818.91	$3,165.00	$72,795.00	$1,926.94	$44,319.62	$2,106.50	$48,449.50	$3,182.87	$73,206.01
1.96	Bike Rack	23	EA	$461.87	$10,623.01	$452.32	$10,403.36	$500.00	$11,500.00	$460.03	$10,580.69	$502.90	$11,566.70	$495.56	$11,397.88
1.97	Concrete Cornhole Set	4	EA	$2,072.13	$8,288.52	$2,029.31	$8,117.24	$2,210.00	$8,840.00	$2,063.87	$8,255.48	$2,256.20	$9,024.80	$2,223.29	$8,893.16
1.98	Ping Pong Table	3	EA	$4,506.88	$13,520.64	$4,413.76	$13,241.28	$4,800.00	$14,400.00	$4,488.93	$13,466.79	$4,907.20	$14,721.60	$4,835.67	$14,507.01
1.99	General Erosion Control	1	LS	$27,650.17	$27,650.17	$25,485.97	$25,485.97	$26,900.00	$26,900.00	$30,780.00	$30,780.00	$13,065.80	$13,065.80	$26,667.29	$26,667.29
1.100	Site Protective Measures	1	LS	$18,960.00	$18,960.00	$21,238.31	$21,238.31	$62,425.00	$62,425.00	$10,800.00	$10,800.00	$45,159.30	$45,159.30	$25,595.31	$25,595.31
1.101	Topsoil	1	LS	$117,107.00	$117,107.00	$110,077.70	$110,077.70	$86,000.00	$86,000.00	$122,853.24	$122,853.24	$134,299.80	$134,299.80	$120,599.95	$120,599.95
Deductive Alternate #1 - West of Creek Scope and Site-Wide Adjustments				**-$92,899.50**		**-$81,322.00**		**-$103,946.00**		**-$90,167.70**		**-$78,794.78**		**-$161,386.73**	
2.1	Demo for HC Parking & Bridge Wks	1	LS	-$6,267.00	-$6,267.00	-$9,827.00	-$9,827.00	-$14,500.00	-$14,500.00	-$8,260.00	-$8,260.00	-$3,417.96	-$3,417.96	-$6,725.00	-$6,725.00
2.2	Pedestrian Concrete (4") – HC Parking and Bridge Walks	1340	SF	-$10.95	-$14,673.00	-$5.00	-$6,700.00	-$7.75	-$10,385.00	-$10.00	-$13,400.00	-$7.13	-$9,554.20	-$19.84	-$26,585.60
2.3	Vehicle Concrete (6") – HC Parking and Bridge Walks	860	SF	-$13.15	-$11,309.00	-$5.50	-$4,730.00	-$11.75	-$10,105.00	-$13.10	-$11,266.00	-$11.49	-$9,881.40	-$25.73	-$22,127.80
2.4	Stripping/Signage – HC Parking and Bridge Walks	1	LS	-$1,410.00	-$1,410.00	-$4,500.00	-$4,500.00	-$6,465.00	-$6,465.00	-$2,600.00	-$2,600.00	-$1,300.00	-$1,300.00	-$6,571.02	-$6,571.02
2.5	Hose bib & Box – Sports Fields	12	EA	-$541.00	-$6,492.00	-$350.00	-$4,200.00	-$570.00	-$6,840.00	-$498.75	-$5,985.00	-$498.71	-$5,984.52	-$1,419.38	-$17,032.56
2.6	Hose bib Pipe (3/4" CL200 PVC) – Sports Fields	2555	LF	-$2.10	-$5,365.50	-$3.00	-$7,665.00	-$2.20	-$5,621.00	-$1.94	-$4,956.70	-$1.94	-$4,956.70	-$12.33	-$31,503.15
2.7	Lighting and Electrical – West Side of Creek	1	LS	-$47,383.00	-$47,383.00	-$43,700.00	-$43,700.00	-$50,030.00	-$50,030.00	-$43,700.00	-$43,700.00	-$43,700.00	-$43,700.00	-$50,841.60	-$50,841.60
Deductive Alternate #2 - Recreational Area Modifications				**-$140,536.10**		**-$99,031.20**		**-$188,636.00**		**-$155,264.60**		**-$134,435.88**		**-$201,636.66**	
3.1	Convert Batting Cage to Pickleball	1	LS	-$56,245.00	-$56,245.00	-$23,658.00	-$23,658.00	-$84,560.00	-$84,560.00	-$75,532.00	-$75,532.00	-$43,222.58	-$43,222.58	-$112,072.56	-$112,072.56
3.2	Cobble Border – Horseshoes and Pickleball Area	710	SF	-$4.61	-$3,273.10	-$0.92	-$653.20	-$26.10	-$18,531.00	-$7.06	-$5,012.60	-$23.23	-$16,493.30	-$3.71	-$2,634.10
3.3	Lighting and Electrical – Sand Volleyball	1	LS	-$81,018.00	-$81,018.00	-$74,720.00	-$74,720.00	-$85,545.00	-$85,545.00	-$74,720.00	-$74,720.00	-$74,720.00	-$74,720.00	-$86,930.00	-$86,930.00
Deductive Alternate #3 - Pavilion and Pickleball Court C Scope (Not Used)				**-$135,670.10**		**-$118,128.37**		**-$182,399.25**		**-$368,582.25**		**-$165,770.67**		**-$249,562.55**	

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

Trevel Young

Trevel Young, Procurement Agent

K Fitch

Kenny Fitch, Sr. Procurement Agent

LSD - 2025 - 0001

24013 WALKER PARK PHASE 1

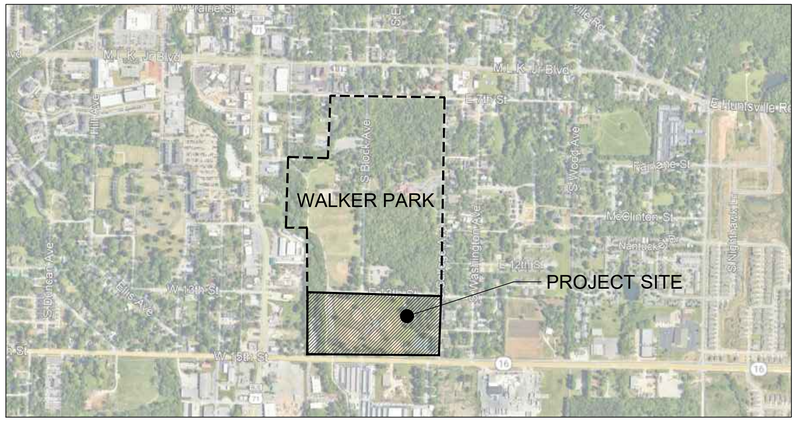
FAYETTEVILLE, AR

100% CONSTRUCTION DOCUMENTS

Partial Set for City Council

Sheet List Table	
Sheet Number	Sheet Title
G-000	COVER SHEET
G-001	GENERAL NOTES
G-002	ADA NOTES
G-003	ADA NOTES
S-1/3	BOUNDARY AND TOPOGRAPHIC SURVEY
S-2/3	BOUNDARY AND TOPOGRAPHIC SURVEY
S-3/3	BOUNDARY AND TOPOGRAPHIC SURVEY
G-004	DEMOLITION PLAN - WEST
G-005	DEMOLITION PLAN - EAST
G-006	TREE PRESERVATION TABLES, NOTES, AND DETAILS
G-007	TREE PRESERVATION - CANOPY OVERVIEW
G-008	TREE PRESERVATION PLAN - WEST
G-009	TREE PRESERVATION PLAN - EAST
G-010	PERVIOUS VS IMPERVIOUS ANALYSIS
C-000	OVERALL GRADING PLAN
C-001	NORTHWEST GRADING PLAN
C-002	NORTHEAST GRADING PLAN
C-003	SOUTHWEST GRADING PLAN
C-004	SOUTHEAST GRADING PLAN
C-005	EAST GRADING PLAN
C-006	GRADING PLAN NOTES & DETAILS
C-007	EROSION CONTROL PLAN PHASE I
C-008	EROSION CONTROL PLAN PHASE II
C-009	EROSION CONTROL PLAN NOTES & DETAILS
C-010	EROSION CONTROL PLAN CITY OF FAYETTEVILLE DETAILS
LS-101	SITE KEY PLAN
LS-102	LAYOUT PLAN - 1
LS-103	LAYOUT PLAN - 2
LS-104	LAYOUT PLAN - 3
LS-105	LAYOUT PLAN - 4
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LS-107	SCORE JOINT PLAN - 1
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LS-109	SCORE JOINT PLAN - 3
LS-110	SCORE JOINT PLAN - 4
LS-111	SCORE JOINT PLAN - 5
LS-300	PLAYGROUND ENLARGEMENT
LS-301	WALL SCHEDULE
LS-302	FENCING SCHEDULE
LS-303	INTEGRAL COLOR CONCRETE DIAGRAM
LS-400	HARDSCAPE PAVING DETAILS
LS-401	HARDSCAPE PAVING DETAILS
LS-402	HARDSCAPE PAVING DETAILS
LS-403	HARDSCAPE PAVING DETAILS
LS-404	HARDSCAPE PAVING DETAILS
LS-405	HARDSCAPE PAVING DETAILS
LS-406	WALL AND STEP DETAILS
LS-407	FENCE DETAILS
LS-408	STRUCTURE DETAILS
LS-409	STRUCTURE DETAILS
LS-410	STAIR PROFILES
LS-411	STAIR PROFILES
LS-500	HARDSCAPE SCHEDULE
LS-501	FURNISHINGS SCHEDULE

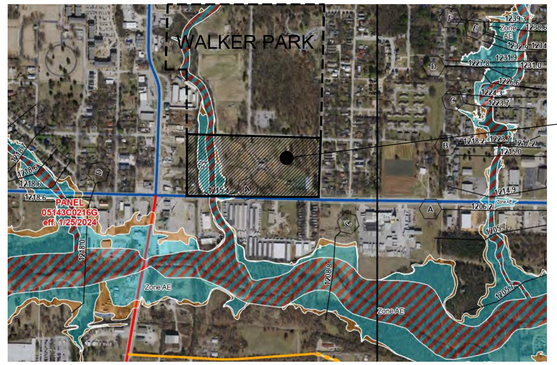
PROJECT LOCATION MAP



10 W 15TH ST
FAYETTEVILLE, AR 72701
LAND LOT N/A DISTRICT
TAX PARCEL ID #765-14902-000

ZONING:
P-1
INSTITUTIONAL

FEMA MAP



10 W 15TH ST
FAYETTEVILLE, AR 72701
LAND LOT N/A DISTRICT
TAX PARCEL ID #765-14902-000

Sheet List Table Continued	
Sheet Number	Sheet Title
LS-502	FURNISHINGS SCHEDULE - PLAY AREA
LS-503	FENCING AND FIXTURE SCHEDULE
LP-100	LANDSCAPE PLAN - KEY
LP-101	LANDSCAPE PLAN - 1
LP-102	LANDSCAPE PLAN - 2
LP-103	LANDSCAPE PLAN - 3
LP-104	LANDSCAPE PLAN - 4
LP-105	LANDSCAPE PLAN - 5
LP-400	LANDSCAPE DETAILS
LP-500	LANDSCAPE SCHEDULE
IP-1.00	IRRIGATION PLAN
IP-2.00	IRRIGATION DETAILS
IP-2.01	IRRIGATION DETAILS
E-100	ELECTRICAL SPECIFICATIONS
E-101	SITE LIGHTING PLAN
S001	GENERAL NOTES
S101	FOUNDATION PLAN
S501	FOUNDATION DETAILS

PREPARED FOR:
CITY OF
FAYETTEVILLE, AR
113 WEST MOUNTAIN ST
FAYETTEVILLE, AR 72701

PREPARED BY:

TSW
217 E. Archer Street, Unit H
Tulsa, OK 74103
404.873.6730

DATE: MAY 21, 2025
PROJECT No: 24013

WALKER PARK - CAR AND BICYCLE PARKING

EXISTING	
Description	Count
CAR PARKING	198
BICYCLE PARKING	0
TOTAL	198
PROPOSED	
Description	Count
CAR PARKING	158
BICYCLE PARKING	39 (2 PER RACK)
SCOOTER PARKING	4
TOTAL	201

PROJECT DIRECTORY

CLIENT
City of Fayetteville
113 West Mountain St
Fayetteville, AR 72701
Contact: Mr. Ted Jack, tjack@fayetteville-ar.gov
P: 479.444.3469

LANDSCAPE ARCHITECTURE
TSW
217 E. Archer Street, Unit H.
Tulsa, Oklahoma 74103
Contact:
PIC Mrs. Katy O'Meilia, komeilia@tsw-design.com
P: 918.236.5468
PM: Mr. Vance Hall vhall@tsw-design.com
P: 918.922.7620

SITE ELECTRICAL ENGINEER
Covalent Consulting
5256 Peachtree Road, Suite 160
Atlanta, GA 30341
Contact: Mr. Christian Aybar, caybar@covalentconsulting.com
P: 404.355.9334, ext. 106

CIVIL ENGINEER
McLelland Consulting Engineers, Inc.
1580 E. Stearns Street
Fayetteville, AR 72703
Contact: Mr. Chris Bakunas, cbakunas@mce.us.com
P: 479.443.2377

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

ALL EROSION AND SEDIMENTATION CONTROLS AND TREE PROTECTION MEASURES SHALL BE INSTALLED PRIOR TO GRADING.

PRIOR TO LAND-DISTURBING ACTIVITIES, THE CONTRACTOR SHALL COMPLETE ALL EROSION CONTROL AND TREE FENCING WORK AND CALL INTO THE CITY FOR PRE-CONSTRUCTION INSPECTION.

100% CONSTRUCTION DOCUMENTS

TSW
PLANNING • ARCHITECTURE
LANDSCAPE ARCHITECTURE
Atlanta, GA | Tulsa, OK | Chattanooga, TN

217 E Archer Street, Unit H
Tulsa, Oklahoma 74103
918.922.7620
www.tsw-design.com

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seal

Licensed Landscape Architect
Katy O'Meilia
712060
05/21/2025
Arkansas

consultant

revisions

north arrow + scale

project information
24013 WALKER PARK PHASE 1

project address
10 W 15TH ST
FAYETTEVILLE, AR 72701

client information
CITY OF FAYETTEVILLE, AR
113 WEST MOUNTAIN ST
FAYETTEVILLE, AR 72701
479.444.3469

drawing information
project number: 24013
contact: KO
drawn by: NA
checked by: VH

drawing date
MAY 21, 2025

sheet title
COVER SHEET

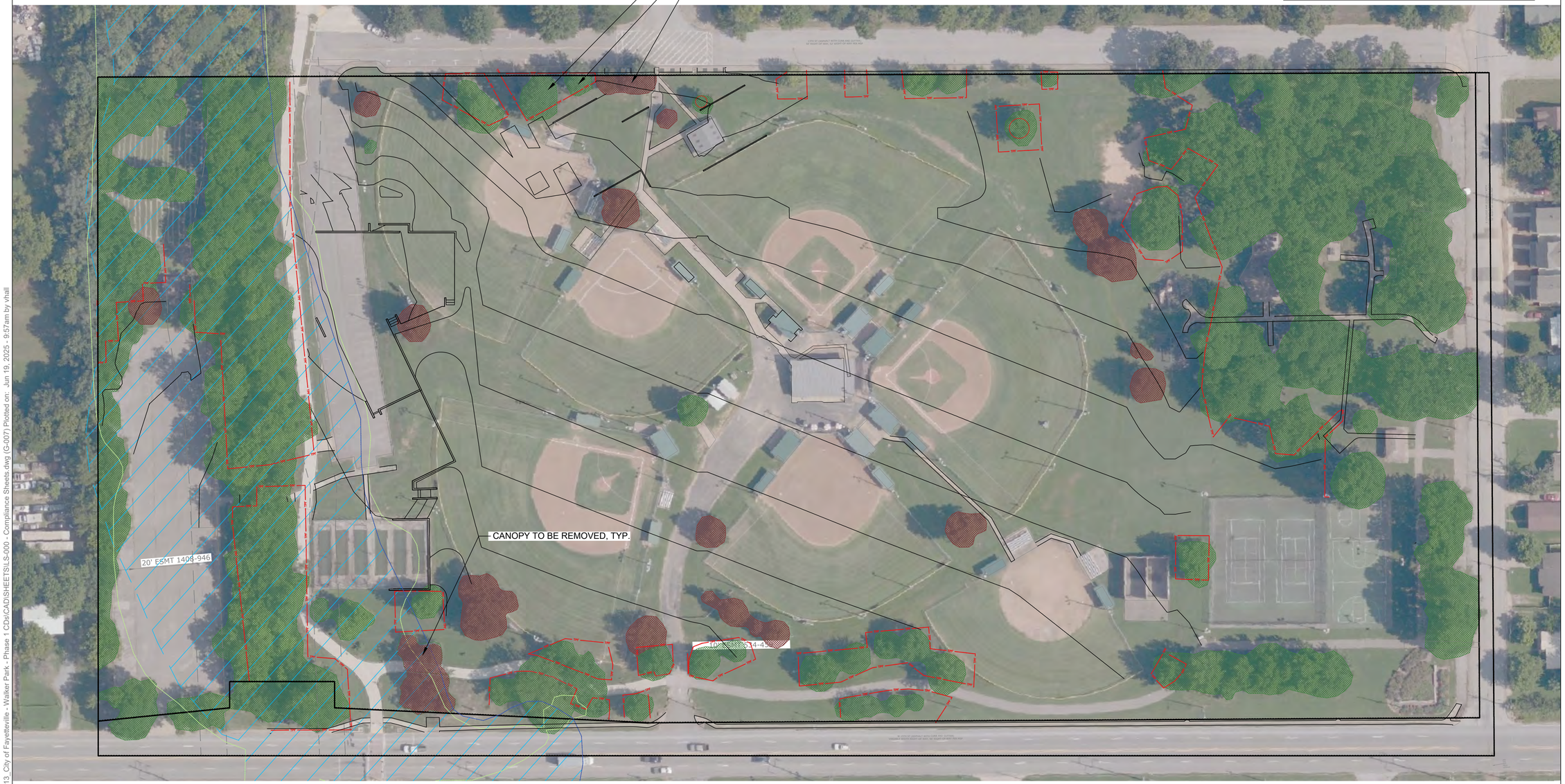
sheet number
G-000

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NOTE
SHEET IS FOR VISUAL REFERENCE ONLY. SEE SHEETS G-004, G-006, AND G-007 FOR DETAILS OF PROPOSED DESIGN AND TREE PROTECTION/REMOVAL.

DEMOLITION KEY

- TPF — TREE PROTECTION FENCE
- EXTENT OF DEMOLITION
- PARTIAL DEMOLITION
  BATTING CAGES TO BE REMOVED.
  SLAB AND WALL TO REMAIN.
- EXISTING TREE TO BE REMOVED



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seal

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Katy O'Meilia
712060
05/21/2025
Arkansas

consultant

revisions

north arrow + scale

scale: 1" = 40'-0"

0 20 40 60 100

project information

24013 WALKER PARK PHASE 1

project address

10 W 15TH ST
FAYETTEVILLE, AR 72701

client information

CITY OF FAYETTEVILLE, AR
113 WEST MOUNTAIN ST
FAYETTEVILLE, AR 72701
479.444.3469

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drawn by:	NA
checked by:	VH

drawing date

MAY 21, 2025

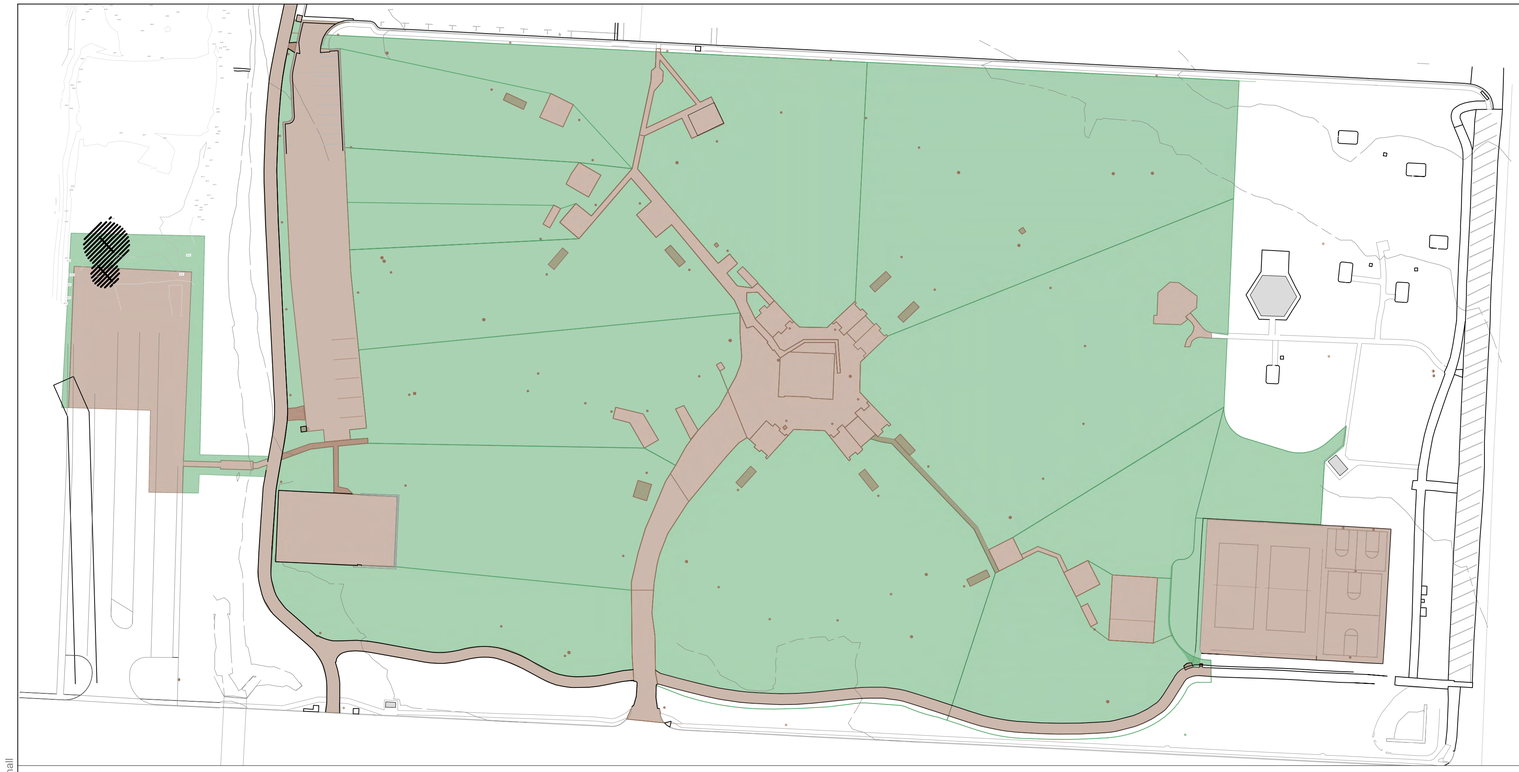
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TREE PRESERVATION - CANOPY OVERVIEW

sheet number

G-007

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EXISTING



PROPOSED

WALKER PARK - PERVIOUS VS IMPERVIOUS

Prepared by: TSW | For: City of Fayetteville

Date: 2025.02.01

Description	Qty	Unit		TOTAL
DESIGN ELEMENTS				
East of Creek Space Total Area		SF		546,383
EXISTING				
Pervious		SF		456,628
Impervious		SF		89,755
			SUB-TOTAL	**366,873**
PROPOSED				
Pervious		SF		452,588
Impervious		SF		93,795
			SUB-TOTAL	358,793
SHELTERS				
ADDITIONAL PERVIOUS			**TOTAL NEW SF**	4,040
DESIGN ELEMENTS				
West of Creek Space Total Area		SF		23,322
EXISTING				
Pervious		SF		6,469
Impervious		SF		16,853
			SUB-TOTAL	23,322
PROPOSED				
Pervious		SF		11,441
Impervious		SF		11,881
			SUB-TOTAL	23,322
SHELTERS				
ADDITIONAL PERVIOUS			**TOTAL NEW SF**	4,972
TOTAL WEST			**TOTAL NEW SF**	4,972
TOTAL EAST			**TOTAL NEW SF**	-4,040
ADDITIONAL PERVIOUS			**FINAL**	932

KEY:

PERVIOUS

IMPERVIOUS

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seal

Licensed Landscape Architect
Katy O'Meilia
712060
05/21/2025
Arkansas

consultant

revisions

north arrow + scale

project information

24013 WALKER PARK PHASE 1

project address

10 W 15TH ST
FAYETTEVILLE, AR 72701

client information

CITY OF FAYETTEVILLE, AR
113 WEST MOUNTAIN ST
FAYETTEVILLE, AR 72701
479.444.3469

drawing information

project number: 24013
contact: KO
drawn by: NA
checked by: VH

drawing date

MAY 21, 2025

sheet title

PERVIOUS VS IMPERVIOUS ANALYSIS

sheet number

G-010

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NOTE:

THIS PLAN INCLUDES DEVELOPMENT IN ZONE AE AND THE REGULATORY FLOODWAY PER FIRM 05143C0216G DATED 1/25/2024. THE CITY OF FAYETTEVILLE SHALL BE RESPONSIBLE FOR ENSURING THE PROPOSED IMPROVEMENTS SHALL NOT RESULT IN AN ADVERSE IMPACT TO THE COMMUNITY AS A RESULT OF THE DEVELOPMENT WITHIN ZONE AE AND FOR ENSURING THE PROPOSED IMPROVEMENTS SHALL NOT RESULT IN ANY RISE IN BASE FLOOD ELEVATIONS AS A RESULT OF THE DEVELOPMENT WITHIN THE REGULATORY FLOODWAY. THE ENGINEER SHALL NOT BE RESPONSIBLE FOR PERFORMING SAID DETERMINATION.

GRADING/DRAINAGE KEYNOTES

320 INSERTA-TEE (OR ENGINEER APPROVED EQUAL)
321 NYLOPLAST DRAIN BASIN W/ DOME GRATE (SIZE OF STRUCTURE TO BE COORDINATED W/ ADS) (OR ENGINEER APPROVED EQUAL)
322 NYLOPLAST DRAIN BASIN W/ SOLID LID (SIZE OF STRUCTURE TO BE COORDINATED WITH ADS) (OR ENGINEER APPROVED EQUAL)

GRADING/DRAINAGE DETAILS

22E PEDESTRIAN RAMP (PARALLEL)
30G RECTANGULAR JUNCTION BOX (SEE SIZE AT SYMBOL)
33B FRENCH DRAIN (NON SPORT FIELD AREAS) (SEE LENGTH AT SYMBOL)
33C FRENCH DRAIN (SPORT FIELD AREAS) (SEE LENGTH AT SYMBOL)

PROPOSED LEGEND

- GRADE BREAK
- FLOWLINE
- XXX — CONTOUR ELEVATION
- STORM DRAIN
- PERFORATED PIPE
- CATCH BASIN
- SANITARY SEWER MANHOLE
- FLARED END SECTION
- FLOW ARROW
- XXX.XX — SPOT ELEVATIONS

FG = FINISHED GRADE
EG = EXISTING GRADE
FS = FINISHED PAVEMENT ELEVATION
FFE = FINISHED FLOOR ELEVATION
TC = TOP OF CURB
G = NORMAL GUTTER
TW = FINISHED GRADE @ TOP OF WALL
BW = FINISHED GRADE @ BOTTOM OF WALL
TS = TOP OF STAIRS
BS = BOTTOM OF STAIRS
INV = INVERT
THT = THROAT
FL = FLOW LINE
HP = HIGH POINT
LP = LOW POINT
SW = SIDEWALK

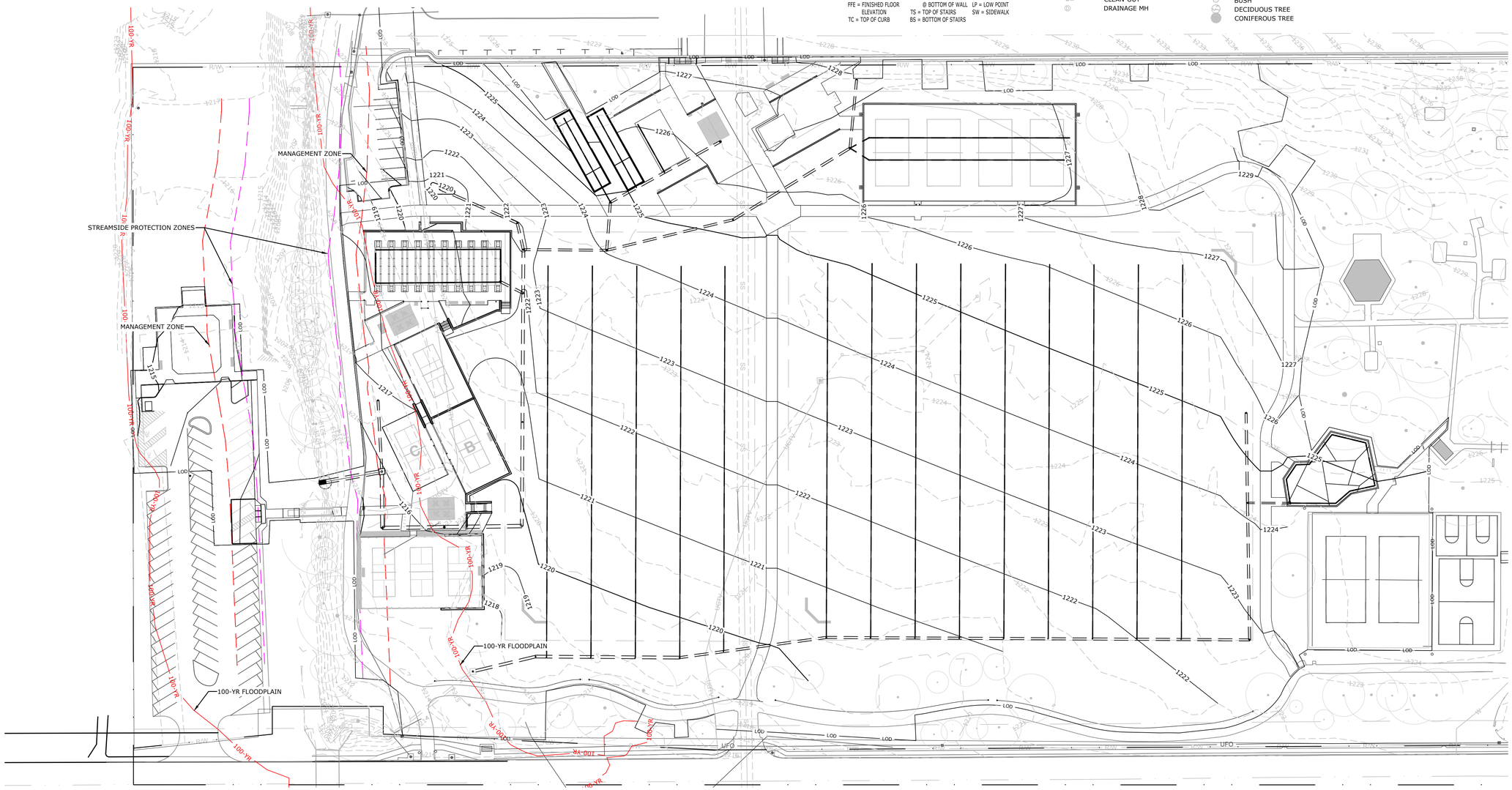
EXISTING LEGEND

- PROPERTY LINE
- R/W — RIGHT OF WAY
- SS — SANITARY SEWER LINE
- W — WATER LINE
- GAS — GAS LINE
- UGT — UNDERGROUND TELEPHONE
- UGE — UNDERGROUND ELECTRIC
- UGTV — UNDERGROUND TELEVISION
- UFO — UNDERGROUND FIBER
- OHE — OVERHEAD ELECTRIC
- X — X — FENCE
- ROAD CENTERLINE
- DITCH FLOWLINE
- EASEMENT LINE
- GRAVEL LINE
- FIRE HYDRANT
- WATER METER
- WATER VALVE
- WATER FAUCET
- SANITARY SEWER MH
- CLEAN-OUT
- DRAINAGE MH
- POWER POLE
- GUY WIRE w/ ANCHOR
- GAS METER
- GAS RISER
- STREET LIGHT POLE
- TELEPHONE PEDESTAL
- CABLE TV PEDESTAL
- CABLE VAULT
- ELECTRIC VAULT
- FIBER VAULT
- GAS VAULT
- TELEPHONE VAULT
- WATER VAULT
- SIGN (AS NOTED)
- POST (AS NOTED)
- BENCHMARK
- FOUND IRON PIN (AS NOTED)
- CONTROL POINT
- RR SPIKE
- BUSH
- DECIDUOUS TREE
- CONIFEROUS TREE

PLAN SCALE

50 0 25 50 100

(IN FEET)
1 inch = 50ft.



100% CONSTRUCTION DOCUMENTS

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STATE OF ARKANSAS
REGISTERED
PROFESSIONAL
ENGINEER
No. 20757
PREETAM A. DELONG
06/03/2025

consultant

McCLELLAND CONSULTING ENGINEERS, INC.
DESIGNED TO SERVE

revisions

north arrow + scale

project information

24013 WALKER PARK PHASE 1

project address

10 W 15TH ST
FAYETTEVILLE, AR 72701

client information

CITY OF FAYETTEVILLE, AR
113 WEST MOUNTAIN ST
FAYETTEVILLE, AR 72701
479.444.3469

drawing information

project number: 24013
contact: EB
drawn by: JCM
checked by: PAD

drawing date

MAY 21, 2025

sheet title

OVERALL GRADING PLAN

sheet number

C-000

W:\2024\24-2105 - Fayetteville, AR - Walker Park Renovations\Design Drawings\242105 - GP.dwg (GP - OVERALL) Plotted on: Jun 02, 2025 - 4:14pm by jmcneil

PROPOSED LEGEND

- GRADE BREAK
- FLOWLINE
- XXX — CONTOUR ELEVATION
- STORM DRAIN
- PERFORATED PIPE
- CATCH BASIN
- SANITARY SEWER MANHOLE
- FLARED END SECTION
- FLOW ARROW
- XXX.XX — SPOT ELEVATIONS

FG = FINISHED GRADE	G = NORMAL GUTTER	INV = INVERT
EG = EXISTING GRADE	TW = FINISHED GRADE @ TOP OF WALL	THT = THROAT
FS = FINISHED PAVEMENT ELEVATION	BW = FINISHED GRADE @ BOTTOM OF WALL	FL = FLOW LINE
FFE = FINISHED FLOOR ELEVATION	TS = TOP OF STAIRS	HP = HIGH POINT
TC = TOP OF CURB	BS = BOTTOM OF STAIRS	LP = LOW POINT
		SW = SIDEWALK

* DENOTES APPROXIMATE ELEVATIONS IN AREAS WITH NO TOPOGRAPHIC DATA. CONTRACTOR TO FIELD VERIFY FEASIBILITY OF PROVIDED ELEVATIONS AND CONTACT MCE IF ANY DISCREPENCIES ARISE

NOTE:

THIS PLAN INCLUDES DEVELOPMENT IN ZONE AE AND THE REGULATORY FLOODWAY PER FIRM 05143C0216G DATED 1/25/2024. THE CITY OF FAYETTEVILLE SHALL BE RESPONSIBLE FOR ENSURING THE PROPOSED IMPROVEMENTS SHALL NOT RESULT IN AN ADVERSE IMPACT TO THE COMMUNITY AS A RESULT OF THE DEVELOPMENT WITHIN ZONE AE AND FOR ENSURING THE PROPOSED IMPROVEMENTS SHALL NOT RESULT IN ANY RISE IN BASE FLOOD ELEVATIONS AS A RESULT OF THE DEVELOPMENT WITHIN THE REGULATORY FLOODWAY. THE ENGINEER SHALL NOT BE RESPONSIBLE FOR PERFORMING SAID DETERMINATION.

EXISTING LEGEND

- PROPERTY LINE
- R/W — RIGHT OF WAY
- SS — SANITARY SEWER LINE
- W — WATER LINE
- GAS — GAS LINE
- UGT — UNDERGROUND TELEPHONE
- UGE — UNDERGROUND ELECTRIC
- UGTV — UNDERGROUND TELEVISION
- UFO — UNDERGROUND FIBER
- OHE — OVERHEAD ELECTRIC
- X — X — FENCE
- ROAD CENTERLINE
- DITCH FLOWLINE
- EASEMENT LINE
- GRAVEL LINE
- FIRE HYDRANT
- WATER METER
- WATER VALVE
- WATER FAUCET
- SANITARY SEWER MH
- CLEAN-OUT
- DRAINAGE MH
- POWER POLE
- GUY WIRE w/ ANCHOR
- GAS METER
- GAS RISER
- STREET LIGHT POLE
- TELEPHONE PEDESTAL
- CABLE TV PEDESTAL
- CABLE VAULT
- ELECTRIC VAULT
- FIBER VAULT
- GAS VAULT
- TELEPHONE VAULT
- WATER VAULT
- SIGN (AS NOTED)
- POST (AS NOTED)
- BENCHMARK
- FOUND IRON PIN (AS NOTED)
- CONTROL POINT
- RR SPIKE
- BUSH
- DECIDUOUS TREE
- CONIFEROUS TREE

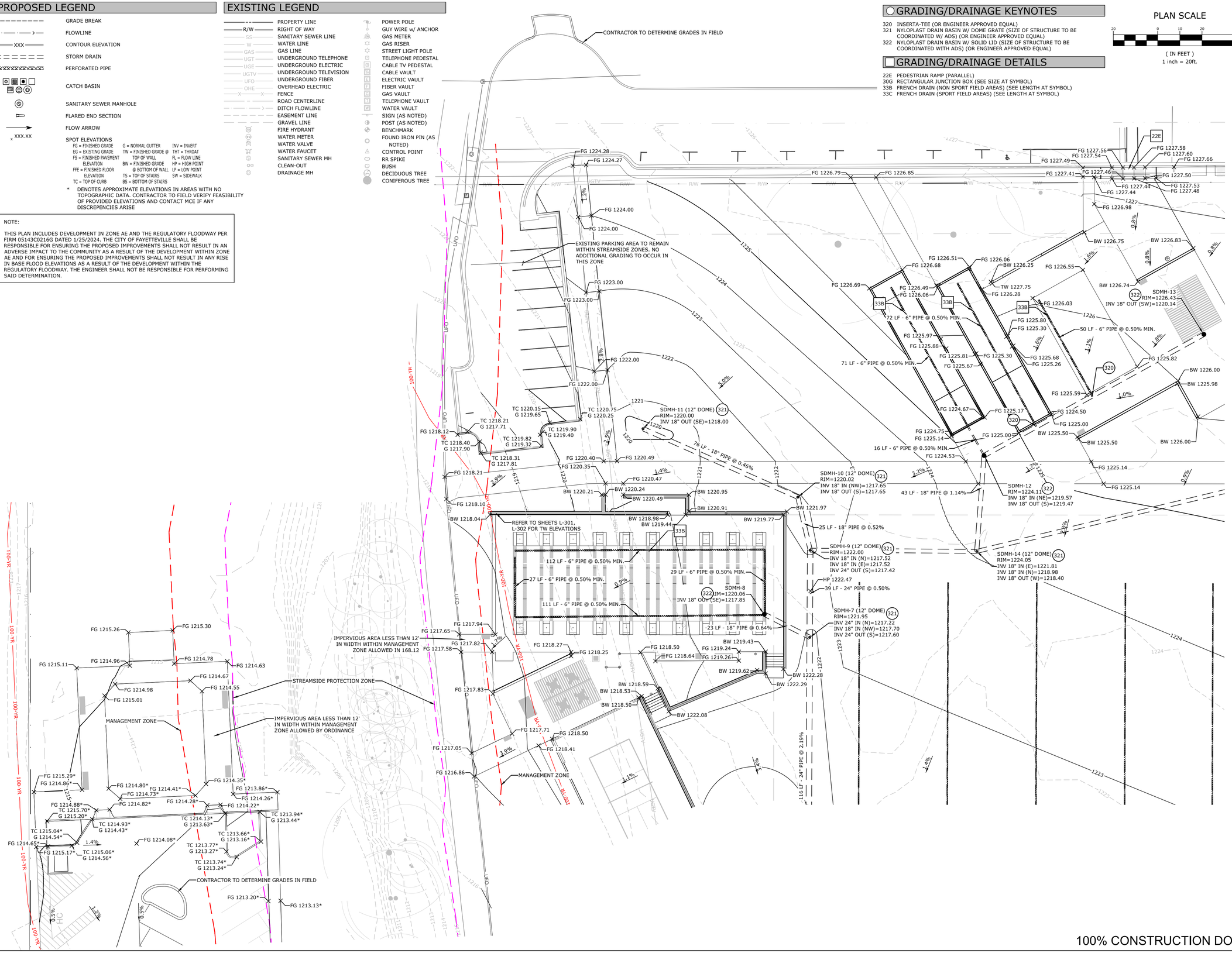
GRADING/DRAINAGE KEYNOTES

320 INSERTA-TEE (OR ENGINEER APPROVED EQUAL)
321 NYLOPLAST DRAIN BASIN W/ DOME GRATE (SIZE OF STRUCTURE TO BE COORDINATED W/ ADS) (OR ENGINEER APPROVED EQUAL)
322 NYLOPLAST DRAIN BASIN W/ SOLID LID (SIZE OF STRUCTURE TO BE COORDINATED WITH ADS) (OR ENGINEER APPROVED EQUAL)

GRADING/DRAINAGE DETAILS

22E PEDESTRIAN RAMP (PARALLEL)
30G RECTANGULAR JUNCTION BOX (SEE SIZE AT SYMBOL)
33B FRENCH DRAIN (NON SPORT FIELD AREAS) (SEE LENGTH AT SYMBOL)
33C FRENCH DRAIN (SPORT FIELD AREAS) (SEE LENGTH AT SYMBOL)

PLAN SCALE
20 0 10 20 40
(IN FEET)
1 inch = 20ft.



100% CONSTRUCTION DOCUMENTS

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REGISTERED PROFESSIONAL ENGINEER
No. 20757
PRELIMINARY
06/03/2025

consultant

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north arrow + scale

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479.444.3469

drawing information

project number:	24013
contact:	EB
drawn by:	JCM
checked by:	PAD

drawing date

MAY 21, 2025

sheet title

NORTHWEST GRADING PLAN

sheet number

C-001

GRADING/DRAINAGE KEYNOTES

320 INSERTA-TEE (OR ENGINEER APPROVED EQUAL)
321 NYLOPLAST DRAIN BASIN W/ DOME GRATE (SIZE OF STRUCTURE TO BE COORDINATED W/ ADS) (OR ENGINEER APPROVED EQUAL)
322 NYLOPLAST DRAIN BASIN W/ SOLID LID (SIZE OF STRUCTURE TO BE COORDINATED WITH ADS) (OR ENGINEER APPROVED EQUAL)

GRADING/DRAINAGE DETAILS

22E PEDESTRIAN RAMP (PARALLEL)
30G RECTANGULAR JUNCTION BOX (SEE SIZE AT SYMBOL)
33B FRENCH DRAIN (NON SPORT FIELD AREAS) (SEE LENGTH AT SYMBOL)
33C FRENCH DRAIN (SPORT FIELD AREAS) (SEE LENGTH AT SYMBOL)

PROPOSED LEGEND

GRADE BREAK
FLOWLINE
CONTOUR ELEVATION
STORM DRAIN
PERFORATED PIPE
CATCH BASIN
SANITARY SEWER MANHOLE
FLARED END SECTION
FLOW ARROW
XXX.XX

SPOT ELEVATIONS
FG = FINISHED GRADE
EG = EXISTING GRADE
FS = FINISHED PAVEMENT ELEVATION
FFE = FINISHED FLOOR ELEVATION
TC = TOP OF CURB
G = NORMAL GUTTER
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BW = FINISHED GRADE @ BOTTOM OF WALL
TS = TOP OF STAIRS
BS = BOTTOM OF STAIRS
INV = INVERT
THT = THROAT
FL = FLOW LINE
HP = HIGH POINT
LP = LOW POINT
SW = SIDEWALK

EXISTING LEGEND

PROPERTY LINE
R/W RIGHT OF WAY
SS SANITARY SEWER LINE
W WATER LINE
GAS GAS LINE
UGT UNDERGROUND TELEPHONE
UGE UNDERGROUND ELECTRIC
UGTV UNDERGROUND TELEVISION
UFO UNDERGROUND FIBER
OHE OVERHEAD ELECTRIC
FENCE
ROAD CENTERLINE
DITCH FLOWLINE
EASEMENT LINE
GRAVEL LINE
FIRE HYDRANT
WATER METER
WATER VALVE
WATER FAUCET
SANITARY SEWER MH
CLEAN-OUT
DRAINAGE MH
POWER POLE
GUY WIRE w/ ANCHOR
GAS METER
GAS RISER
STREET LIGHT POLE
TELEPHONE PEDESTAL
CABLE TV PEDESTAL
CABLE VAULT
ELECTRIC VAULT
FIBER VAULT
GAS VAULT
TELEPHONE VAULT
WATER VAULT
SIGN (AS NOTED)
POST (AS NOTED)
BENCHMARK
FOUND IRON PIN (AS NOTED)
CONTROL POINT
RR SPIKE
BUSH
DECIDUOUS TREE
CONIFEROUS TREE

PLAN SCALE
20 0 10 20 40
(IN FEET)
1 inch = 20ft.

SDMH-23 (12" DOME) 321
RIM=1227.88
INV 18" IN (S)=1223.41

SDMH-15
RIM=1226.58
INV 18" OUT (N)=1223.10
INV 18" OUT (SW)=1223.00

SDMH-24 (12" DOME) 321
RIM=1226.92
INV 18" IN (NE)=1222.38
INV 18" OUT (W)=1222.38

181 LF - 6" PIPE @ 0.50% MIN.
20 LF - 6" PIPE @ 0.50% MIN.
124 LF - 18" PIPE @ 0.50%

REFER TO SHEETS L-301, L-302 FOR TW ELEVATIONS

CONTRACTOR TO FIELD VERIFY INVERT OF EXISTING SEWER MAIN & ENSURE 18" MIN. SEPARATION BETWEEN EXISTING SEWER MAIN & PROPOSED STORM SEWER

EXISTING WATER VALVE AND LINE TO REMAIN. CONTRACTOR TO COORDINATE WITH CITY OF FAYETTEVILLE FOR LOCATION OF NEW IRRIGATION CONNECTION

100% CONSTRUCTION DOCUMENTS

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STATE OF ARKANSAS
REGISTERED PROFESSIONAL ENGINEER
No. 20757
06/03/2025

consultant

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DESIGNED TO SERVE

revisions

north arrow + scale

project information

24013 WALKER PARK PHASE 1

project address

10 W 15TH ST
FAYETTEVILLE, AR 72701

client information

CITY OF FAYETTEVILLE, AR
113 WEST MOUNTAIN ST
FAYETTEVILLE, AR 72701
479.444.3469

drawing information

project number: 24013
contact: EB
drawn by: JCM
checked by: PAD

drawing date

MAY 21, 2025

sheet title

NORTHEAST GRADING PLAN

sheet number

C-002

EXISTING LEGEND

- PROPERTY LINE
- R/W — RIGHT OF WAY
- SS — SANITARY SEWER LINE
- W — WATER LINE
- GAS — GAS LINE
- UGT — UNDERGROUND TELEPHONE
- UGE — UNDERGROUND ELECTRIC
- UGTV — UNDERGROUND TELEVISION
- UFO — UNDERGROUND FIBER
- OHE — OVERHEAD ELECTRIC
- X — FENCE
- ROAD CENTERLINE
- DITCH FLOWLINE
- EASEMENT LINE
- GRAVEL LINE
- FIRE HYDRANT
- WATER METER
- WATER VALVE
- WATER FAUCET
- SANITARY SEWER MH
- CLEAN-OUT
- DRAINAGE MH
- POWER POLE
- GUY WIRE w/ ANCHOR
- GAS METER
- GAS RISER
- STREET LIGHT POLE
- TELEPHONE PEDESTAL
- CABLE TV PEDESTAL
- CABLE VAULT
- ELECTRIC VAULT
- FIBER VAULT
- GAS VAULT
- TELEPHONE VAULT
- WATER VAULT
- SIGN (AS NOTED)
- POST (AS NOTED)
- BENCHMARK
- FOUND IRON PIN (AS NOTED)
- CONTROL POINT
- RR SPIKE
- BUSH
- DECIDUOUS TREE
- CONIFEROUS TREE

PROPOSED LEGEND

- GRADE BREAK
- FLOWLINE
- XXX — CONTOUR ELEVATION
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- PERFORATED PIPE
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- SANITARY SEWER MANHOLE
- FLARED END SECTION
- FLOW ARROW
- XXX.XX — SPOT ELEVATIONS

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TC = TOP OF CURB	BS = BOTTOM OF STAIRS	LP = LOW POINT
		SW = SIDEWALK

* DENOTES APPROXIMATE ELEVATIONS IN AREAS WITH NO TOPOGRAPHIC DATA. CONTRACTOR TO FIELD VERIFY FEASIBILITY OF PROVIDED ELEVATIONS AND CONTACT MCE IF ANY DISCREPENCIES ARISE

NOTE:

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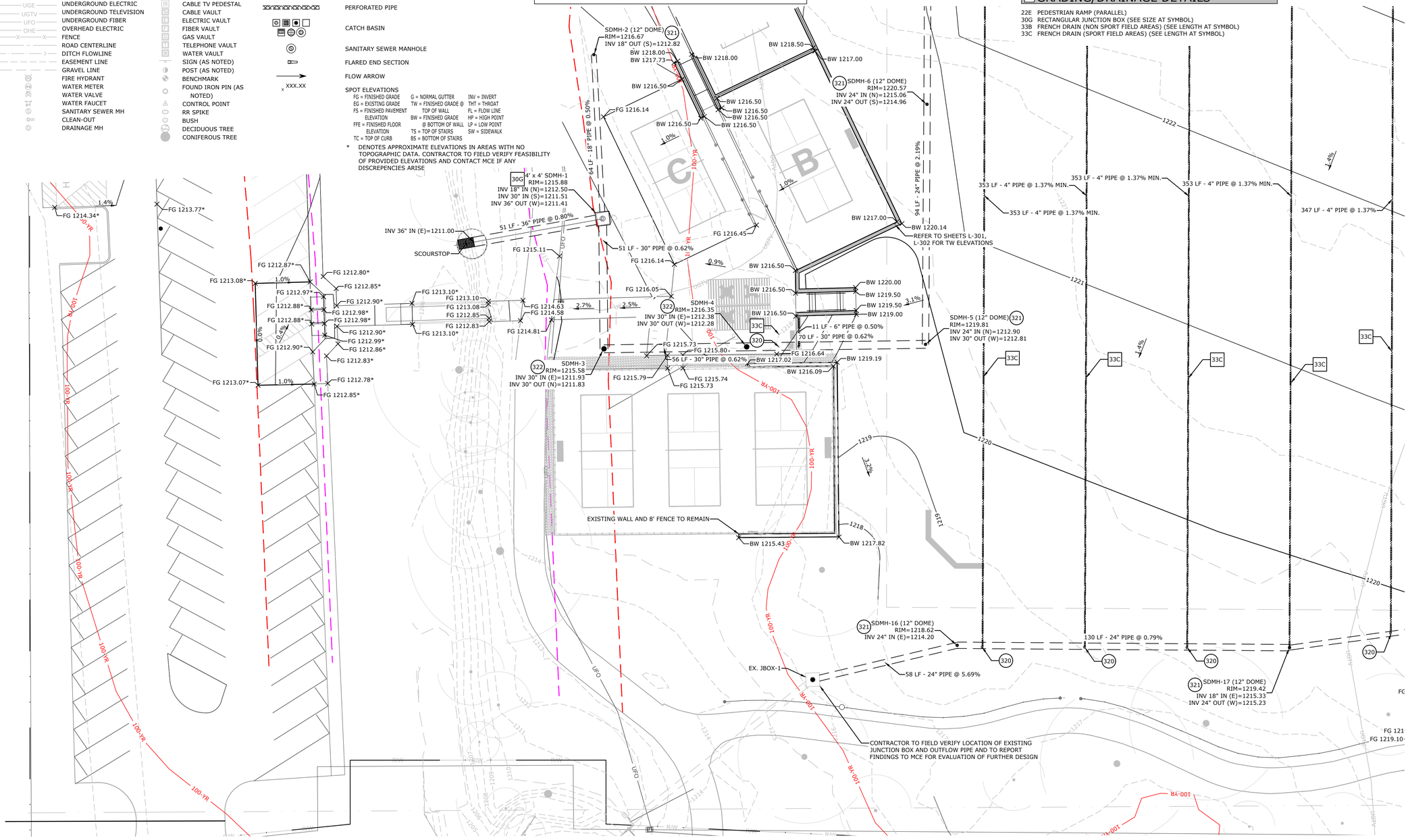
GRADING/DRAINAGE KEYNOTES

320 INSERTA-TEE (OR ENGINEER APPROVED EQUAL)
321 NYLOPLAST DRAIN BASIN W/ DOME GRATE (SIZE OF STRUCTURE TO BE COORDINATED W/ ADS) (OR ENGINEER APPROVED EQUAL)
322 NYLOPLAST DRAIN BASIN W/ SOLID LID (SIZE OF STRUCTURE TO BE COORDINATED WITH ADS) (OR ENGINEER APPROVED EQUAL)

GRADING/DRAINAGE DETAILS

22E PEDESTRIAN RAMP (PARALLEL)
30G RECTANGULAR JUNCTION BOX (SEE SIZE AT SYMBOL)
33B FRENCH DRAIN (NON SPORT FIELD AREAS) (SEE LENGTH AT SYMBOL)
33C FRENCH DRAIN (SPORT FIELD AREAS) (SEE LENGTH AT SYMBOL)

PLAN SCALE
20 0 10 20 40
(IN FEET)
1 inch = 20ft.



100% CONSTRUCTION DOCUMENTS

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REGISTERED PROFESSIONAL ENGINEER
No. 20757
PRELIMINARY
06/03/2025

consultant

MCE McCLELLAND CONSULTING ENGINEERS, INC.
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revisions

north arrow + scale

project information

24013 WALKER PARK PHASE 1

project address

10 W 15TH ST
FAYETTEVILLE, AR 72701

client information

CITY OF FAYETTEVILLE, AR
113 WEST MOUNTAIN ST
FAYETTEVILLE, AR 72701
479.444.3469

drawing information

project number:	24013
contact:	EB
drawn by:	JCM
checked by:	PAD

drawing date

MAY 21, 2025

sheet title

SOUTHWEST GRADING PLAN

sheet number

C-003

GRADING/DRAINAGE KEYNOTES

320 INSERTA-TEE (OR ENGINEER APPROVED EQUAL)
321 NYLOPLAST DRAIN BASIN W/ DOME GRATE (SIZE OF STRUCTURE TO BE COORDINATED W/ ADS) (OR ENGINEER APPROVED EQUAL)
322 NYLOPLAST DRAIN BASIN W/ SOLID LID (SIZE OF STRUCTURE TO BE COORDINATED WITH ADS) (OR ENGINEER APPROVED EQUAL)

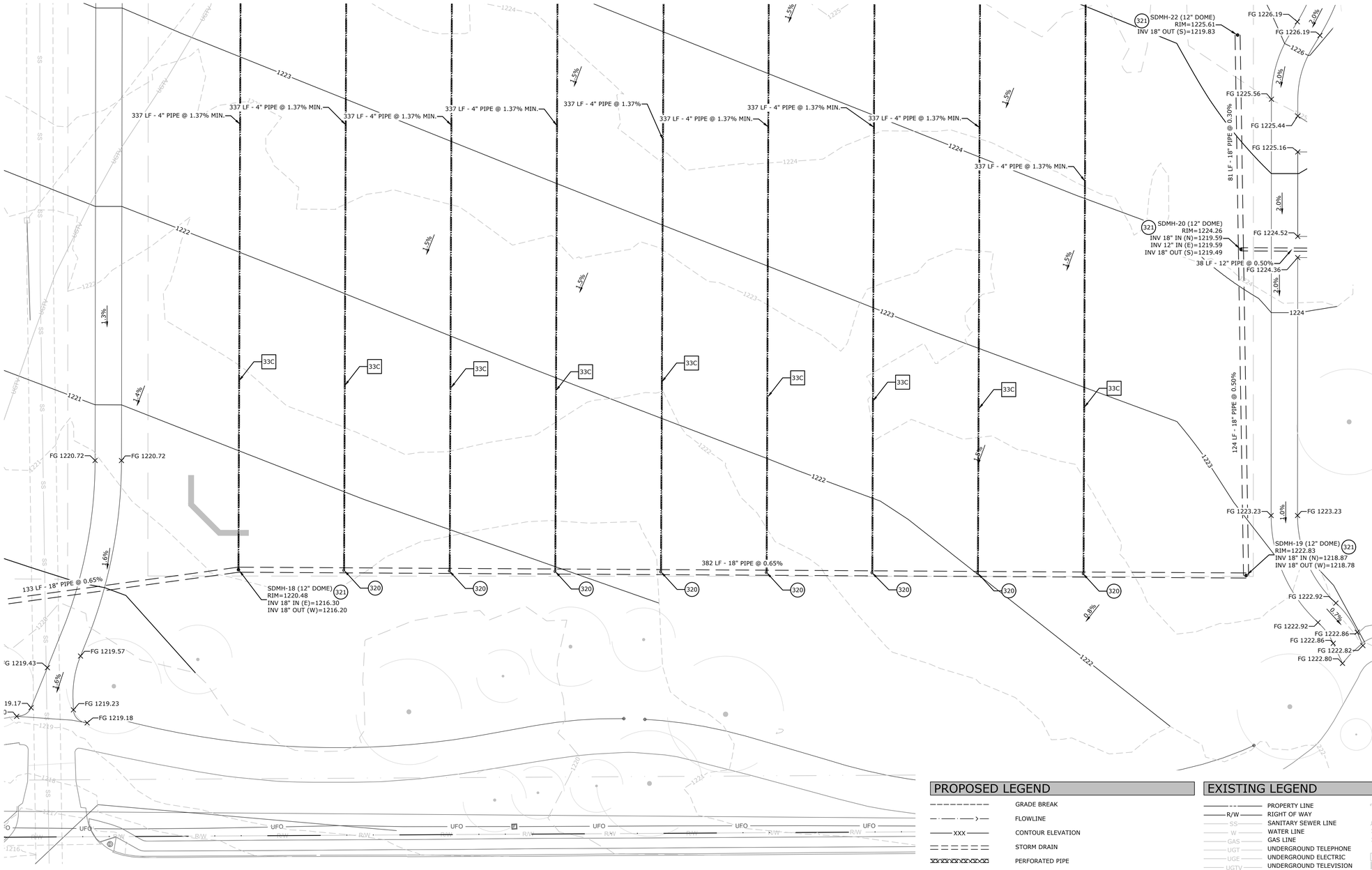
GRADING/DRAINAGE DETAILS

22E PEDESTRIAN RAMP (PARALLEL)
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33B FRENCH DRAIN (NON SPORT FIELD AREAS) (SEE LENGTH AT SYMBOL)
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PLAN SCALE

20 0 10 20 40

(IN FEET)
1 inch = 20ft.



PROPOSED LEGEND

- GRADE BREAK
- FLOWLINE
- XXX CONTOUR ELEVATION
- STORM DRAIN
- PERFORATED PIPE
- CATCH BASIN
- SANITARY SEWER MANHOLE
- FLARED END SECTION
- FLOW ARROW
- XXX.XX SPOT ELEVATIONS

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THT = THROAT
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- UGE UNDERGROUND ELECTRIC
- UGTV UNDERGROUND TELEVISION
- UFO UNDERGROUND FIBER
- OHE OVERHEAD ELECTRIC
- X FENCE
- ROAD CENTERLINE
- DITCH FLOWLINE
- EASEMENT LINE
- GRAVEL LINE
- FIRE HYDRANT
- WM WATER METER
- WATER VALVE
- WATER FAUCET
- SS SANITARY SEWER MH
- CLEAN-OUT
- DRAINAGE MH
- POWER POLE
- GUY WIRE w/ ANCHOR
- GAS METER
- GAS RISER
- STREET LIGHT POLE
- TELEPHONE PEDESTAL
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- POST (AS NOTED)
- BENCHMARK
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No. 20757
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06/03/2025

consultant

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revisions

north arrow + scale

project information

24013 WALKER PARK PHASE 1

project address

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FAYETTEVILLE, AR 72701

client information

CITY OF FAYETTEVILLE, AR
113 WEST MOUNTAIN ST
FAYETTEVILLE, AR 72701
479.444.3469

drawing information

project number: 24013
contact: EB
drawn by: JCM
checked by: PAD

drawing date

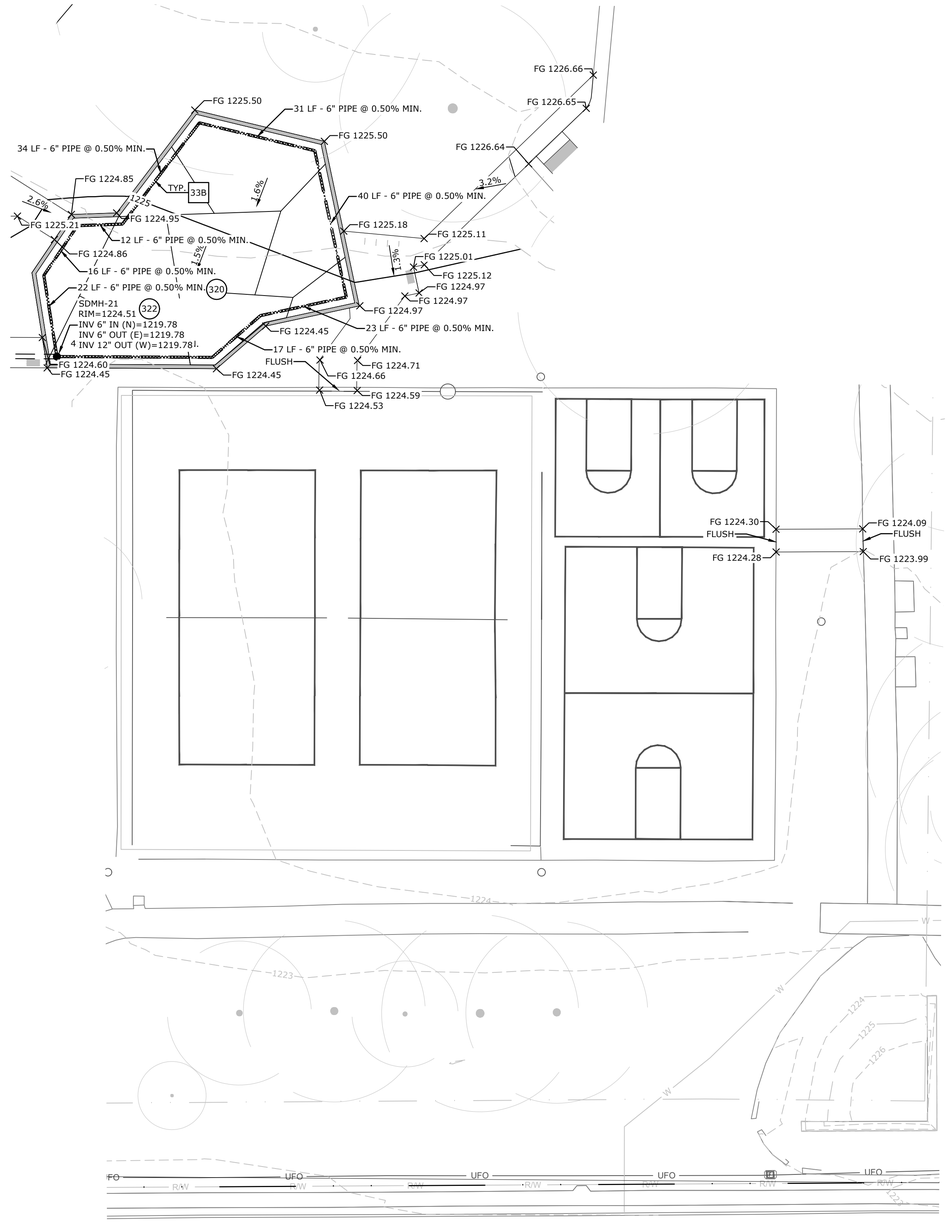
MAY 21, 2025

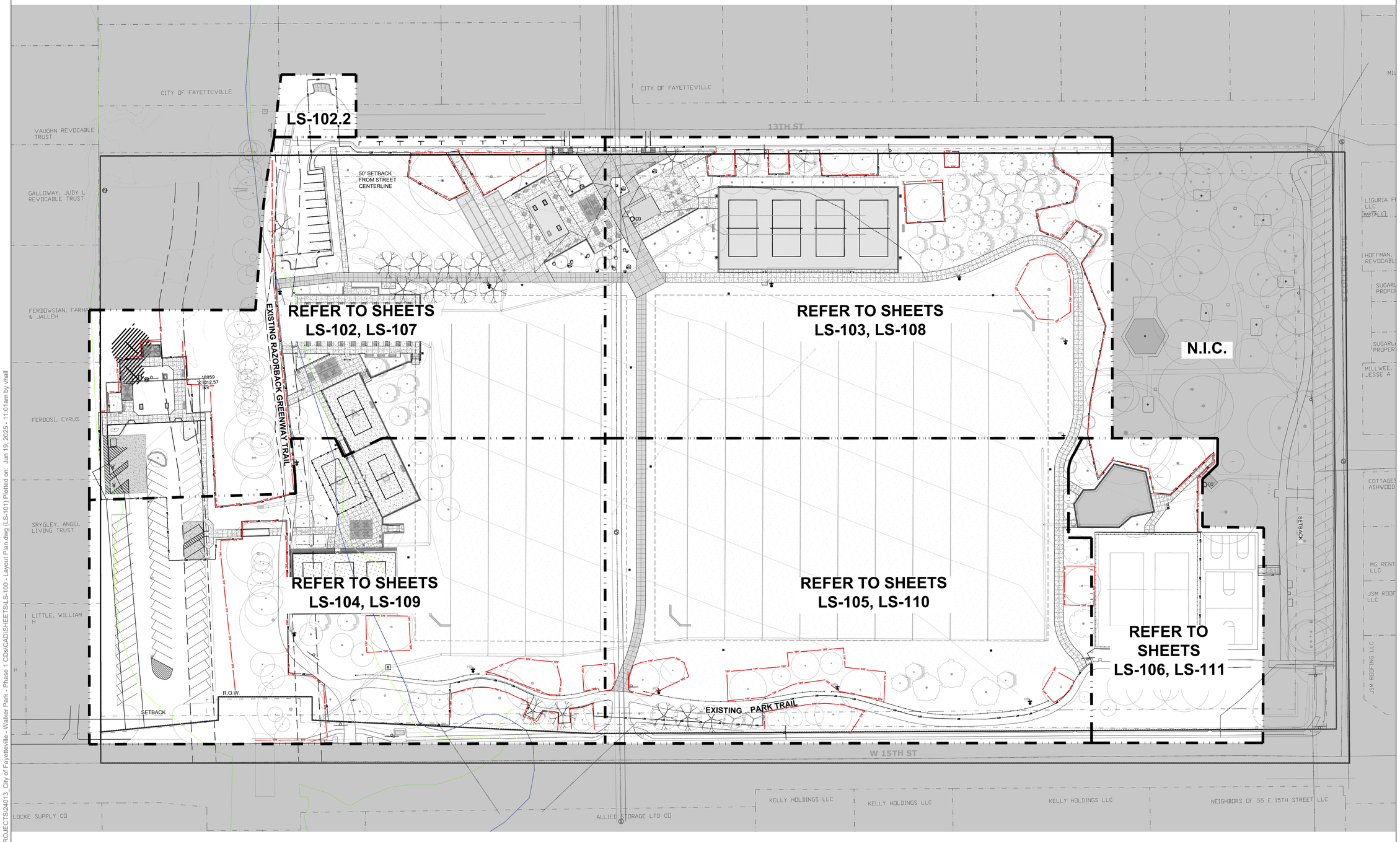
sheet title

SOUTHEAST GRADING PLAN

sheet number

C-004


FG 1225.50
31 LF - 6" PIPE @ 0.50% MIN.
FG 1225.50
34 LF - 6" PIPE @ 0.50% MIN.
FG 1224.85
TYP.
33B
1.6%
2.6%
1225
FG 1225.21
FG 1224.95
40 LF - 6" PIPE @ 0.50% MIN.
FG 1225.18
FG 1225.11
12 LF - 6" PIPE @ 0.50% MIN.
1.6%
FG 1224.86
16 LF - 6" PIPE @ 0.50% MIN.
1.3%
FG 1225.01
FG 1225.12
22 LF - 6" PIPE @ 0.50% MIN.
320
FG 1224.97
FG 1224.97
SDMH-21
RIM=1224.51
322
INV 6" IN (N)=1219.78
INV 6" OUT (E)=1219.78
INV 12" OUT (W)=1219.78
FG 1224.97
FG 1224.45
23 LF - 6" PIPE @ 0.50% MIN.
17 LF - 6" PIPE @ 0.50% MIN.
FLUSH
FG 1224.71
FG 1224.60
FG 1224.45
FG 1224.66
FG 1224.45
FG 1224.59
FG 1224.53
FG 1226.66
FG 1226.65
FG 1226.64
3.2%
FG 1224.30
FLUSH
FG 1224.28
FG 1224.09
FLUSH
FG 1223.99
1224
1223
W
1224
1225
1226
UFO
UFO
UFO
UFO
R/W
R/W
R/W



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seal

Licensed Landscape Architect
Katy O'Meilia
712060
05/21/2025
Arkansas

consultant

revisions

north arrow + scale

scale: 1" = 50'-0"

0 25 50 75 125

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drawing information

project number: 24013
contact: KO
drawn by: NA
checked by: VH

drawing date

MAY 21, 2025

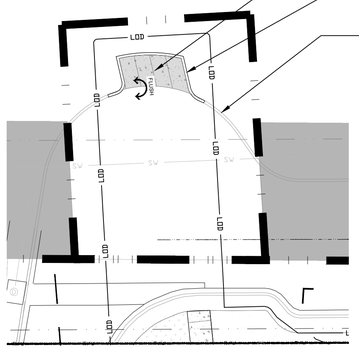
sheet title

SITE KEY PLAN

sheet number

LS-101

\\serverNAS2\PROJECTS\PROJECTS\24013_City of Fayetteville - Walker Park - Phase 1 CDs\CAD\SHEETS\LS-100 - Layout Plan.dwg (LS-101) Plotted on: Jun 19, 2025 - 11:01am by vhall



LS-102.2 - NORTH SCOOTER PARKING

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Katy O'Meilia
712060
05/21/2025
Arkansas

consultant

revisions

north arrow + scale

scale: 1" = 20'-0"

0 10 20 30 50

project information

24013 WALKER PARK PHASE 1

project address

10 W 15TH ST
FAYETTEVILLE, AR 72701

client information

CITY OF FAYETTEVILLE, AR
113 WEST MOUNTAIN ST
FAYETTEVILLE, AR 72701
479.444.3469

drawing information

project number:	24013
contact:	KO
drawn by:	NA
checked by:	VH

drawing date

MAY 21, 2025

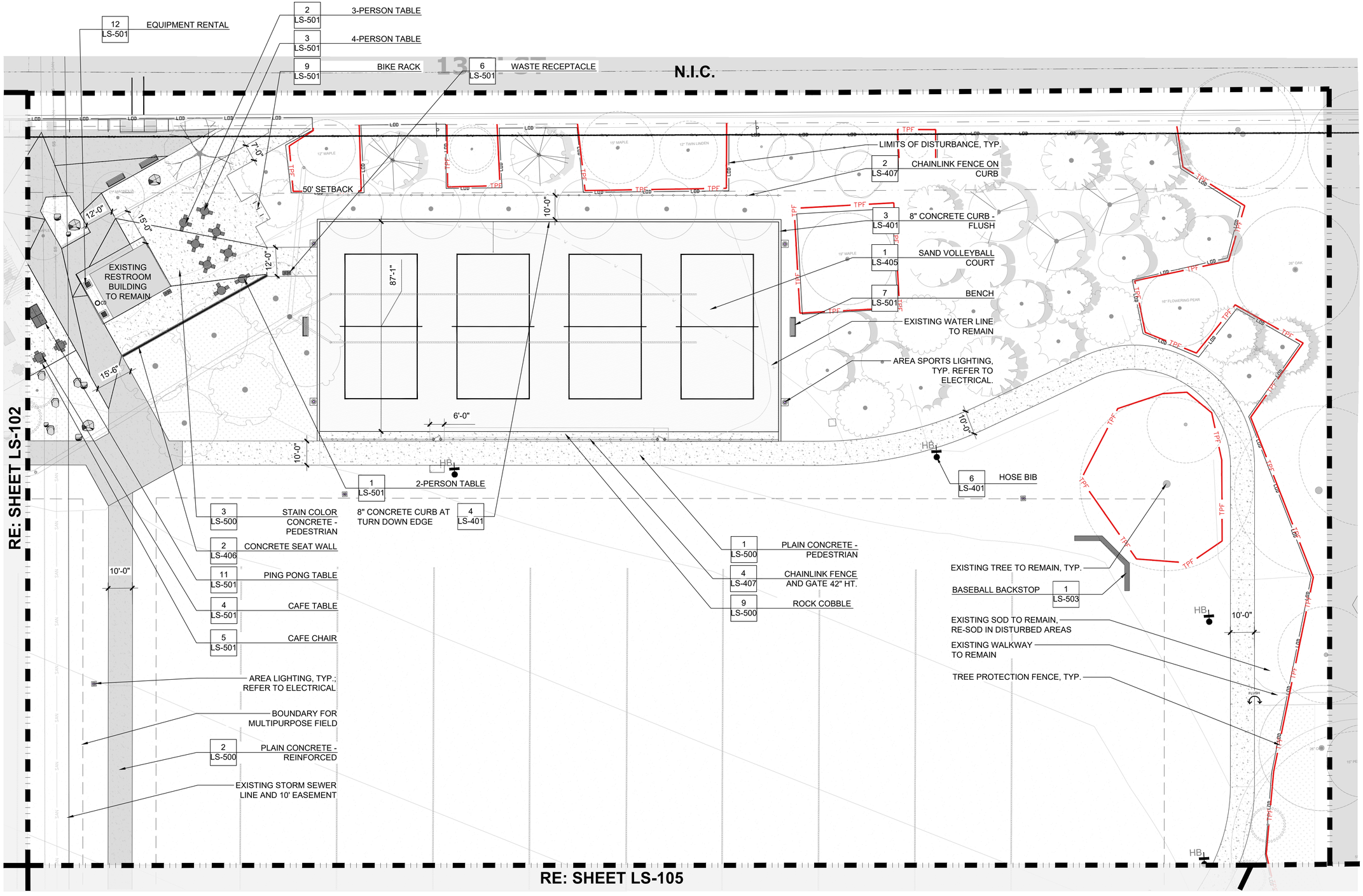
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LAYOUT PLAN - 1

sheet number

LS-102

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05/21/2025
Arkansas

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revisions

north arrow + scale

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0 10 20 30 50

project information

24013 WALKER PARK PHASE 1

project address

10 W 15TH ST
FAYETTEVILLE, AR 72701

client information

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113 WEST MOUNTAIN ST
FAYETTEVILLE, AR 72701
479.444.3469

drawing information

project number: 24013
contact: KO
drawn by: NA
checked by: VH

drawing date

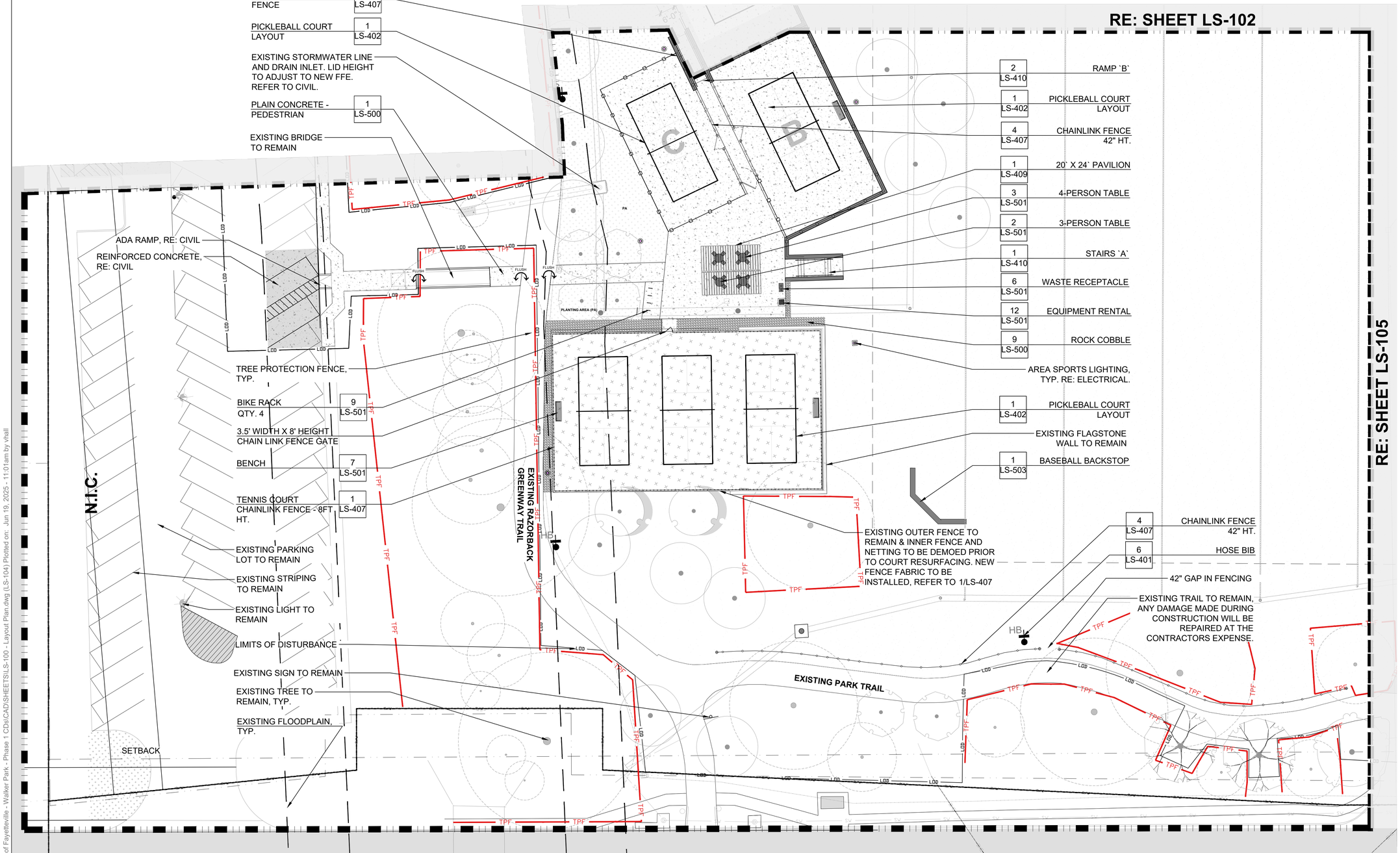
MAY 21, 2025

sheet title

LAYOUT PLAN - 2

sheet number

LS-103



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revisions

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scale: 1" = 20'-0"

0 10 20 30 50

project information

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project address

10 W 15TH ST
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client information

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113 WEST MOUNTAIN ST
FAYETTEVILLE, AR 72701
479.444.3469

drawing information

project number: 24013
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drawn by: NA
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drawing date

MAY 21, 2025

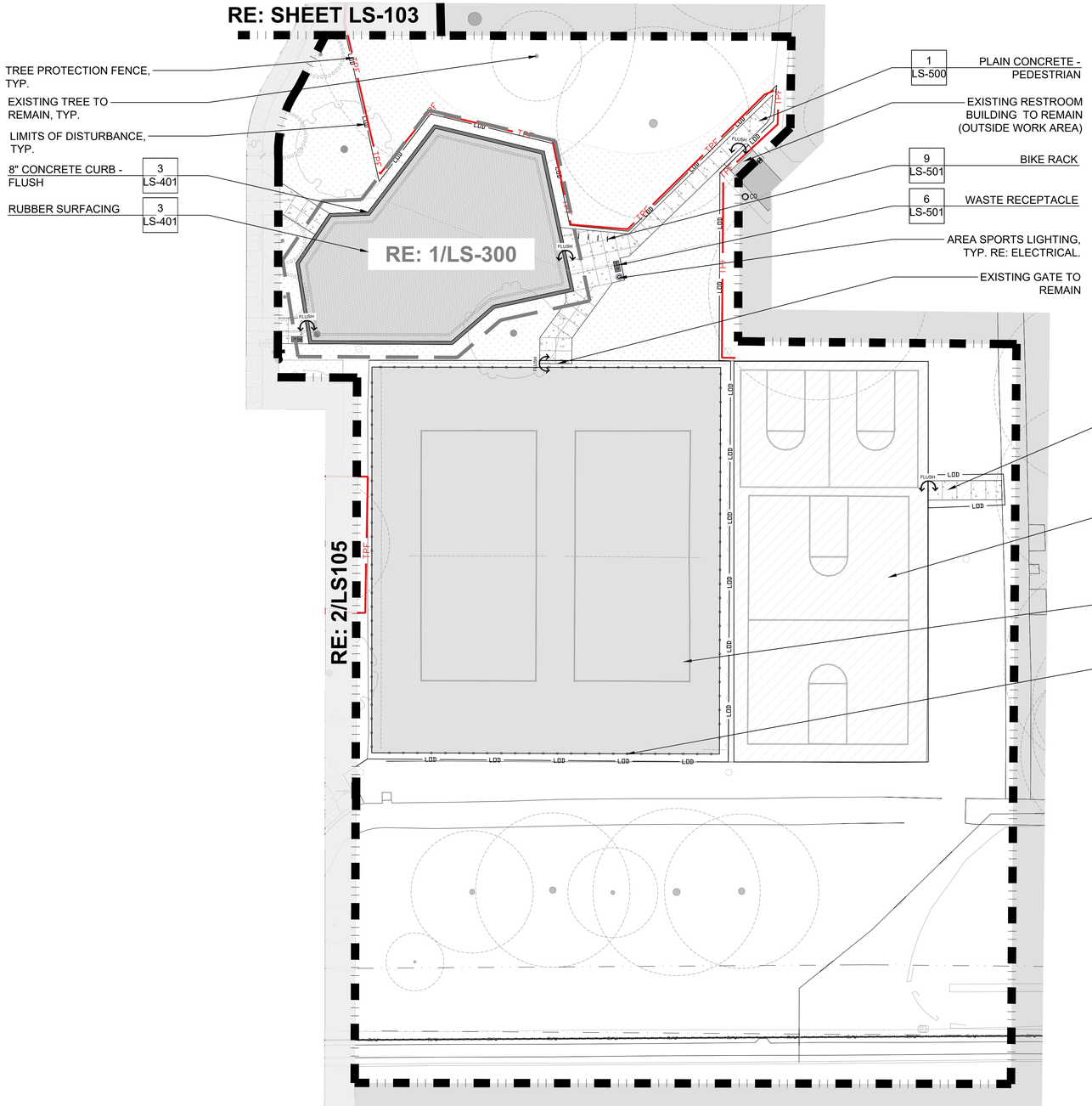
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LAYOUT PLAN - 3

sheet number

LS-104

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05/21/2025
Arkansas

consultant

revisions

north arrow + scale

scale: 1" = 20'-0"

0 10 20 30 50

project information

24013 WALKER PARK PHASE 1

project address

10 W 15TH ST
FAYETTEVILLE, AR 72701

client information

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113 WEST MOUNTAIN ST
FAYETTEVILLE, AR 72701
479.444.3469

drawing information

project number: 24013
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drawn by: NA
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drawing date

MAY 21, 2025

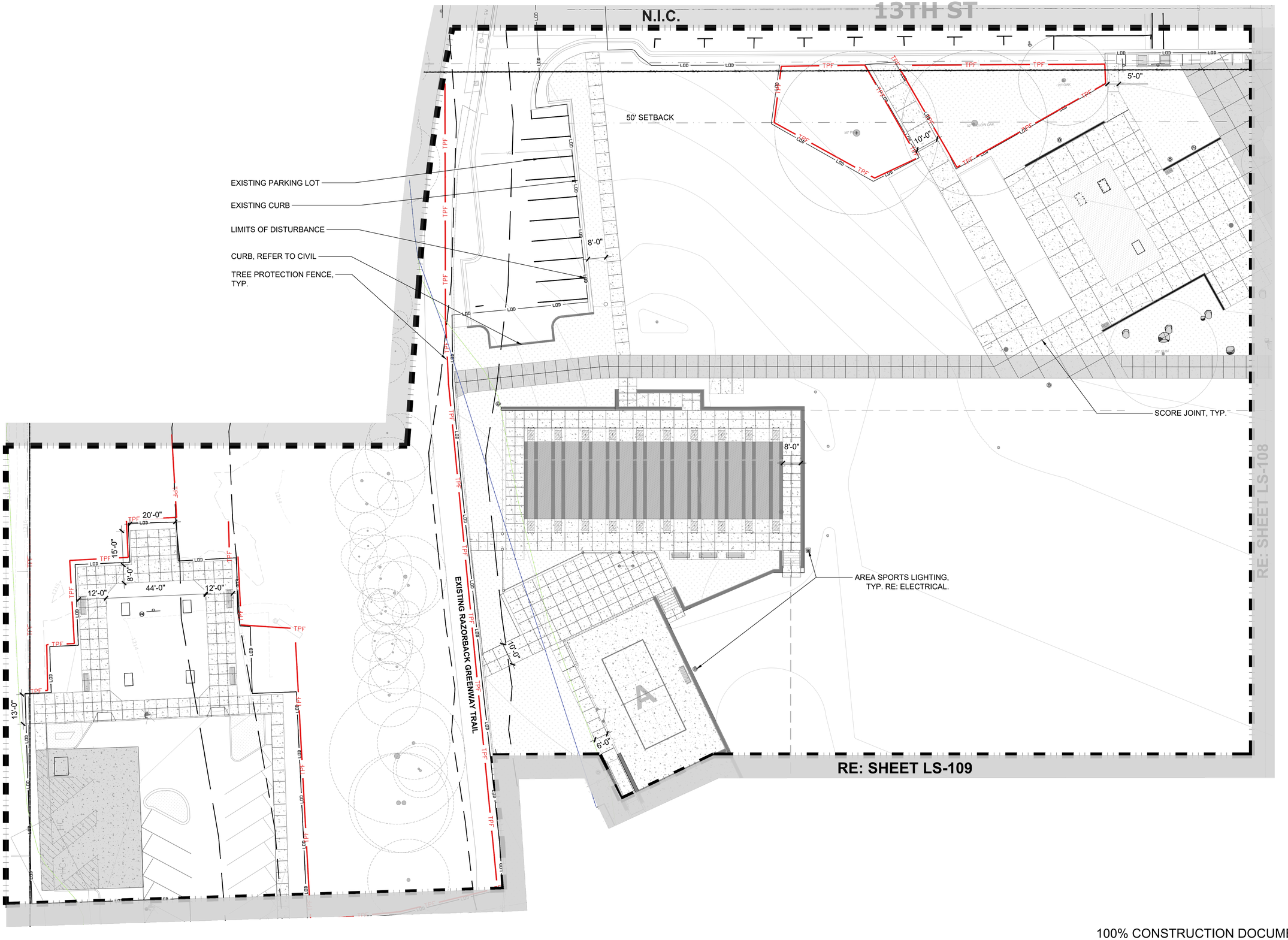
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LAYOUT PLAN - 5

sheet number

LS-106

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05/21/2025
Arkansas

consultant

revisions

north arrow + scale

scale: 1" = 20'-0"

0 10 20 30 50

project information

24013 WALKER PARK PHASE 1

project address

10 W 15TH ST
FAYETTEVILLE, AR 72701

client information

CITY OF FAYETTEVILLE, AR
113 WEST MOUNTAIN ST
FAYETTEVILLE, AR 72701
479.444.3469

drawing information

project number:	24013
contact:	KO
drawn by:	NA
checked by:	VH

drawing date

MAY 21, 2025

sheet title

SCORE JOINT PLAN - 1

sheet number

LS-107

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13TH ST

N.I.C.

RE: SHEET LS-107

RE: SHEET LS-110

EXISTING RESTROOM BUILDING TO REMAIN

LIMITS OF DISTURBANCE

TREE PROTECTION FENCE, TYP.

EXISTING WATER LINE

AREA SPORTS LIGHTING, TYP. RE: ELECTRICAL.

SCORE JOINT, TYP.

STORM SEWER LINE AND 10' EASEMENT

EXISTING STORMWATER LINE

12'-0"

15'-0"

12'-0"

15'-6"

7'-0"

87'-1"

6'-0"

10'-0"

10'-0"

10'-0"

10'-0"

10'-0"

HB1

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05/21/2025
Arkansas

consultant

revisions

north arrow + scale

scale: 1" = 20'-0"

0 10 20 30 50

project information

24013 WALKER PARK PHASE 1

project address

10 W 15TH ST
FAYETTEVILLE, AR 72701

client information

CITY OF FAYETTEVILLE, AR
113 WEST MOUNTAIN ST
FAYETTEVILLE, AR 72701
479.444.3469

drawing information

project number: 24013
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drawn by: NA
checked by: VH

drawing date

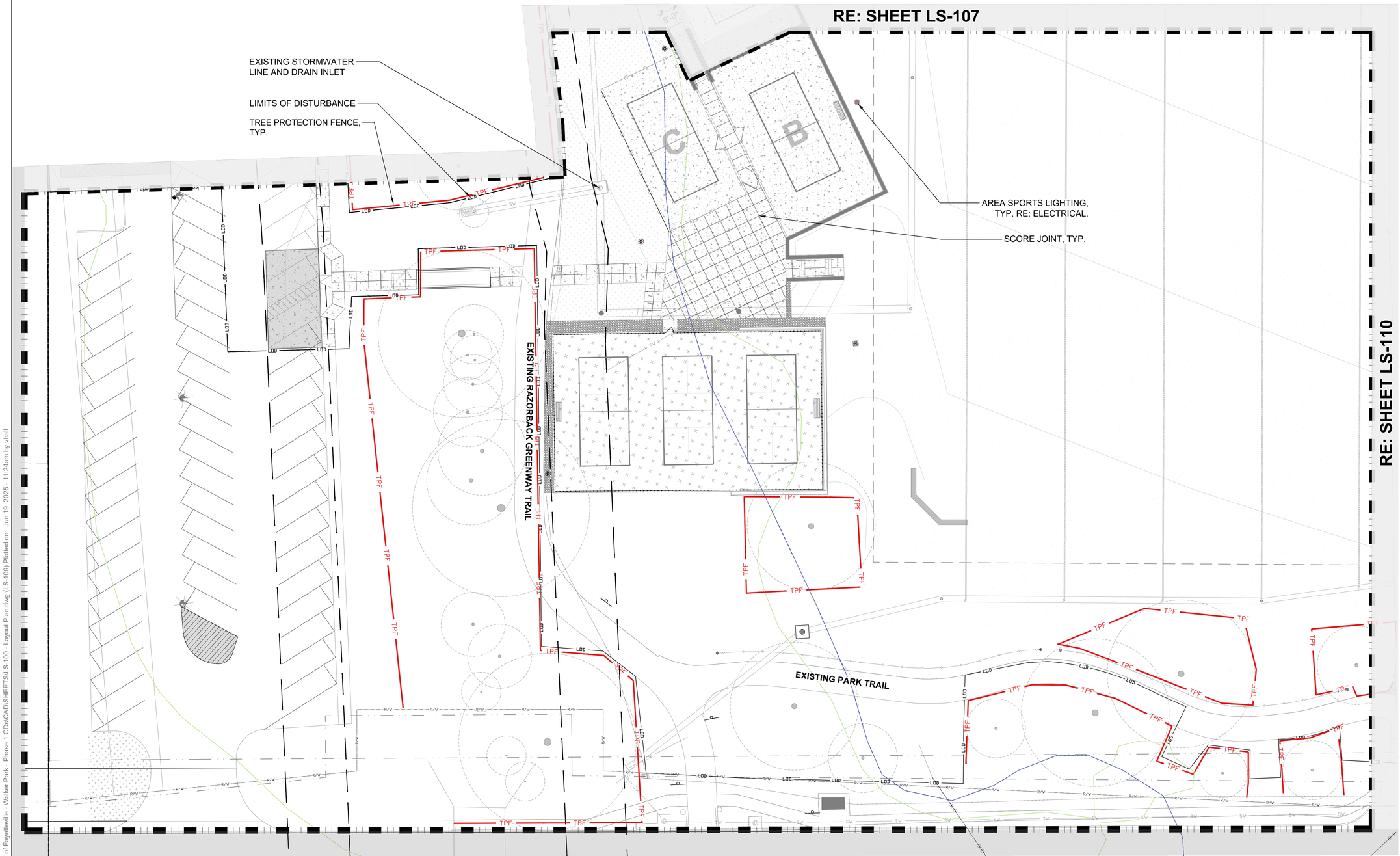
MAY 21, 2025

sheet title

SCORE JOINT PLAN - 2

sheet number

LS-108



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05/21/2025
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consultant

revisions

north arrow + scale

scale: 1" = 20'-0"

0 10 20 30 50

project information

24013 WALKER PARK PHASE 1

project address

10 W 15TH ST
FAYETTEVILLE, AR 72701

client information

CITY OF FAYETTEVILLE, AR
113 WEST MOUNTAIN ST
FAYETTEVILLE, AR 72701
479.444.3469

drawing information

project number:	24013
contact:	KO
drawn by:	NA
checked by:	VH

drawing date

MAY 21, 2025

sheet title

SCORE JOINT PLAN - 3

sheet number

LS-109

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RE: SHEET LS-108

RE: SHEET LS-109

RE: 1/LS111

EXISTING UTILITY LINES

10'-0"

STORM SEWER LINE AND
10' EASEMENT

AREA SPORTS LIGHTING,
TYP. RE: ELECTRICAL.

SCORE JOINT, TYP.

TREE PROTECTION FENCE,
TYP.

EXISTING TREE TO REMAIN,
TYP,

LIMITS OF DISTURBANCE

EXISTING PARK TRAIL

TPF

LOD

R/W

N.I.C.

W 15TH ST

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712060
05/21/2025
Arkansas

consultant

revisions

north arrow + scale

N

scale: 1" = 20'-0"

0 10 20 30 50

project information

24013 WALKER
PARK PHASE 1

project address

10 W 15TH ST
FAYETTEVILLE, AR 72701

client information

CITY OF FAYETTEVILLE, AR
113 WEST MOUNTAIN ST
FAYETTEVILLE, AR 72701
479.444.3469

drawing information

project number: 24013
contact: KO
drawn by: NA
checked by: VH

drawing date

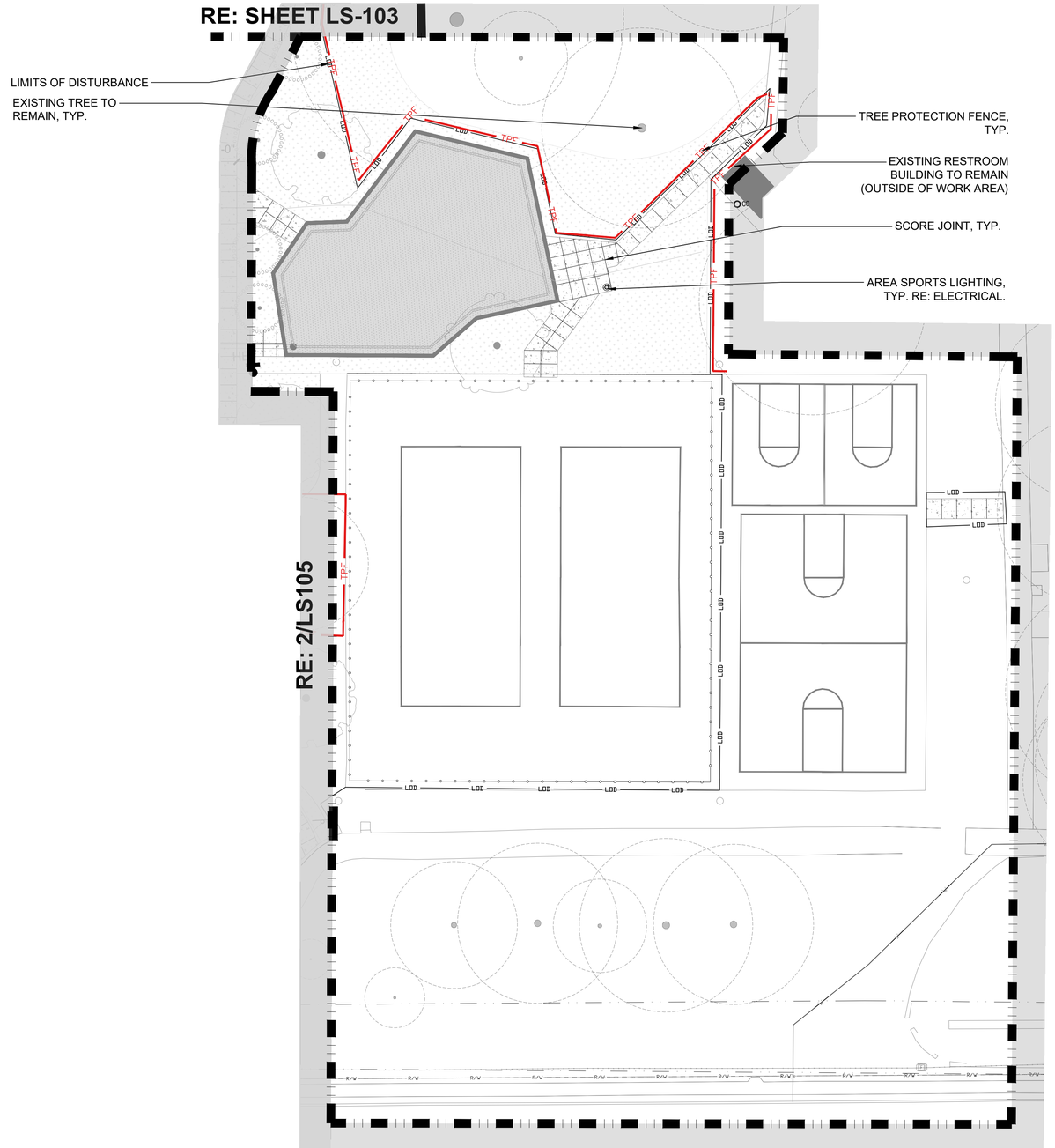
MAY 21, 2025

sheet title

SCORE JOINT PLAN - 4

sheet number

LS-110



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LS-111

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05/21/2025
Arkansas

consultant

revisions

north arrow + scale

scale: 1" = 20'-0"

0 10 20 30 50

project information

24013 WALKER PARK PHASE 1

project address

10 W 15TH ST
FAYETTEVILLE, AR 72701

client information

CITY OF FAYETTEVILLE, AR
113 WEST MOUNTAIN ST
FAYETTEVILLE, AR 72701
479.444.3469

drawing information

project number: 24013
contact: KO
drawn by: NA
checked by: VH

drawing date

MAY 21, 2025

sheet title

SCORE JOINT PLAN - 5

sheet number

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GENERAL NOTES:

1. CONTRACTOR SHALL PROVIDE EQUIPMENT AS SPECIFIED IN THE CONTRACT DOCUMENTS UNLESS OTHERWISE APPROVED IN WRITING BY THE OWNER OR OWNER'S REPRESENTATIVE.
2. ANY PROPOSED ALTERNATE TO THE SPECIFIED SHOW EQUIPMENT MUST BE SUBMITTED FOR REVIEW AND APPROVAL PRIOR TO PROCUREMENT OR INSTALLATION. SUBSTITUTES MUST BE OF EQUAL EXPERIENCE AND VALUE.
3. IF AN ALTERNATE IS PROPOSED AND APPROVED, AND IT RESULTS IN AN INCREASE IN EQUIPMENT FOOTPRINT (SQUARE FOOTAGE), THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL ASSOCIATED IMPACTS.
4. IF THE ALTERNATE RESULTS IN ADDITIONAL COSTS (INCLUDING BUT NOT LIMITED TO MATERIALS, LABOR, INSTALLATION, OR COORDINATION), THE CONTRACTOR SHALL BEAR FULL FINANCIAL RESPONSIBILITY.
5. CONTRACTOR SHALL COORDINATE ALL ALTERNATE EQUIPMENT IMPACTS WITH ARCHITECTURAL, STRUCTURAL, MEP, AND OTHER RELEVANT TRADES.
6. NO SCHEDULE EXTENSIONS OR COST INCREASES WILL BE GRANTED DUE TO CHANGES RESULTING FROM CONTRACTOR-PROPOSED ALTERNATES.
7. ALL DEVIATIONS FROM THE ORIGINAL DESIGN MUST BE DOCUMENTED AND APPROVED PRIOR TO IMPLEMENTATION.








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05/21/2025
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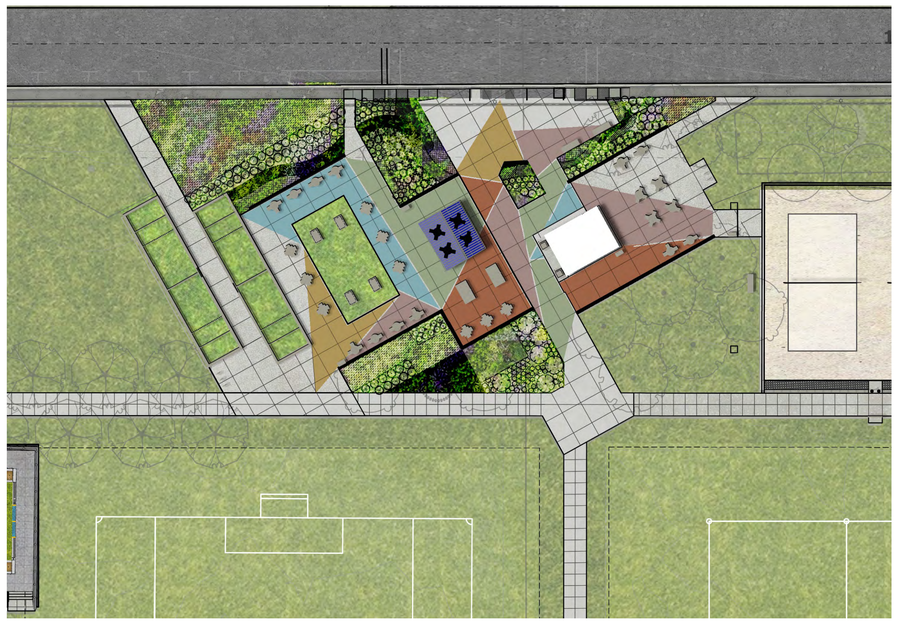
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PLAYGROUND ENLARGEMENT

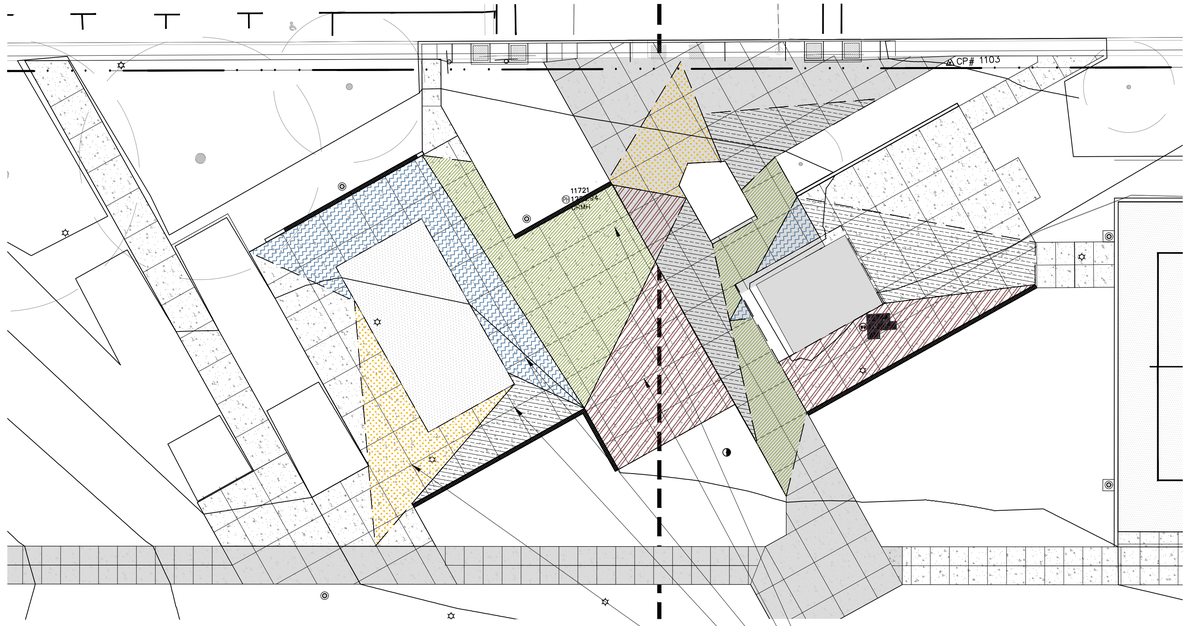
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LS-300

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NORTH PLAZA - GRAPHIC FOR DESIGN REFERENCE ONLY NOT TO BE USED FOR LAYOUT OF PAVING OR HARDSCAPE



KEY	COLOR NAME
PAVING FIELDS	
	BURNT ORANGE
	LIGHT BLUE
	GREEN (TL)
	RED (TL)
	PURPLE

NOTES:
1.SELECTED CONTRACTOR TO RECEIVE DIGITAL COPY OF LAYOUT FOR USE IN SET UP OF STAINED AREAS.
2. CONTRACTOR SHALL USE EZCHEM - ENVIRO CONCRETE STAINS OR APPROVED EQUAL, REFER HARDSCAPE SCHEDULE ON LS-500 FOR SPECIFICATIONS. FINAL PRODUCT APPROVAL AND COLOR SELECTION TO BE CHOSEN BY LANDSCAPE ARCHITECT FROM FULL RANGE OF COLORS OF THE CHOSEN PRODUCT PRIOR TO PURCHASE.
3. CONTRACTOR SHALL DEVELOP A PHYSICAL MOCK UP IN COLLABORATION WITH THE LANDSCAPE ARCHITECT TO MEET THE AESTHETIC REQUIREMENTS OF THE PROJECT. THIS WORK MAY REQUIRE MULTIPLE ITERATIONS OF THE MOCK UP. CONTRACTOR TO PROVIDE HALF PANEL MOCK-UP TO SHOW EDGE CONDITION AGAINST SECONDARY COLOR AND NON STAINED AREA.
THE FINAL MOCK UP SHALL BE APPROVED BY THE LANDSCAPE ARCHITECT AND MAINTAINED ON SITE THROUGH THE COMPLETION OF THE PUNCH WALK AS A STANDARD FOR COMPARISON.

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712060
05/21/2025
Arkansas

consultant

revisions

north arrow + scale

N

scale: 1" = 10'-0"

0 5 10 15 25

project information

24013 WALKER PARK PHASE 1

project address

10 W 15TH ST
FAYETTEVILLE, AR 72701

client information

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drawing information

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drawing date

MAY 21, 2025

sheet title

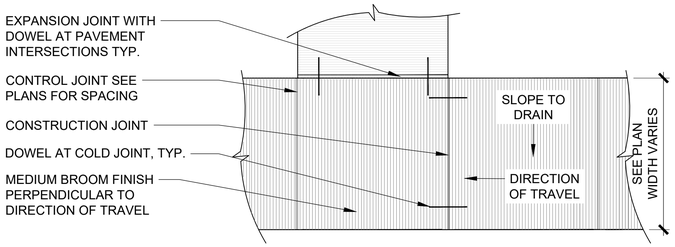
INTEGRAL COLOR CONCRETE DIAGRAM

sheet number

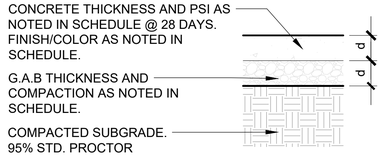
LS-303

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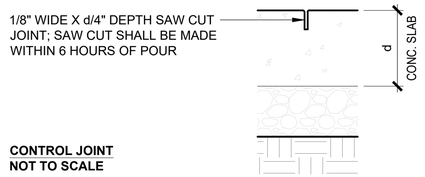
NOTES:
1. FOR ALL CONCRETE FINISHES SEE HARDSCAPE SCHEDULE/LS-500
2. CONTRACTOR TO CONSTRUCT 5'x5' MOCKUPS ON SITE OF ALL CONCRETE FINISHES FOR OWNER & LANDSCAPE ARCHITECT TO REVIEW AND APPROVE. MOCKUPS ARE TO BE REMOVED FROM THE SITE BEFORE COMPLETION OF THE PROJECT.
3. CAULK JOINTS WITH LITHOSEAL (COLOR TO BE SELECTED BY LANDSCAPE ARCHITECT FROM MANUFACTURER'S FULL RANGE OF COLORS).
4. EXPANSION JOINT TRANSITION TO BE USED WHERE CONCRETE SIDEWALK ABUTS BUILDING, SITE WALLS, OR OTHER STRUCTURES. (SEE SECTIONS AND JOINTS DETAILS)
5. ALL CONCRETE PAVING SHALL HAVE EXPANSION JOINTS AND CONTROL (ALSO KNOWN AS ISOLATION OR CONSTRUCTION) JOINTS. WHERE JOINTING IS NOT SHOWN ON THE PLANS, THE CONTRACTOR SHALL SUBMIT A JOINTING PLAN FOR APPROVAL THAT MEETS THE REQUIREMENTS OF ACI 302.1R-15.
6. EXPANSION JOINTS SHALL BE PLACED A MAXIMUM OF 30' O.C.
7. TIE HORIZONTAL SURFACES TOGETHER WITH DOWELS WHERE SLABS AND ELEMENTS ADJOIN AT FLUSH TRANSITIONS.
8. MAXIMUM CROSS SLOPE TO BE 2%.
9. MICROMESH ADDITIVE TO BE USED IN ALL CONCRETE PAVEMENT AND INSTALLED PER MANUFACTURER'S SPECIFICATIONS. ENSURE NO MICROMESH FIBERS ARE VISIBLE UPON FINISHING CONCRETE.



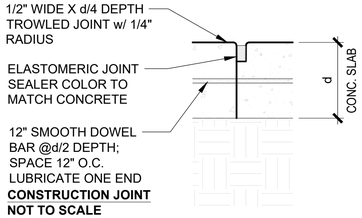
CONCRETE SIDEWALK PLAN VIEW
SCALE: 1" = 1'-0"



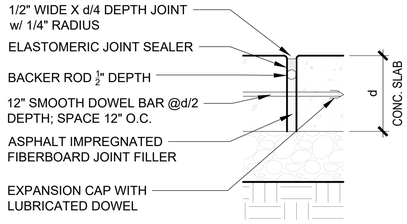
CONCRETE SECTION ON GRADE
SCALE: 1"=1'-0"



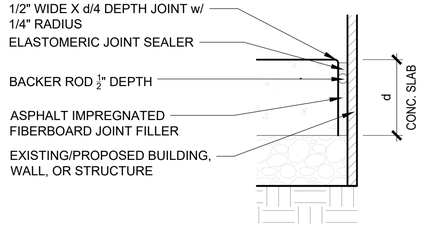
CONTROL JOINT
NOT TO SCALE



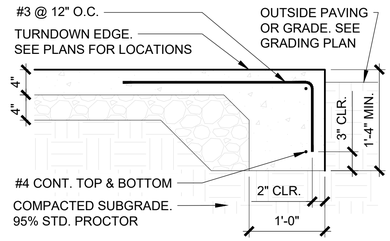
CONSTRUCTION JOINT
NOT TO SCALE



EXPANSION JOINT
NOT TO SCALE



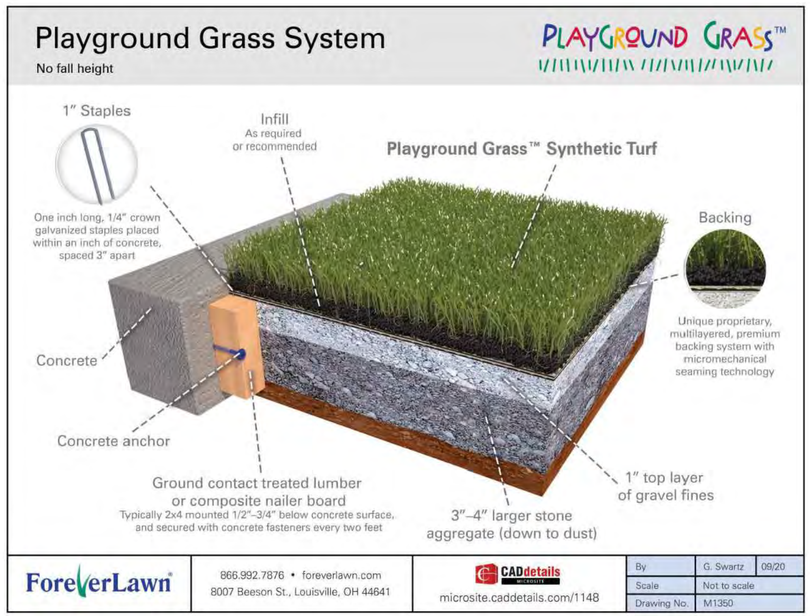
EXPANSION JOINT AT BUILDING, WALL OR STRUCTURE
NOT TO SCALE



TURNDOWN / THICKENED EDGE
SCALE: 1"=1'-0"

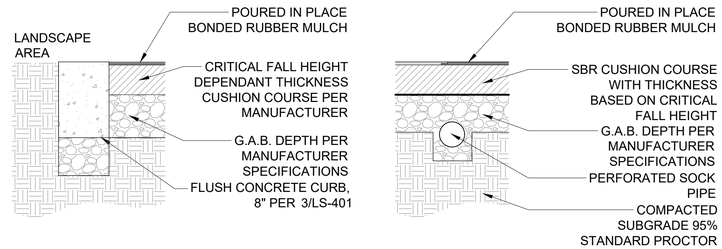
1 CONCRETE
SCALE: AS NOTED

NOTES:
1. SEE 4/LS-500AND 5/LS-500 FOR SPECIFICATION
2. 6" SOCK PIPE LAYOUT PER LANDSCAPE ARCHITECTURE SUPPLEMENTAL GRADING AND DRAINAGE PLANS AND CIVIL DRAINAGE PLANS. INSTALL SOCK PIPE PER MANUFACTURER'S RECOMMENDATIONS AND TIE INTO CIVIL'S MAIN STORMWATER TRUNK LINES.
3. INSTALLATION TO BE COMPLETED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATION.
4. SYNTHETIC TURF SHALL COMPLY WITH ALL ADA LAWS AND BE FULLY ACCESSIBLE.
5. WHEN SYNTHETIC TURF ABUTS A CONCRETE CURB OR SIDEWALK, IT MUST ADHERE TO ADA THRESHOLD REQUIREMENTS AND BE INSTALLED WITH A FINISHED SURFACE NO MORE THAN 1/4" VERTICAL CHANGE.
6. CONTRACTOR'S EQUAL PRODUCT AND INSTALLATION DETAILS SUBMITTED TO LANDSCAPE ARCHITECT FOR SUBSTITUTION APPROVAL. PRIOR TO CONSTRUCTION AND ORDERING MATERIAL, THE CONTRACTOR SHALL SUBMIT A SAMPLE OF THE PREFERRED PRODUCT/SPECS. FOR APPROVAL BY LANDSCAPE ARCHITECT.



2 ARTIFICIAL TURF
1" 1'-0"d

NOTES:
1. ALL FALL HEIGHT REQUIREMENTS TO BE VERIFIED PER PLAYGROUND EQUIPMENT MANUFACTURER AND CUSHION THICKNESS PER MATERIAL MANUFACTURER.
2. 6" SOCK PIPE: RE:CIVIL LAYOUT, GRADING AND CIVIL DRAINAGE PLANS. INSTALL SOCK PIPE PER MANUFACTURER'S RECOMMENDATIONS AND TIE INTO CIVIL'S MAIN STORMWATER TRUNK LINES.



3 PLAYGROUND SURFACING
1" 1'-0"d

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revisions

north arrow + scale

project information

24013 WALKER PARK PHASE 1

project address

10 W 15TH ST
FAYETTEVILLE, AR 72701

client information

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drawing information

project number: 24013
contact: KO
drawn by: NA
checked by: VH

drawing date

MAY 21, 2025

sheet title

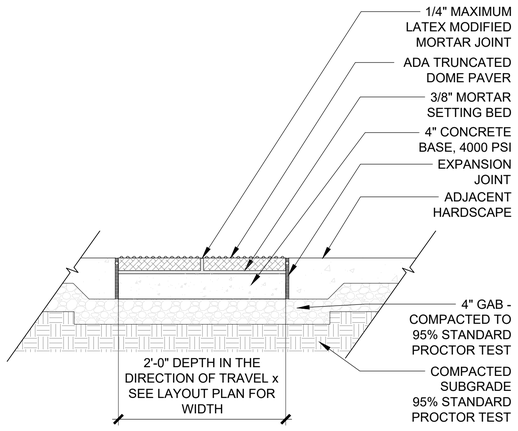
HARDSCAPE PAVING DETAILS

sheet number

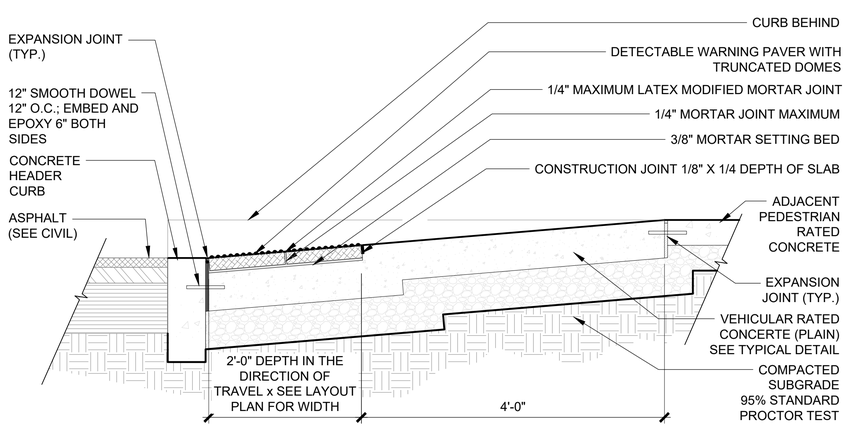
LS-400

Jun 19, 2025 - 8:59am by vhall
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NOTES:
1. SEE 6/LS-500 FOR SPECIFICATION
2. INSTALL PER MANUFACTURER'S RECOMMENDATIONS.
3. PRIOR TO CONSTRUCTION AND ORDERING MATERIAL, THE CONTRACTOR SHALL SUBMIT A SAMPLE OF THE PREFERRED PRODUCT/SPECS FOR APPROVAL BY LANDSCAPE ARCHITECT.
4. COLOR TO BE COMPLIANT DARK GRAY, MORTAR TO MATCH SURROUNDING JOINTS



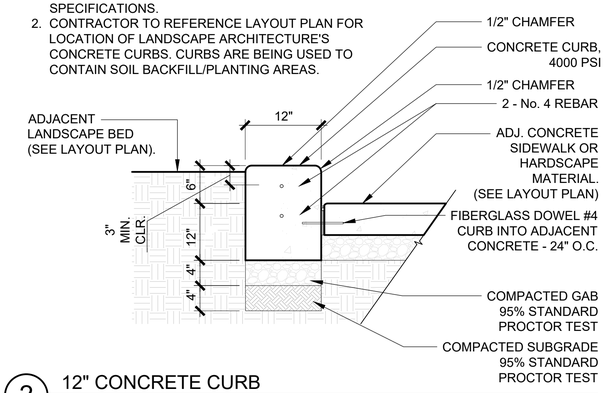
ADA TRUNCATED DOMES PAVERS



ADA TRUNCATED DOMES AT PEDESTRIAN RAMP

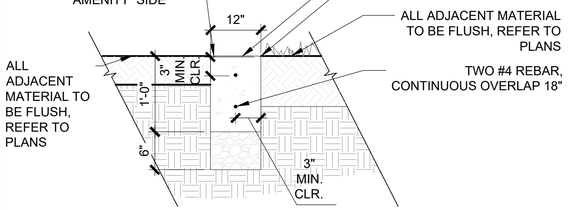
1 TRUNCATED DOMES
1" 1'-0"d

NOTES:
1. SEE 2/LS-500 FOR FINISH AND MATERIAL SPECIFICATIONS.
2. CONTRACTOR TO REFERENCE LAYOUT PLAN FOR LOCATION OF LANDSCAPE ARCHITECTURE'S CONCRETE CURBS. CURBS ARE BEING USED TO CONTAIN SOIL BACKFILL/PLANTING AREAS.



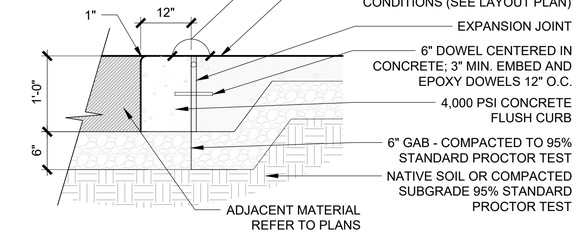
2 12" CONCRETE CURB
1" 1'-0"d

IMPORTANT!
1. SEE 2/LS-500 FOR FINISH AND MATERIAL SPECIFICATIONS.
2. CONCRETE TO HAVE A SMOOTH TROWEL FINISH ON VISIBLE/TOP SURFACE.
3. EXPANSION AND CONTROL JOINT SPACING PER SPECIFICATIONS.

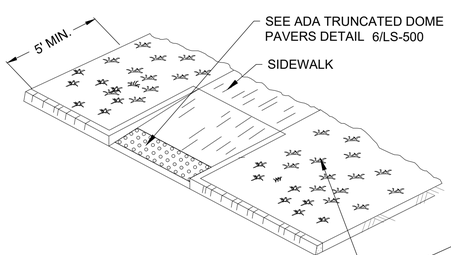


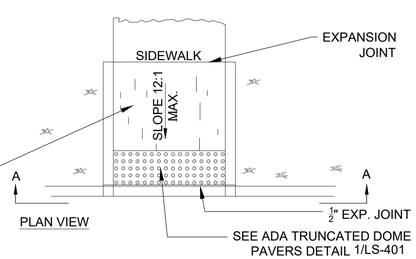
3 12" CONCRETE CURB - FLUSH
1" 1'-0"d

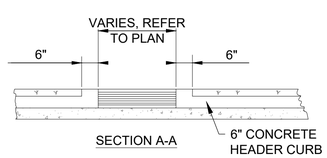
IMPORTANT!
1. SEE 1/LS-500 FOR FINISH AND MATERIAL SPECIFICATIONS.
2. CONCRETE TO HAVE A SMOOTH TROWEL FINISH ON VISIBLE/TOP SURFACE.
3. EXPANSION AND CONTROL JOINT SPACING PER SPECIFICATIONS.



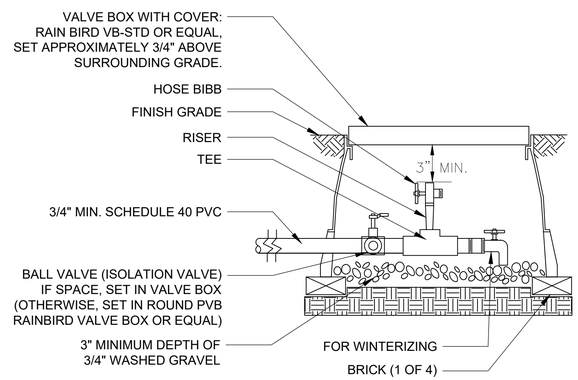
4 12" CONCRETE CURB AT TURN DOWN EDGE
1" 1'-0"d







5 CURB RAMP
3/4" 1'-0"d



6 HOSE BIB
1" 1'-0"d

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revisions

north arrow + scale

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drawing information

project number:	24013
contact:	KO
drawn by:	NA
checked by:	VH

drawing date

MAY 21, 2025

sheet title

HARDSCAPE PAVING DETAILS

sheet number

LS-401

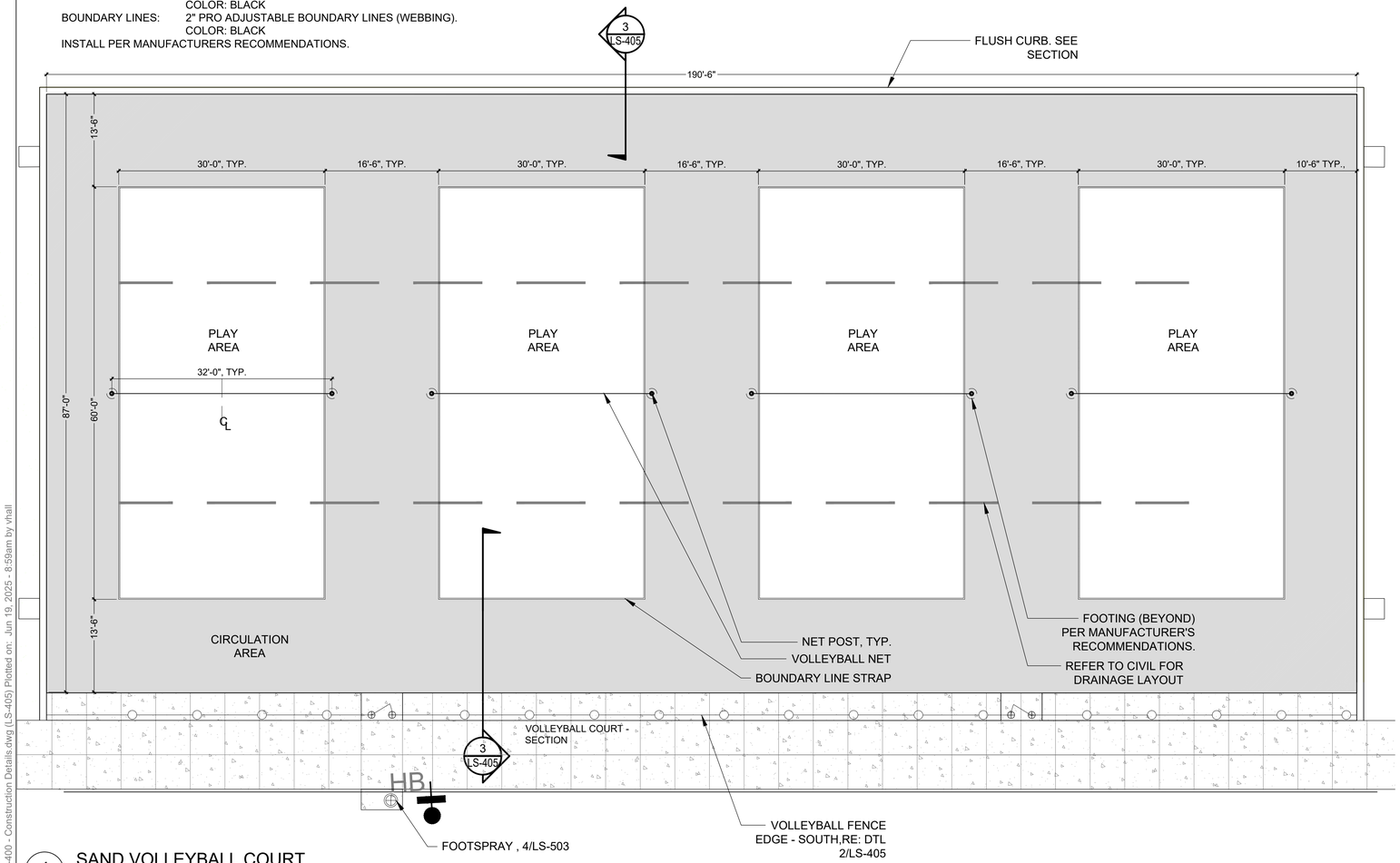
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NOTES:

1. VOLLEYBALL NET, POSTS, AND BOUNDARY LINE STRAP TO BE NATIONAL SPORTS PRODUCTS - 3.5" SQ STEEL OUTDOOR IN-GROUND VOLLEYBALL SYSTEM OR **EQUAL APPROVED** BY LANDSCAPE ARCHITECT.
   - POSTS: 3.5 INCH O.D. BY 10-1/2' TO 12' LONG, THICK WALL GALVANIZED STEEL POSTS. INCLUDE 3.5" POST SLEEVES. NO PADS, NO ANTENNAS
   - NET: 4" PRO BEACH NET WITH STEEL CABLES. STANDARD 32' WIDTH WITH NO EXTRA SIDE TENSION. COLOR: BLACK
   - BOUNDARY LINES: 2" PRO ADJUSTABLE BOUNDARY LINES (WEBBING). COLOR: BLACK

   INSTALL PER MANUFACTURERS RECOMMENDATIONS.
2. SAND TO BE BEACH VOLLEY BALL SAND - RECREATIONAL GRADE. SAND TO BE WASHED AND CLEAN AND FREE OF COARSE AGGREGATE AND DUST. SAMPLE TO BE PROVIDED TO LANDSCAPE ARCHITECT FOR APPROVAL PRIOR TO PURCHASING.

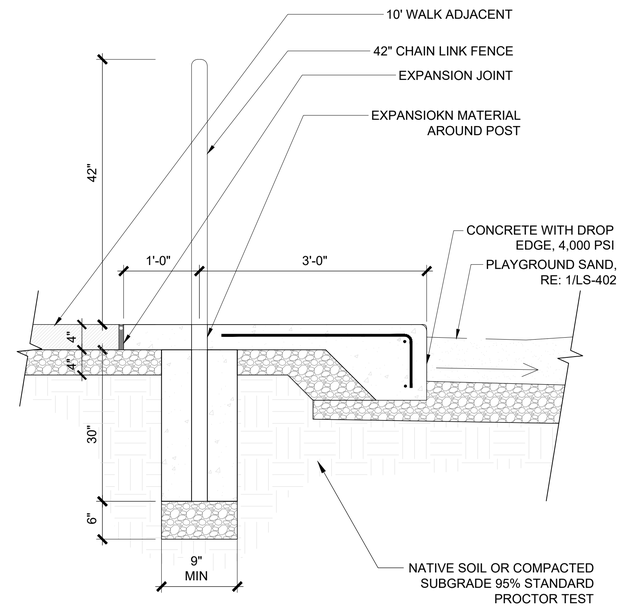
   INSTALL PER MANUFACTURER'S RECOMMENDATIONS.



1 SAND VOLLEYBALL COURT

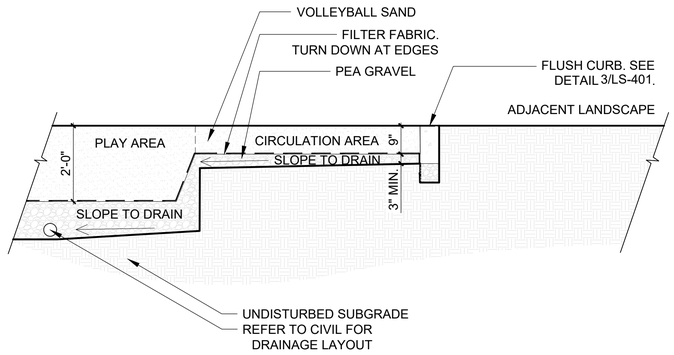
1" = 10'

P-24013-PA-43



2 VOLLEYBALL FENCE EDGE - SOUTH

AS NOTED



3 VOLLEYBALL COURT - SECTION

1/2" 1'-0"d

P-24013-PA-44

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drawing information

project number: 24013
contact: KO
drawn by: NA
checked by: VH

drawing date

MAY 21, 2025

sheet title

HARDSCAPE PAVING DETAILS

sheet number

LS-405

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HARDSCAPE SCHEDULE NOTES:

1. SAMPLES ARE TO BE PROVIDED FOR ALL MATERIALS AND FINISHES FOR APPROVAL BY LANDSCAPE ARCHITECT 30 DAYS PRIOR TO PURCHASE.
2. PRODUCT SUBMITTALS AND SHOP DRAWINGS FOR ALL MATERIALS AND ALL FABRICATED ITEMS ARE REQUIRED FOR REVIEW AND APPROVAL FROM LANDSCAPE ARCHITECT PRIOR TO PURCHASE AND CONSTRUCTION.
3. PRODUCT TO BE AS SPECIFIED OR APPROVED EQUAL. SUBMITTAL TO LANDSCAPE ARCHITECT REQUIRED.
4. PRODUCTS ARE TO BE APPLIED/INSTALLED PER MANUFACTURER'S RECOMMENDATION.

1 HEDRA SCOUT SLIDE

MANUFACTURER
NAME: LANDSCAPE STRUCTURES
WEBSITE: WWW.PLAYLSI.COM

PRODUCT
HEDRA SCOUT
MODEL NUMBER: 265929
GENERAL DIMENSIONS: 26' (L) X 22' (W) X 8' (H)
WEIGHT: 3,570 LBS

ALL PANELS TO HAVE TRANSPARENCY OF 50% OR MORE. COLOR AND FINISH TO BE SELECTED BY LANDSCAPE ARCHITECT FROM MANUFACTURER'S FULL RANGE OF CUSTOM COLORS AND FINISHES

CONTRACTOR TO CONFIRM QUANTITIES PRIOR TO PURCHASING



2 SWING

MANUFACTURER
NAME: LANDSCAPE STRUCTURES
WEBSITE: WWW.PLAYLSI.COM

PRODUCT
HEDRA SWING
MODEL NUMBER: 278557
GENERAL DIMENSIONS: 16' (L) X 3' (W) X 8' (H)
WEIGHT: 346 LBS

COLOR AND FINISH TO BE SELECTED BY LANDSCAPE ARCHITECT FROM MANUFACTURER'S FULL RANGE OF CUSTOM COLORS AND FINISHES

CONTRACTOR TO CONFIRM QUANTITIES PRIOR TO PURCHASING



3 SPINNER

MANUFACTURER
NAME: LANDSCAPE STRUCTURES
WEBSITE: WWW.PLAYLSI.COM

PRODUCT
OMNISPIN SPINNER
MODEL NUMBER: 173591
GENERAL DIMENSIONS: 7' (L) X 7' (W) X 18" (H)
WEIGHT: 500 LBS

COLOR AND FINISH TO BE SELECTED BY LANDSCAPE ARCHITECT FROM MANUFACTURER'S FULL RANGE OF CUSTOM COLORS AND FINISHES

CONTRACTOR TO CONFIRM QUANTITIES PRIOR TO PURCHASING



4 BALANCE BEAM

MANUFACTURER
NAME: LANDSCAPE STRUCTURES
WEBSITE: WWW.PLAYLSI.COM

PRODUCT
CURVED BALANCE BEAM
MODEL NUMBER: 100041
GENERAL DIMENSIONS: 10' (L) X 1.5' (W) X 1' (H)
WEIGHT: 70 LBS

COLOR AND FINISH TO BE SELECTED BY LANDSCAPE ARCHITECT FROM MANUFACTURER'S FULL RANGE OF CUSTOM COLORS AND FINISHES

CONTRACTOR TO CONFIRM QUANTITIES PRIOR TO PURCHASING



5 STEPPERS

MANUFACTURER
NAME: LANDSCAPE STRUCTURES
WEBSITE: WWW.PLAYLSI.COM

PRODUCT
POD CLIMBERS
MODEL NUMBER: 135346
GENERAL DIMENSIONS: 1' (DIA.) X VARYING HEIGHTS (8" - 16")
WEIGHT: TBD

COLOR AND FINISH TO BE SELECTED BY LANDSCAPE ARCHITECT FROM MANUFACTURER'S FULL RANGE OF CUSTOM COLORS AND FINISHES

CONTRACTOR TO CONFIRM QUANTITIES PRIOR TO PURCHASING



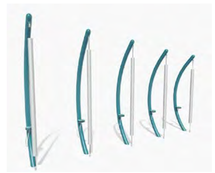
6 MUSICAL PLAY 'A'

MANUFACTURER
NAME: LANDSCAPE STRUCTURES
WEBSITE: WWW.PLAYLSI.COM

PRODUCT
VIBRA CHIMES PENTATONIC SCALE
MODEL NUMBER: 251574
GENERAL DIMENSIONS: 14' (L) X 2' (W)
WEIGHT: 340

COLOR AND FINISH TO BE SELECTED BY LANDSCAPE ARCHITECT FROM MANUFACTURER'S FULL RANGE OF CUSTOM COLORS AND FINISHES

CONTRACTOR TO CONFIRM QUANTITIES PRIOR TO PURCHASING



7 MUSICAL PLAY 'B'

MANUFACTURER
NAME: LANDSCAPE STRUCTURES
WEBSITE: WWW.PLAYLSI.COM

PRODUCT
GRANDIOSO CHIMES
MODEL NUMBER: 214442
GENERAL DIMENSIONS: 9' (L) X 3' (W)
WEIGHT: 425 LBS

COLOR AND FINISH TO BE SELECTED BY LANDSCAPE ARCHITECT FROM MANUFACTURER'S FULL RANGE OF CUSTOM COLORS AND FINISHES

CONTRACTOR TO CONFIRM QUANTITIES PRIOR TO PURCHASING



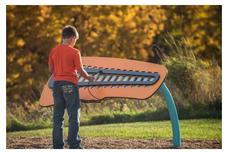
8 MUSICAL PLAY 'C'

MANUFACTURER
NAME: LANDSCAPE STRUCTURES
WEBSITE: WWW.PLAYLSI.COM

PRODUCT
ANIMATO METALLOPHONE
MODEL NUMBER: 214438
GENERAL DIMENSIONS: 6' (L) X 2.5' (W)
WEIGHT: 250 LBS

COLOR AND FINISH TO BE SELECTED BY LANDSCAPE ARCHITECT FROM MANUFACTURER'S FULL RANGE OF CUSTOM COLORS AND FINISHES

CONTRACTOR TO CONFIRM QUANTITIES PRIOR TO PURCHASING



9 BENCH - PLAY

MANUFACTURER
NAME: LANDSCAPE STRUCTURES
WEBSITE: WWW.PLAYLSI.COM

PRODUCT
FACET BENCH
MODEL #: 235526
GENERAL DIMENSIONS: 8' (L) X 2' (W) X 2' (H)
WEIGHT: 1,200 LBS

COLOR AND MATERIAL TO BE SELECTED FROM LANDSCAPE ARCHITECT FROM MANUFACTURER'S FULL RANGE OF COLORS AND FINISHES

CONTRACTOR TO CONFIRM QUANTITIES PRIOR TO PURCHASING



10 SHADE - PLAY

MANUFACTURER
NAME: HYPAR SHADE STRUCTURE
WEBSITE: HTTPS://WWW.ICONSHELTERS.COM

PRODUCT
SKYWAYS SINGLE POST HYPAR SHADE
MODEL #: 267726
GENERAL DIMENSIONS: 16' X 16'
WEIGHT: 670 LBS

COLOR AND MATERIAL TO BE SELECTED FROM LANDSCAPE ARCHITECT FROM MANUFACTURER'S FULL RANGE OF COLORS AND FINISHES

CONTRACTOR TO CONFIRM QUANTITIES PRIOR TO PURCHASING



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drawing information

project number:	24013
contact:	KO
drawn by:	NA
checked by:	VH

drawing date

MAY 21, 2025

sheet title

FURNISHINGS SCHEDULE - PLAY AREA

sheet number

LS-502

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IMPORTANT!
- CONTRACTOR TO VERIFY PLANT QUANTITIES BEFORE PURCHASING AND INSTALLING.
- CONTRACTOR TO RE-SEED ALL DISTURBED AREAS, TYP.
- CONTRACTOR TO ENSURE THE USE OF HAND TOOLS IN SENSITIVE ROOT ZONES TO REMOVE EXISTING AND INSTALL NEW PLANTS IN GROUNDCOVER/SHRUB AREAS OUTSIDE LIMITS OF DISTURBANCE.

CT 2,829 sf
CT 132 sf
CT 17,403 sf
UA 1
QS 5
HC2 4
YF 6
AM 14
SH2 25
EP 78
BC 22
RH2 58
AM 5
UA 1
HC2 26
RH2 27
YF 4
CL 2
SH2 6
AM 6
QS 1
IV 3
HC2 20
LANDSCAPE BOULDERS, 3/LP-401
CL 1
BC2 55
AM 16
SH2 8
RH2 17
EP 13
PC 8
BC2 4
PC 3
AM 12
CV 2
CC 2
CT 1,730 sf
UA 8
CT 36,727 sf
CV 1
CL2 32
PO 2
CT 1,699 sf
CL2 63
EXISTING TREES TO BE REMOVED, TYP.
AA 6
SEE SHEET LP-102
SEE SHEET LP-103
CT 2,242 sf
CT 5,301 sf
CT 250 sf
CT 177 sf
CT 164 sf
CV 4
HC
HC
EXISTING RAZORBACK GREENWAY TRAIL
EXISTING TREES TO REMAIN, TYP.
CONTRACTOR TO RE-SEED ALL DISTURBED AREAS, TYP.
EXISTING PARKING LOT

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seal

Licensed Landscape Architect
Katy O'Meilia
712060
05/21/2025
Arkansas

consultant

revisions

north arrow + scale

scale: 1" = 20'-0"

0 10 20 30 50

project information

24013 WALKER PARK PHASE 1

project address

10 W 15TH ST
FAYETTEVILLE, AR 72701

client information

CITY OF FAYETTEVILLE, AR
113 WEST MOUNTAIN ST
FAYETTEVILLE, AR 72701
479.444.3469

drawing information

project number: 24013
contact: KO
drawn by: NA
checked by: VH

drawing date

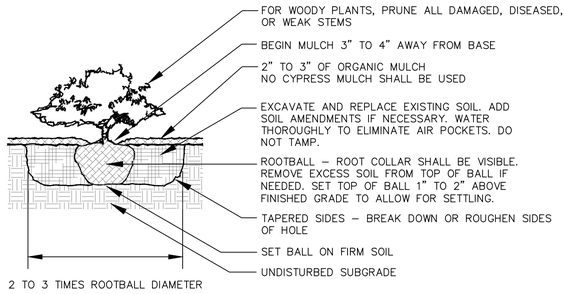
MAY 21, 2025

sheet title

LANDSCAPE PLAN - 1

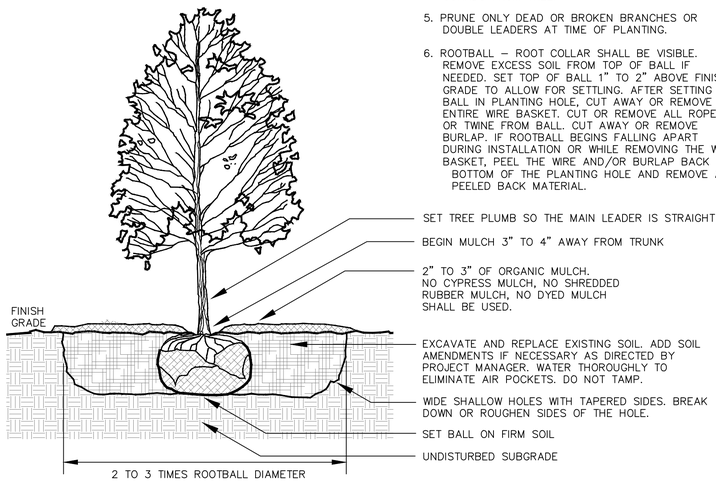
sheet number

LP-101



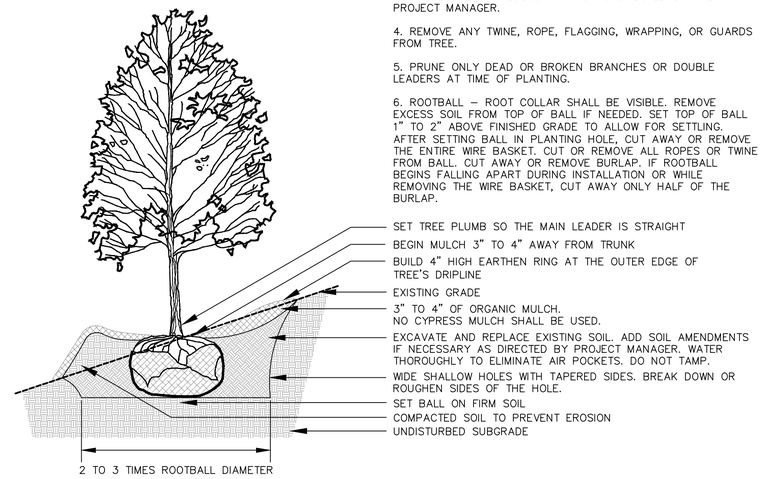
1 SHRUB PLANTING DETAIL
NOT TO SCALE

NOTES:
1. TREES SHALL BE 2" CALIPER MINIMUM.
2. THE HOLE FOR THE TREE SHALL BE EXCAVATED 2–3 TIMES THE SIZE OF THE ROOT BALL.
3. STAKE ONLY IF NECESSARY AND AS DIRECTED BY THE PROJECT MANAGER.
4. REMOVE ANY TWINE, ROPE, FLAGGING, WRAPPING, OR GUARDS FROM TREE.
5. PRUNE ONLY DEAD OR BROKEN BRANCHES OR DOUBLE LEADERS AT TIME OF PLANTING.
6. ROOTBALL – ROOT COLLAR SHALL BE VISIBLE. REMOVE EXCESS SOIL FROM TOP OF BALL IF NEEDED. SET TOP OF BALL 1" TO 2" ABOVE FINISHED GRADE TO ALLOW FOR SETTLING. AFTER SETTING BALL IN PLANTING HOLE, CUT AWAY OR REMOVE THE ENTIRE WIRE BASKET. CUT OR REMOVE ALL ROPES OR TWINE FROM BALL. CUT AWAY OR REMOVE BURLAP. IF ROOTBALL BEGINS FALLING APART DURING INSTALLATION OR WHILE REMOVING THE WIRE BASKET, PEEL THE WIRE AND/OR BURLAP BACK TO THE BOTTOM OF THE PLANTING HOLE AND REMOVE ANY PEELED BACK MATERIAL.



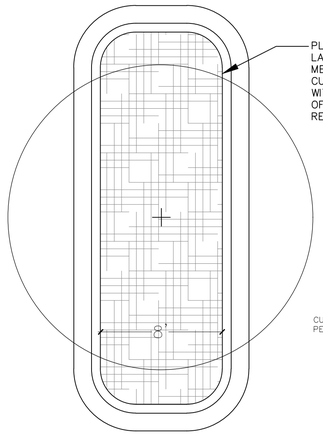
2 TREE PLANTING DETAIL
NOT TO SCALE

NOTES:
1. TREES SHALL BE 2" CALIPER MINIMUM.
2. THE HOLE FOR THE TREE SHALL BE EXCAVATED 2–3 TIMES THE SIZE OF THE ROOT BALL.
3. STAKE ONLY IF NECESSARY AND AS DIRECTED BY THE PROJECT MANAGER.
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5. PRUNE ONLY DEAD OR BROKEN BRANCHES OR DOUBLE LEADERS AT TIME OF PLANTING.
6. ROOTBALL – ROOT COLLAR SHALL BE VISIBLE. REMOVE EXCESS SOIL FROM TOP OF BALL IF NEEDED. SET TOP OF BALL 1" TO 2" ABOVE FINISHED GRADE TO ALLOW FOR SETTLING. AFTER SETTING BALL IN PLANTING HOLE, CUT AWAY OR REMOVE THE ENTIRE WIRE BASKET. CUT OR REMOVE ALL ROPES OR TWINE FROM BALL. CUT AWAY OR REMOVE BURLAP. IF ROOTBALL BEGINS FALLING APART DURING INSTALLATION OR WHILE REMOVING THE WIRE BASKET, CUT AWAY ONLY HALF OF THE BURLAP.



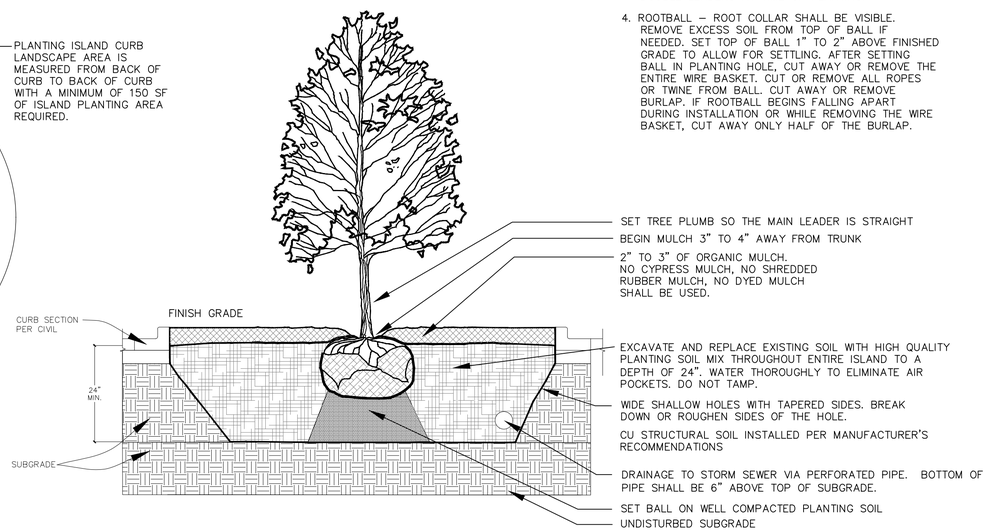
3 TREE PLANTING ON SLOPE DETAIL
NOT TO SCALE

IMPORTANT!
CONTRACTOR TO VERIFY PLANT QUANTITIES BEFORE PURCHASING AND INSTALLING.



4 PLAN VIEW OF PLANTING ISLAND
NOT TO SCALE

NOTES:
1. TREES SHALL BE 2" CALIPER MINIMUM.
2. REMOVE ANY TWINE, ROPE, FLAGGING, WRAPPING, POLES OR GUARDS FROM TREE.
3. PRUNE ONLY DEAD OR BROKEN BRANCHES OR DOUBLE LEADERS AT TIME OF PLANTING.
4. ROOTBALL – ROOT COLLAR SHALL BE VISIBLE. REMOVE EXCESS SOIL FROM TOP OF BALL IF NEEDED. SET TOP OF BALL 1" TO 2" ABOVE FINISHED GRADE TO ALLOW FOR SETTLING. AFTER SETTING BALL IN PLANTING HOLE, CUT AWAY OR REMOVE THE ENTIRE WIRE BASKET. CUT OR REMOVE ALL ROPES OR TWINE FROM BALL. CUT AWAY OR REMOVE BURLAP. IF ROOTBALL BEGINS FALLING APART DURING INSTALLATION OR WHILE REMOVING THE WIRE BASKET, CUT AWAY ONLY HALF OF THE BURLAP.



5 TREE PLANTING IN A PARKING LOT ISLAND
NOT TO SCALE

LANDSCAPE NOTES:

1. CONTRACTOR TO BE RESPONSIBLE FOR LOCATION OF UNDERGROUND UTILITIES PRIOR TO DIGGING OR INSTALLATION OF ANY PLANT MATERIAL. CALL LOCAL JURISDICTION UTILITY LOCATOR PRIOR TO COMMENCING WORK.
2. A 3" DEPTH OF EQUAL-MIX MINERAL TOPSOIL, AGED FINES, AND COMPOSTED COW MANURE SHALL BE ROTO-TILLED TO A DEPTH OF 6-8" IN LANDSCAPE PLANTING BEDS. SOIL MIXES APPROVED AS EQUALS MAY BE UTILIZED AT THE DISCRETION OF LANDSCAPE ARCHITECT OR OWNER'S REPRESENTATIVE.
3. ALL PLANTING BEDS ARE TO BE MULCHED TO A MINIMUM DEPTH OF 3". FREE-STANDING TREES ARE TO BE MULCHED IN A MIN. 5' DIAMETER UNLESS IMPEDED BY SITE HARDSCAPES.
4. IF STAKING OR EARTHEN TREE RINGS ARE TO BE UTILIZED, CONTRACTOR IS RESPONSIBLE TO REMOVE WITHIN 1-YEAR OF INSTALLATION.
5. ALL PLANT MATERIALS ARE TO CONFORM TO THE LATEST EDITION OF THE AMERICAN ASSOCIATION OF NURSERYMAN STANDARDS FOR NURSERY STOCK.
6. SUBSTITUTIONS OF PLANT SPECIES IS DISCOURAGED, UNLESS APPROVAL FROM LANDSCAPE ARCHITECT IS ACQUIRED.
7. WHERE ON-SITE CONDITIONS DO NOT ALLOW THE PLAN TO BE INSTALLED AS DRAWN, THUS REQUIRING SIGNIFICANT ALTERATIONS TO THE PLANS, CONTRACTOR IS TO CONTACT LANDSCAPE ARCHITECT UNLESS OTHERWISE DIRECTED BY OWNER'S REPRESENTATIVE.
8. CONTRACTOR IS RESPONSIBLE FOR WATERING PLANT MATERIAL UNTIL FINAL ACCEPTANCE BY OWNER.
9. LANDSCAPE CONTRACTOR IS TO GUARANTEE ALL PLANT MATERIAL FOR 1-YEAR FROM FINAL ACCEPTANCE OF OWNER. DEAD PLANTS AND PLANTS NOT MEETING MINIMUM STANDARDS AS SET FORTH IN NOTE #5 SHALL BE REPLACED BY CONTRACTOR AT THE EARLIEST TIME SEASONABLE AND PRACTICAL TO PLANT.
10. BURLAP IS TO BE PULLED BACK TO EXPOSE TOP OF ROOTBALL AND THE TOPS OF WIRE BASKETS ARE TO BE CUT OR BENT BACK INTO PLANTING HOLE.
11. TOPS OF ROOTBALLS FOR TREES ARE TO BE PLANTED APPROXIMATELY ONE INCH ABOVE SURROUNDING GRADE.
12. PLANTING HOLES FOR TREES AND SHRUBS NOT IN PLANTING BEDS SHOULD BE APPROXIMATELY TWICE THE DIAMETER OF THE ROOTBALL.
13. BACKFILL MIX SHALL BE A 50-50 MIX OF SUITABLE EXISTING SOIL, AND PLANTING MIX SPECIFIED IN NOTE #2. EXISTING SOIL IS TO BE FREE FROM DELETERIOUS MATERIALS AND STONES GREATER THAN 1/2" DIAMETER.

100% CONSTRUCTION DOCUMENTS

TSW
PLANNING • ARCHITECTURE
LANDSCAPE ARCHITECTURE
Atlanta, GA | Tulsa, OK | Chattanooga, TN
217 E Archer Street, Unit H
Tulsa, Oklahoma 74103
918.922.7620
www.tsw-design.com

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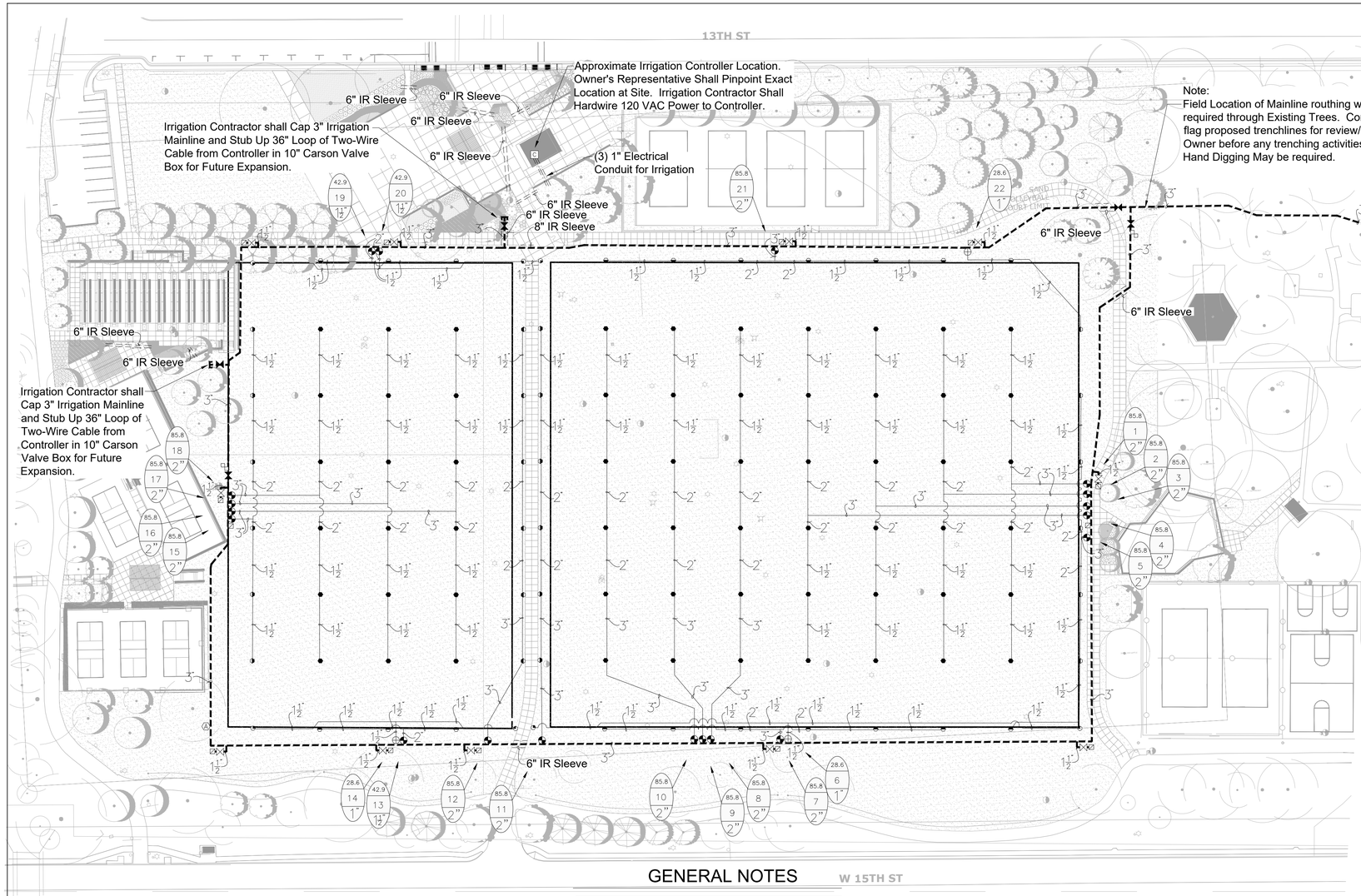
sheet title

LANDSCAPE DETAILS

sheet number

LP-400

\\serverNAS2\PROJECTS\PROJECTS\24013_City of Fayetteville - Walker Park - Phase 1 CDs\CAD\SHEETS\LP-400 - Landscape Details.dwg (LP-400) Plotted on: Jun 19, 2025 - 8:44am by vhall



GENERAL NOTES

1. ALL MAINLINES TO HAVE A MINIMUM OF 18" OF COVER. (CLASS 200 PVC PIPE, CLASS 200 PVC FOR 4" AND LARGER).
2. ALL LATERAL AND SUB-MAIN PIPE TO HAVE A MINIMUM OF 12" OF COVER. (CLASS 200 PVC PIPE).
3. NO ROCKS, BOULDER, OR OTHER EXTRANEOUS MATERIALS TO BE USED IN BACKFILLING OF TRENCH.
4. ALL PIPE TO BE INSTALLED AS PER MANUFACTURERS' SPECIFICATIONS.
5. ALL THREADED JOINTS TO BE COATED WITH TEFLON TAPE OR LIQUID TEFLON.
6. ALL LINES TO BE THOROUGHLY FLUSHED BEFORE INSTALLATION OF SPRINKLER HEADS.
7. SPRINKLER AND RELATED EQUIPMENT TO BE INSTALLED AS PER DETAILS.
8. ALL ELECTRICAL JOINTS TO BE MADE USING WATERPROOF CONNECTIONS AS SHOWN ON DETAILS.
9. ALL EQUIPMENT NOT SPECIFIED IN THE LEGEND SHALL BE DETERMINED AND FURNISHED BY THE CONTRACTOR.
10. NO ELECTRICAL CONNECTIONS SHALL BE MADE IN THE FIELD EXCEPT AT A VALVE CONTROL BOX OR ANOTHER VALVE BOX SPECIFICALLY FOR CONNECTIONS.
11. ANY DISCREPANCY BETWEEN THIS SHEET AND OTHERS IN THIS SET MUST BE REFERRED TO THE IRRIGATION CONSULTANT BY THE CONTRACTOR FOR CLARIFICATION BEFORE PRECEEDING WITH THE WORK.
12. ALL TWO-WIRE CONTROL WIRES SHALL BE #14-2 HUNTER TWO-WIRE CABLE, INSTALLED IN 1" SCH 40 PVC ELECTRICAL CONDUIT (OR APPROVED EQUAL).
13. CONTRACTOR TO BE RESPONSIBLE FOR PROPER COVERAGE OF AREAS TO BE WATERED. I.E. ADJUST HEADS WITH INSUFFICIENT COVERAGE DUE TO BLOCKAGE BY EXISTING OR PROPOSED SITE FEATURES.
14. CONTRACTOR TO REFER TO LANDSCAPE PLAN TO KEEP SPRINKLER EQUIPMENT AND ACCESSORY MATERIAL FROM INTERFERING WITH PROPER PLANTING, i.e. VERIFY ROOT BALL SIZE FOR PLANTING.
15. CONTRACTOR SHALL PROVIDE EXPANSION COILS AT EACH WIRE CONNECTION IN VALVE BOX (WRAP AROUND 3/4" PIPE 12 TIMES).
16. CONTRACTOR TO UTILIZE APPROPRIATE AUTOMATIC DRAIN DEVICE WHERE LOW HEAD DRAINAGE MAY OCCUR.
17. ALL SPRINKLERS TO BE INSTALLED AS DETAILED ON PLANS.
18. CONTRACTOR SHALL UTILIZE VALVE I.D. TAGS ON ALL REMOTE CONTROL VALVES.
19. 24 VOLT WIRE SHALL BE COLOR CODED PER SEPARATE WIRE RUNS.
20. CONTRACTOR SHALL INSTALL MANUFACTURERS' RECOMMENDED GROUNDING EQUIPMENT FOR POWER SUPPLY AND VALVE OUTPUT WITH PAIGE WIRE GROUND PLATE ASSEMBLY.
21. CONTRACTOR SHALL INSTALL MANUFACTURERS' RECOMMENDATION ON FAULT GROUND AND LIGHTNING PROTECTION.
22. CONTROLLER GROUNDING MUST BE AS PER RAIN BIRD WIRE GROUNDING REQUIREMENTS
23. ALL MATERIAL TO BE SUPPLIED BY CONTRACTOR TO OWNER:
    A. TWO WRENCHES FOR DISASSEMBLING AND ADJUSTING EACH TYPE OF SPRINKLER HEADS AND VALVE SUPPLIED.
    B. TWO KEYS FOR EACH OF THE AUTOMATIC CONTROLLERS.
    C. TWO QUICK COUPLER KEYS WITH MATCHING HOSE SWIVELS.
24. SYSTEM IS DIAGRAMMATIC TO IMPROVE CLARITY. ALL MAINLINE PIPING ELECTRIC VALVES AND WIRING ARE TO BE INSTALLED IN LANDSCAPE AREAS AND WITHIN PROPERTY BOUNDARIES. CONTRACTOR SHALL REFERENCE THE LANDSCAPE PLAN PRIOR TO THE INSTALLATION OF PIPING TO AVOID CONTACT WITH PLANT MATERIALS EXISTING OR NEW.
25. CONTRACTOR TO ADD EXTENSION RISER TO POP-UP HEADS WHEN NEEDED FOR PROPER COVERAGE.
26. CONTRACTOR SHALL INSTALL SPRINKLER EQUIPMENT 12" FROM FOUNDATIONS. ALSO INSTALL SPRINKLERS 4" FROM CURB OR WALKS.
27. PRIOR TO BID IRRIGATION CONTRACTOR SHALL VERIFY RIGHT-OF-WAY AND BACKFLOW REQUIREMENTS. NO LATER THAN FIVE DAYS BEFORE BID SUBMITTALS CONTRACTOR SHALL NOTIFY CONSULTANT OF ANY CHANGES FROM PLANS AND SPECIFICATIONS.
28. IRRIGATION CONTRACTOR SHALL PROVIDE THE OWNER AND LANDSCAPE ARCHITECT WITH A REPRODUCIBLE CROSS MEASURED AS-BUILT DRAWING OF THE INSTALLED IRRIGATION SYSTEM IN AUTOCAD 2010 FORMAT BEFORE FINAL ACCEPTANCE.
29. A 1-YEAR WARRANTY PERIOD SHALL BE PROVIDED FOR SYSTEM AFTER SUBSTANTIAL COMPLETION IS ACCEPTED. START UP AND ADJUSTING OF SYSTEM IN SPRING TIME SHALL BE INCLUDED IN WARRANTY.
30. PRIOR TO BID, CONTRACTOR SHALL VERIFY THAT ALL MATERIALS, INSTALLATION PARAMETERS AND OPERATIONS CONFORM TO ALL APPLICABLE CODES AND ORDINANCES. NO LATER THAN FIVE DAYS BEFORE BID SUBMITTALS CONTRACTOR SHALL NOTIFY IRRIGATION CONSULTANT/DESIGNER OF ANY CHANGES REQUIRED DUE TO CURRENT CODE OR ORDINANCE DISCREPANCIES. IF CONTRACTOR DOES NOT COMPLY TO THIS NOTIFICATION, THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL NECESSARY INSTALLATION CHANGE AND REDESIGN COSTS FOR NON-COMPLIANCE.
31. UNLESS OTHERWISE NOTED, THE CONTRACTOR MUST COMPLETE 2 PRESSURE TESTS OF THE IRRIGATION SYSTEM MAINLINE (BOTH TO SHOW NO DROP IN PRESSURE DURING DURATION OF TEST.
    A. 2-HOUR PRESSURE TEST AT 1.5 TIMES THE SYSTEM STATIC PRESSURE
    B. 24-HOUR PRESSURE TEST AT THE SYSTEM STATIC PRESSURE
32. IRRIGATION INSTALLATION CONTRACTOR SHALL PROVIDE OWNER WITH A COLOR-CODED ZONES DIAGRAM PLAN, 8-1/2"X11" LAMINATED SHEET(S), TO IDENTIFY CONTROLLER STATION TO THE CONTROL VALVE NUMBER FOR EACH CONTROLLER. TO BE LOCATED IN ADHESIVE POUCH ATTACHED INSIDE OF CONTROLLER(S).

IRRIGATION LEGEND

- 2" WATER METER, SYSTEM REQUIRES 100 GPM @ 85 PSI. IRRIGATION CONTRACTOR SHALL BE RESPONSIBLE TO VERIFY THE SYSTEM REQUIREMENTS AT SITE BEFORE STARTING CONSTRUCTION.
- MANUAL DRAIN VALVE. SCH 80 PVC TRUE UNION BALL VALVE. DETAIL-E.
- WILKINS 975XL2, 2" REDUCED PRESSURE ASSEMBLY BACKFLOW PREVENTER. DETAIL-F. CONTRACTOR SHALL ALSO INSTALL 75-125 PSI PRESSURE REGULATOR AT RPZ ASSEMBLY.
- WINTERIZATION ASSEMBLY. DETAIL-N.
- C — HUNTER ICC2 CONTROLER WITH EZ-DM DECODER OUPUT MODULE. 54 TOTAL STATIONS, 2-WIRE/DECODER BASED MODULAR CONTROLLER, FOUR PROGRAMS, PLASTIC, WALL MOUNTED. DETAIL-L,M,Q. IRRIGATION CONTRACTOR SHALL ALSO INSTALL A WIRELESS RAIN/FREEZE SENSOR FOR EACH CONTROLLER.
- HUNTER ICV-151G-AS OR HUNTER ICV-201G-AS PLASTIC ELECTRIC REMOTE CONTROL VALVE, 1-1/2" OR 2" SIZE, MOUNTED WITH SCH 80 PVC TRUE UNION BALL VALVE WITH PRESSURE REGULATION DEVICES, MOUNTED WITH HUNTER STATION DECODER (EZ-1). DETAIL-A.
- HUNTER ICV-101G-AS PLASTIC ELECTRIC REMOTE CONTROL VALVE, 1" SIZE, MOUNTED WITH SCH 80 PVC TRUE UNION BALL VALVE WITH PRESSURE REGULATION DEVICES, MOUNTED WITH HUNTERSTATION DECODER (EZ-1). DETAIL-A.
- HUNTER I-25-06-SS, WITH #15 NOZZLE, SPORTS TURF CLOSED CASE ROTOR, FULL CIRCLE ARC, 57' RADIUS @ 14.3 GPM, 60 PSI, RUBBER COVER, STAINLESS STEEL RISER, UTILIZE LASCO 1" UNITIZED SWING JOINTS, DETAIL-B.
- HUNTER I-25-06-SS, WITH #15 NOZZLE, SPORTS TURF CLOSED CASE ROTOR, PART CIRCLE ARC, 57' RADIUS @ 14.3 GPM, 60 PSI, RUBBER COVER, STAINLESS STEEL RISER, UTILIZE LASCO 1" UNITIZED SWING JOINTS, DETAIL-B.
- RAIN BIRD #5 QUICK COUPLING VALVE 1" SIZE. CONTRACTOR TO SUPPLY TWO QCV KEYS AND MATCHING HOSE SWIVELS. DETAIL-J.
- MAINLINE ISOLATION GATE VALVE, DOMESTIC DUCTILE IRON GASKETED, DETAIL-C.
- SCH 80 PVC TRUE UNION BALL VALVE, SIZED SAME AS MAINLINE, MOUNTED IN CARSON VALVE BOX, DETAIL-K.
- A — AIR VENT VALVE, BERMAD #4420, 2" SIZE. INSTALLED AT HIGH POINTS OF THE IRRIGATION SYSTEM. DETAIL-D.
- MAINLINE PIPE: 3" SIZE IF NOT NOTED. CLASS 200 PVC SOLVENT WELD PIPE UTILIZING SCH 40 PVC SOLVENT WELD FITTINGS. THRUST BLOCK AS PER MANUFACTURER'S RECOMMENDATIONS FOR PIPE TYPE, PIPE SIZE, AND LOCAL ENVIRONMENTAL CONDITIONS.
- IRRIGATION SLEEVE: CLASS 200 PVC, SIZE NOTED ON PLAN. DETAIL-H.
- LATERAL LINE PIPE: CLASS 200 PVC SOLVENT WELD PIPE UTILIZING SCH 40 PVC SOLVENT WELD FITTINGS, SIZE NOTED.

NOTES:
1. ALL SPRINKLER TO BE MOUNTED ON MARLEX ELLS OR UNITIZED SWING JOINTS (AS SPECIFIED ON DETAILS).
2. CONTRACTOR TO UTILIZE A AUTOMATIC DRAIN CHECK VALVE DEVICE WHERE LOW HEAD DRAINAGE MAY OCCUR.
3. ALL TWO-WIRE CABLE TO BE MINIMUM SIZE OF 14-2 HUNTER TWO-WIRE CABLE
4. ALL TWO-WIRE CABLE TO BE INSTALLED IN 1" SCH 40 PVC ELECTRICAL CONDUIT.
5. ALL ELECTRICAL CONDUITS OPENINGS TO BE FOAM SEALED.
6. ALL WIRE SPLICES TO BE MADE WITH 3M DBR/Y-6 CONNECTORS MOUNTED IN A MINIMUM OF 10" CARSON VALVE BOX
7. ALL PIPING AND WIRING UNDER HARDTOPS WILL BE IN CLASS 200 PVC PIPE SLEEVE.
8. TWO-WIRE CABLE SURGE ARRESTORS SHALL BE INSTALLED EVERY 300' OR EVERY 6 DECODERS (WHICHEVER IS SHORTER) ALONG TWO-WIRE PATH. LSP-1 SURGE ARRESTORS SHALL ALSO BE INSTALLED AT ALL TERMINAL ENDS OF TWO-WIRE CABLE PATHS (STAR CONFIGURATION). REFER TO DETAIL-P.
9. INSTALLATION CONTRACTOR SHALL ADHERE TO ALL MANUFACTURER SPECIFICATIONS FOR TWO-WIRE CONTROL SYSTEM INSTALLATION (WIRE SIZING, WIRE LENGTH OF RUNS, GROUNDING, ETC).
10. #16 TRACER WIRE TO BE INSTALLED ABOVE ALL MAINLINE, REFER TO DETAILS.

TYPICAL VALVE INDICATOR

28.5 — GALLONS PER MIN.
10 — STATION NUMBER
1½" — VALVE SIZE

100% CONSTRUCTION DOCUMENTS

TSW
PLANNING • ARCHITECTURE
LANDSCAPE ARCHITECTURE
Atlanta, GA | Tulsa, OK | Chattanooga, TN
1447 Peachtree Street NE, Suite 850
Atlanta, Georgia 30309
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north arrow + scale

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contact: AW
drawn by: ICS
checked by: VH & RKK

drawing date

MAY 21, 2025

sheet title

IRRIGATION PLAN

sheet number

IP-1.00

C:\Working\Walker Park\WP-Irr-base_6-2025.dwg (IP-1.00) Plotted on: Jun 17, 2025 - 9:02am by cjune

Bid 25-43 Addendum 4
Kinco Constructors
Supplier Response

Event Information

Number:	Bid 25-43 Addendum 4
Title:	Construction - Walker Park Improvements, Phase 1
Type:	Invitation to Bid
Issue Date:	7/13/2025
Deadline:	8/19/2025 02:00 PM (CT)
Notes:	The City of Fayetteville is accepting sealed bids from properly licensed firms for the construction of Phase 1 improvements to Walker Park. Questions regarding this bid should be addressed to Kenny Fitch, Sr. Procurement Agent at kfitch@fayetteville-ar.gov.

Contact Information

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

Kinco Constructors Information

Address: 3803 Kelley Ave
Springdale, AR 72762
Phone: (479) 751-8606

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

Tyson Reimer
Signature

treimer@kinco.net
Email

Submitted at 8/19/2025 01:47:41 PM (CT)

Supplier Note

Base Bid includes $50,000 allowance for utility company transformers, primary conduits and charges

Requested Attachments

Signature Forms for Bid 25-43 — Bid Submission Form Signed.pdf

Please attach your completed forms. These documents can be found in FILE #01 - Project Manual in the Attachments tab. Please be sure to include ALL required information stated in the Project Manual.

Bid Bond for Bid 25-43 — Bid Bond.pdf

Please attach a signed and completed copy of your bid bond. Bid bonds in the form of a cashier's check shall be delivered to City Hall, Purchasing Division before bid deadline and have a copy of the cashier's check uploaded with submittal.

Response Attachments

Signatory Consent - Aug. 2025.pdf

SIGNATURE FORM

Bid Attributes

1	**Arkansas Secretary of State Filing Number:** 100192097
2	**Arkansas Contractor License Number:** *Contractor's License must have a classification relating to the scope of this project.* 0090280426
3	**Check Yes or No:** Pursuant Arkansas Code Annotated §25-1-503, the Contractor agrees and certifies that they do not currently boycott Israel and will not boycott Israel during any time in which they are entering into, or while in contract, with any public entity as defined in §25-1-503. If at any time during contract the contractor decides to boycott Israel, the contractor must notify the contracted public entity in writing. ☑ Yes, I agree ☐ No, I don't agree

4 **Check Yes or No:**

Pursuant Arkansas Code Annotated §25-1-1002, the Contractor agrees and certifies that they do not currently boycott Energy,
Fossil Fuel, Firearms, and Ammunition Industries during any time in which they are entering into, or while in contract, with any
public entity as defined in §25-1-1002. If at any time during the contract the contractor decides to boycott Energy, Fossil Fuel,
Firearms, and/or Ammunition Industries, the contractor must notify the contracted public entity in writing.

☑ Yes, I agree

☐ No, I don't agree

5 **Addendum Acknowledgement:**

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

☑ I agree

Bid Lines

1 **Package Header**

Full Scope

Quantity: 1 UOM: EA Total: $4,930,619.86

Package Items

1.1 Bonds and Insurance

Quantity: 1 UOM: LS Price: $63,430.00 Total: $63,430.00

1.2 Mobilization (No more than 5% of bid, excluding Bonds and Insurance and Trench and Excavation Safety)

Quantity: 1 UOM: LS Price: $32,848.00 Total: $32,848.00

1.3 Site Layout

Quantity: 1 UOM: LS Price: $5,421.00 Total: $5,421.00

1.4 Demolition East Side of Creek (Except Tennis Court Demo, Batting Cadge Demo, or HC Demo at Bridge)

Quantity: 1 UOM: LS Price: $140,958.00 Total: $140,958.00

1.5 Site Grading

Quantity: 1 UOM: LS Price: $113,851.00 Total: $113,851.00

1.6 Trench and Excavation Safety

Quantity: 1 UOM: LS Price: $2,981.00 Total: $2,981.00

1.7 Tree Protection Fencing

Quantity: 4814 UOM: LF Price: $5.42 Total: $26,091.88

1.8 Razorback Greenway Fencing

Quantity: 500 UOM: LF Price: $81.30 Total: $40,650.00

1.9 Demolition NW Side of Creek

Quantity: 1 UOM: LS Price: $11,111.00 Total: $11,111.00

1.10 12'x18' Pavilions - NW Side of Creek

Quantity: 2 UOM: EA Price: $35,896.00 Total: $71,792.00

1.11 Pedestrian Concrete (4") - NW Side of Creek

Quantity: 4200 UOM: SF Price: $10.94 Total: $45,948.00

1.12 Vehicle Concrete (6") - NW Side of Creek

Quantity: 2783 UOM: SF Price: $13.15 Total: $36,596.45

1.13 New Concrete Curb - NW Side of Creek

Quantity: 200 UOM: LF Price: $19.67 Total: $3,934.00

1.14 Demolition HC Parking & Bridge Wks

Quantity: 1 UOM: LS Price: $6,265.00 Total: $6,265.00

1.15 Pedestrian Concrete (4") - HC Parking and Bridge Walks

Quantity: 1340 UOM: SF Price: $10.95 Total: $14,673.00

1.16 Vehicle Concrete (6") - HC Parking and Bridge Walks

Quantity: 860 UOM: SF Price: $12.16 Total: $10,457.60

1.17 Stripping/Signage - HC Parking and Bridge Walks

Quantity: 1 UOM: LS Price: $2,818.00 Total: $2,818.00

1.18 Pedestrian Concrete (4") – Existing Parking Renovations

Quantity: 785 UOM: SF Price: $10.95 Total: $8,595.75

1.19 New Curb – Existing Parking Renovations

Quantity: 72 UOM: LF Price: $27.10 Total: $1,951.20

1.20 Asphalt patching / misc. – Existing Parking Renovations

Quantity: 1 UOM: LS Price: $39,024.00 Total: $39,024.00

1.21 Striping - Parking Lines – Existing Parking Renovations

Quantity: 1 UOM: LS Price: $2,968.00 Total: $2,968.00

1.22 4" Conc Scooter Parking Slab – Existing Parking Renovations

Quantity: 80 UOM: SF Price: $10.95 Total: $876.00

1.23 Horseshoes Perimeter 42" Fence

Quantity: 160 UOM: LF Price: $54.20 Total: $8,672.00

1.24 Horseshoes Artificial Turf

Quantity: 3875 UOM: SF Price: $17.84 Total: $69,130.00

1.25 Horseshoes Stairs (2x)

Quantity: 2 UOM: EA Price: $14,176.00 Total: $28,352.00

1.26 Horseshoe Pits and backstops

Quantity: 20 UOM: EA Price: $902.00 Total: $18,040.00

1.27 Horseshoes Entry Ramp (north)

Quantity: 1 UOM: LS Price: $5,420.00 Total: $5,420.00

1.28 20'x24' Pavilions – NW Side of Creek

Quantity: 2 UOM: LS Price: $65,660.00 Total: $131,320.00

1.29 Pickleball Courts A&B

Quantity: 6500 UOM: SF Price: $9.83 Total: $63,895.00

1.30 Pickleball Courts A&B Fencing

Quantity: 360 UOM: LF Price: $54.20 Total: $19,512.00

1.31 Pickleball Court C

Quantity: 2200 UOM: SF Price: $8.54 Total: $18,788.00

1.32 Pickleball Court C Fencing

Quantity: 200 UOM: LF Price: $54.20 Total: $10,840.00

1.33 Convert Batting Cage to Pickleball

Quantity: 1 UOM: LS Price: $56,230.00 Total: $56,230.00

1.34 Pickleball Stairs

Quantity: 1 UOM: EA Price: $4,029.00 Total: $4,029.00

1.35 Pedestrian Concrete (4”) – Horseshoes and Pickleball Area

Quantity: 10650 UOM: SF Price: $10.95 Total: $116,617.50

1.36 Cobble Border – Horseshoes and Pickleball Area

Quantity: 710 UOM: SF Price: $4.61 Total: $3,273.10

1.37 Concrete Walls – Horseshoes and Pickleball Area

Quantity: 545 UOM: LF Price: $49.43 Total: $26,939.35

1.38 Instructional signage – Horseshoes and Pickleball Area

Quantity: 1 UOM: LS Price: $3,252.00 Total: $3,252.00

1.39 Under Drainage – Horseshoes and Pickleball Area

Quantity: 1 UOM: LS Price: $40,995.00 Total: $40,995.00

1.40 20'x24' Pavilion – Large Plaza Area

Quantity: 1 UOM: LS Price: $69,381.00 Total: $69,381.00

1.41 Pedestrian Concrete (4") – Large Plaza Area

Quantity: 10920 UOM: SF Price: $10.95 Total: $119,574.00

1.42 Vehicular Concrete (6") – Large Plaza Area

Quantity: 5130 UOM: SF Price: $13.15 Total: $67,459.50

1.43 Concrete Staining – Large Plaza Area

Quantity: 8355 UOM: SF Price: $5.42 Total: $45,284.10

1.44 Seating Walls – Large Plaza Area

Quantity: 205 UOM: LF Price: $162.66 Total: $33,345.30

1.45 Boccie Courts

Quantity: 2 UOM: EA Price: $15,665.00 Total: $31,330.00

1.46 Corn Hole Courts

Quantity: 2 UOM: EA Price: $10,443.00 Total: $20,886.00

1.47 Excavation and Haul Off Dirt – Sand Volleyball

Quantity: 800 UOM: CY Price: $41.21 Total: $32,968.00

1.48 Volleyball Sand

Quantity: 700 UOM: TON Price: $113.76 Total: $79,632.00

1.49 Net and Posts – Sand Volleyball

Quantity: 4 UOM: EA Price: $3,749.31 Total: $14,997.24

1.50 Flush Curb Containment – Sand Volleyball

Quantity: 500 UOM: LF Price: $27.11 Total: $13,555.00

1.51 4' Conc with 48" Fence – Sand Volleyball

Quantity: 193.5 UOM: LF Price: $103.67 Total: $20,060.15

1.52 North 96" Fencing – Sand Volleyball

Quantity: 193.5 UOM: LF Price: $75.91 Total: $14,688.59

1.53 Foot Spray – Sand Volleyball

Quantity: 1 UOM: LS Price: $4,427.00 Total: $4,427.00

1.54 Under Drainage - Sand Volleyball

Quantity: 345 UOM: LF Price: $37.77 Total: $13,030.65

1.55 Vehicular Concrete (6") – Loop Walk

Quantity: 6415 UOM: SF Price: $13.15 Total: $84,357.25

1.56 Pedestrian Concrete (4") – Loop Walk

Quantity: 9320 UOM: SF Price: $10.95 Total: $102,054.00

1.57 Sand for Soil Enhancement – Sports Fields

Quantity: 1100 UOM: CY Price: $65.06 Total: $71,566.00

1.58 Tahoma Bermuda Turf – Sports Fields

Quantity: 33604.1111 UOM: SY Price: $8.34 Total: $280,258.29

1.59 Irrigation – Sports Fields

Quantity: 1 UOM: LS Price: $88,271.00 Total: $88,271.00

1.60 Hose bib & Box – Sports Fields

Quantity: 12 UOM: EA Price: $540.79 Total: $6,489.48

1.61 Hose bib Pipe (3/4" CL200 PVC) – Sports Fields

Quantity: 2555 UOM: LF Price: $2.10 Total: $5,365.50

1.62 MP Fields French Drains

Quantity: 5900 UOM: LF Price: $24.78 Total: $146,202.00

1.63 18" Pipe – Sports Fields

Quantity: 1450 UOM: LF Price: $61.05 Total: $88,522.50

1.64 24" Pipe – Sports Fields

Quantity: 530 UOM: LF Price: $77.06 Total: $40,841.80

1.65 Catch Basin – Sports Fields

Quantity: 23 UOM: Each Price: $6,143.00 Total: $141,289.00

1.66 Backstops w Mow strip – Sports Fields

Quantity: 3 UOM: Each Price: $9,977.22 Total: $29,931.66

1.67 Playground Curb

Quantity: 250 UOM: LF Price: $27.11 Total: $6,777.50

1.68 Pedestrian Concrete (4") – Playground

Quantity: 995 UOM: SF Price: $10.95 Total: $10,895.25

1.69 Play Equipment

Quantity: 1 UOM: LS Price: $149,964.00 Total: $149,964.00

1.70 Play Equipment Installation

Quantity: 1 UOM: LS Price: $42,113.00 Total: $42,113.00

1.71 Bonded Rubber Mulch Surfacing – Playground

Quantity: 3680 UOM: SF Price: $48.70 Total: $179,216.00

1.72 ***Line deleted as part of an Addendum***

1.73 Fence and Court Edge Demolition – Post Tension Tennis Courts

Quantity: 1 UOM: LS Price: $5,720.00 Total: $5,720.00

1.74 Post Tension 5" Slab/Resurfacing – Post Tension Tennis Courts

Quantity: 13813 UOM: SF Price: $2.71 Total: $37,433.23

1.75 New 8' Fencing – Post Tension Tennis Courts

Quantity: 455 UOM: LF Price: $70.48 Total: $32,068.40

1.76 Concrete Connector at Basketball

Quantity: 138 UOM: SF Price: $10.95 Total: $1,511.10

1.77 Lighting and Electrical – Multipurpose Sports Fields

Quantity: 1 UOM: LS Price: $509,006.00 Total: $509,006.00

1.78 Lighting and Electrical – Sand Volleyball

Quantity: 1 UOM: LS Price: $81,020.00 Total: $81,020.00

1.79 Lighting and Electrical – Large Plaza, Hshoes & Pickleball

Quantity: 1 UOM: LS Price: $294,827.00 Total: $294,827.00

1.80 Lighting and Electrical – West Side of Creek

Quantity: 1 UOM: LS Price: $47,385.00 Total: $47,385.00

1.81 Overstory Trees

Quantity: 78 UOM: Each Price: $650.06 Total: $50,704.68

1.82 Understory Trees

Quantity: 49 UOM: Each Price: $487.46 Total: $23,885.54

1.83 Shrub Three Gallon

Quantity: 261 UOM: Each Price: $56.70 Total: $14,798.70

1.84 Shrub One Gallon

Quantity: 501 UOM: Each Price: $24.01 Total: $12,029.01

1.85 Perennials 4" Pots

Quantity: 95 UOM: Each Price: $20.59 Total: $1,956.05

1.86 6" Planning Bed Soil

Quantity: 17635 UOM: SF Price: $1.25 Total: $22,043.75

1.87 Grass Seed- Plain Bermuda

Quantity: 5000 UOM: CY Price: $1.82 Total: $9,100.00

1.88 Grass Sod - Tahoma

Quantity: 3800 UOM: SF Price: $4.61 Total: $17,518.00

1.89 Landscape Boulders (1-3 ton)

Quantity: 17 UOM: Each Price: $262.42 Total: $4,461.14

1.90 Trash Receptacles

Quantity: 10 UOM: Each Price: $1,589.01 Total: $15,890.10

1.91 2 Person Table - Surface Mount

Quantity: 5 UOM: Each Price: $2,360.10 Total: $11,800.50

1.92 3 Person Table - Surface Mount

Quantity: 11 UOM: Each Price: $2,660.66 Total: $29,267.26

1.93 4 Person Table - Surface Mount

Quantity: 16 UOM: Each Price: $3,123.11 Total: $49,969.76

1.94 Café Table & 4 Chairs

Quantity: 9 UOM: Each Price: $3,396.46 Total: $30,568.14

1.95 Bench

Quantity: 23 UOM: Each Price: $2,966.46 Total: $68,228.58

1.96 Bike Rack

Quantity: 23 UOM: Each Price: $461.87 Total: $10,623.01

1.97 Concrete Cornhole Set

Quantity: 4 UOM: Each Price: $2,072.13 Total: $8,288.52

1.98 Ping Pong Table

Quantity: 3 UOM: Each Price: $4,506.88 Total: $13,520.64

1.99 General Erosion Control

Quantity: 1 UOM: Lump Sum Price: $27,650.17 Total: $27,650.17

1.100 Site Protective Measures

Quantity: 1 UOM: LS Price: $18,960.00 Total: $18,960.00

1.101 Topsoil

Quantity: 1 UOM: LS Price: $117,107.00 Total: $117,107.00

2 Package Header

Deductive Alternate #1 West of Creek Scope and Site-Wide Adjustments

Quantity: 1 UOM: EA Total: $-92,899.50

Package Items

2.1 Demo for HC Parking & Bridge Wks

Quantity: 1 UOM: LS Price: $-6,267.00 Total: $-6,267.00

2.2 Pedestrian Concrete (4") – HC Parking and Bridge Walks

Quantity: 1340 UOM: SF Price: $-10.95 Total: $-14,673.00

2.3 Vehicle Concrete (6") – HC Parking and Bridge Walks

Quantity: 860 UOM: SF Price: $-13.15 Total: $-11,309.00

2.4 Stripping/Signage – HC Parking and Bridge Walks

Quantity: 1 UOM: LS Price: $-1,410.00 Total: $-1,410.00

2.5 Hose bib & Box – Sports Fields

Quantity: 12 UOM: EA Price: $-541.00 Total: $-6,492.00

2.6 Hose bib Pipe (3/4" CL200 PVC) – Sports Fields

Quantity: 2555 UOM: LF Price: $-2.10 Total: $-5,365.50

2.7 Lighting and Electrical – West Side of Creek

Quantity: 1 UOM: LS Price: $-47,383.00 Total: $-47,383.00

3 Package Header

Deductive Alternate #2 Recreational Area Modifications

Quantity: 1 UOM: EA Total: $-140,536.10

Package Items

3.1 Convert Batting Cage to Pickleball

Quantity: 1 UOM: LS Price: $-56,245.00 Total: $-56,245.00

3.2 Cobble Border – Horseshoes and Pickleball Area

Quantity: 710 UOM: SF Price: $-4.61 Total: $-3,273.10

3.3 Lighting and Electrical – Sand Volleyball

Quantity: 1 UOM: LS Price: $-81,018.00 Total: $-81,018.00

4 Package Header

Deductive Alternate #3 Pavilion and Pickleball Court C Scope

Quantity: 1 UOM: EA Total: $-135,670.10

Package Items

4.1 20'x24' Pavilion – NW Side of Creek

Quantity: 1 UOM: LS Price: $-69,402.00 Total: $-69,402.00

4.2 Pickleball Court C

Quantity: 2200 UOM: SF Price: $-4.61 Total: $-10,142.00

4.3 Pickleball Court C Fencing

Quantity: 200 UOM: LF Price: $-54.21 Total: $-10,842.00

4.4 Concrete Staining – Large Plaza Area

Quantity: 8355 UOM: SF Price: $-5.42 Total: $-45,284.10

5 *Line deleted as part of an Addendum*

Response Total: $4,561,514.16

SECTION 004100
BID FORM

BID NUMBER: 25 - 43, CONSTRUCTION – WALKER PARK IMPROVEMENTS, PHASE 1.

BID TO:

OWNER: **CITY OF FAYETTEVILLE, ARKANSAS**
113 WEST MOUNTAIN STREET
FAYETTEVILLE, ARKANSAS 72701

BID FROM:

BIDDER: _____

Kinco Constructors

3803 Kelley Ave

Springdale, AR 72762

ARTICLE 1 - INTENT

11.01 THE UNDERSIGNED BIDDER PROPOSES AND AGREES, IF THIS BID IS ACCEPTED, TO ENTER INTO AN AGREEMENT WITH OWNER IN THE FORM INCLUDED IN THE CONTRACT DOCUMENTS TO PERFORM AND FURNISH ALL WORK AS SPECIFIED OR INDICATED IN THE CONTRACT DOCUMENTS FOR THE BID PRICE AND WITHIN THE BID TIME INDICATED IN THIS BID AND IN ACCORDANCE WITH THE OTHER TERMS AND CONDITIONS OF THE CONTRACT DOCUMENTS.

ARTICLE 2 - TERMS AND CONDITIONS

12.01 BIDDER ACCEPTS ALL TERMS AND CONDITIONS OF THE INVITATION TO BID AND INSTRUCTIONS TO BIDDERS, INCLUDING WITHOUT LIMITATION THOSE DEALING WITH THE DISPOSITION OF BID SECURITY. THIS BID WILL REMAIN SUBJECT TO ACCEPTANCE FOR 90 DAYS AFTER THE DAY OF BID OPENING. BIDDER WILL SIGN AND DELIVER THE REQUIRED NUMBER OF COUNTERPARTS OF THE AGREEMENT WITH THE BONDS AND OTHER DOCUMENTS REQUIRED BY THE BIDDING REQUIREMENTS WITHIN 15 DAYS AFTER THE DATE OF OWNER'S NOTICE OF AWARD.

ARTICLE 3 - BIDDER'S REPRESENTATIONS

13.01 IN SUBMITTING THIS BID, BIDDER REPRESENTS, AS MORE FULLY SET FORTH IN THE AGREEMENT, THAT:

A. Bidder has examined and carefully studied the Bid Documents, and the following Addenda, receipt of all which is hereby acknowledged:

Number	Date
Addendum 1	July 29th, 2025
Addendum 2	August 7th, 2025
Addendum 3	August 11th, 2025
Addendum 4	August 15, 2025

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, performance, and furnishing of the Work.

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

D. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to Work for which this Bid is submitted as indicated in the Contract Documents.

E. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports, and drawings identified in the Contract Documents, and all

additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

F. Bidder has given Purchasing Division written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Contract Documents, and the written resolution thereof by Purchasing Division is acceptable to Bidder.

G. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.

H. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham bid; Bidder has not solicited or induced any person, firm, or a corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over Owner.

I. Upon receipt of written notice of acceptance of this bid, bidder will execute the formal contract attached within 10 days and deliver a Surety Bond or Bonds as required by the General Conditions.

J. The bid security attached in the sum of $ 5% of total bid is to become the property of the Owner in the event the contract and bond are not executed within the time set forth above, as liquidated damages for the delay and additional expense to the Owner caused thereby.

ARTICLE 4 - CONTRACT TIMES

14.01 BIDDER AGREES THAT THE WORK WILL BE SUBSTANTIALLY COMPLETED AND COMPLETED AND READY FOR FINAL PAYMENT 310 CONSECUTIVE CALENDAR DAYS FROM THE DATE ESTABLISHED IN A WRITTEN NOTICE TO PROCEED. TOTAL COMPLETION SHALL BE 340 CONSECUTIVE CALENDAR DAYS FROM THE DATE ESTABLISHED IN A WRITTEN NOTICE TO PROCEED. THE BIDDER AGREES TO PAY LIQUIDATED DAMAGES FOR EACH CONSECUTIVE CALENDAR DAY THEREAFTER THE TOTAL COMPLETION TIME.

14.02 BIDDER ACCEPTS THE PROVISIONS AS TO LIQUIDATED DAMAGES IN THE EVENT OF FAILURE TO COMPLETE THE WORK WITHIN THE TOTAL COMPLETION TIME. LIQUIDATED DAMAGES IN THE SUM OF $ 450 FOR EACH CONSECUTIVE CALENDAR DAY THEREAFTER WILL BE ASSESSED.

14.03 DETERMINATION OF CONTRACT TIME.

A. **(a) General.** The time allowed for the completion of the Work included in the Contract will be stated in the

B. Proposal and Contract and will be known as the "Contract Time". The contract time will be specified as

C. calendar days.

D. The Contractor shall take into consideration all normal conditions considered unfavorable to the normal

E. progress of the Work and place a sufficient work force and equipment on the project to ensure completion of

F. the Work within the contract time.

G. The Park Planning Superintendent will determine the date upon which the Contract is substantially complete

H. and time assessment will cease. In the event cleanup is necessary or items found at the final inspection are to

I. be corrected, the Contractor shall complete this work in a timely manner or the Park Planning will

J. resume time charges.

K. (b) Calendar Day. Calendar day contract time includes delays for normal weather-related events, such as rain,

L. snow, and freezing temperatures that may affect the progress of the construction in the following amounts on a

M. per-month basis as hereinafter set out. Only weather-related delays in excess of these amounts will be

N. considered for time extensions, if requested by the Contractor. Days Included in Contract Times for Normal

O. Weather-Related Events, on a monthly basis, are:

Month	Days
January	11
February	9
March	8
April	8
May	8
June	8
July	7
August	7
September	7
October	7
November	7
December	8

5.04 NO CHANGES IN CONTRACT TIMES WILL BE ALLOWED FOR ANY REASON WITHOUT A REQUEST IN WRITING FROM THE CONTRACTOR.

A. This request shall include reasons for the request with supporting documentation as proof of extraordinary

B. delays beyond the contractor's control. Normal rainfall amounts and soil conditions will not be considered as

C. reasons for extensions of time, nor will workload of the Contractor. The request must be submitted to the Park

D. Planning Superintendent every week on Friday to be considered. No compensation will be made for monetary

E. damages due to weather delay(s).

ARTICLE 5 – TERMINOLOGY

16.01 6.01 THE TERMS USED IN THIS BID WHICH ARE DEFINED IN THE GENERAL CONDITIONS OR INSTRUCTIONS TO BIDDERS WILL HAVE THE MEANINGS ASSIGNED TO THEM.

A. SUBMITTED on August 19th, 20 25.

B. Arkansas State Contractor License No. 0090280426

IF BIDDER IS:

AN INDIVIDUAL

18.01 NAME (TYPE OR PRINTED): _____

18.02 BY: _____ **(SEAL)**

A. (Individual's Signature)

DOING BUSINESS AS: _____

BUSINESS ADDRESS: _____

_____

PHONE NO.: _____ **FAX NO.:** _____

TAX ID NO.: _____ **UEI NO.:** _____

A PARTNERSHIP

24.01 PARTNERSHIP NAME: Kinco Constructors **(SEAL)**

24.02 BY: Marc Dillard

A. (Signature of general partner – attach evidence of authority to sign)

NAME (TYPE OR PRINTED): Marc Dillard

BUSINESS ADDRESS: 3803 Kelley Ave, Springdale AR 72762

_____

PHONE NO.: 479-751-8606 **FAX NO.:** 479-751-5659

TAX ID NO.: 71-0848789 **UEI NO.:** FX15X9J8LET3

A CORPORATION

A. Corporation Name: _____ (SEAL)

30.02 STATE OF INCORPORATION: _____

30.03 TYPE (GENERAL BUSINESS, PROFESSIONAL, SERVICE, LIMITED LIABILITY): _____

30.04 _____

30.05 BY: _____

A. (Signature – attach evidence of authority to sign)

30.06 NAME (TYPE OR PRINTED): _____

30.07 TITLE: _____

A. (CORPORATE SEAL)

30.08 ATTEST: _____

A. (Signature of Corporate Secretary)

B. Business address: _____

C. _____

30.09 PHONE NO.: _____ **FAX NO.:** _____

30.10 TAX ID NO.: _____ **UEI NO.:** _____

END OF SECTION

SECTION 004101
LIST OF SUBCONTRACTORS

IN COMPLIANCE WITH THE INSTRUCTIONS TO BIDDERS AND OTHER CONTRACT DOCUMENTS, THE UNDERSIGNED SUBMITS THE FOLLOWING NAMES OF SUBCONTRACTORS TO BE USED IN PERFORMING THE WORK FOR:

BID 25 - 43, CONSTRUCTION – WALKER PARK IMPROVEMENTS, PHASE 1.

BIDDER CERTIFIES THAT ALL SUBCONTRACTORS LISTED ARE ELIGIBLE TO PERFORM THE WORK.

SUBCONTRACTOR'S WORK	SUBCONTRACTOR'S NAME AND ADDRESS	EXPECTED PERCENTAGE OR VALUE
CLEARING/DEMOLITION	Construction Solutions 1280 W Sunchase Fayetteville AR 72701	16%
MECHANICAL	N/A	
PLUMBING	Custom Lawn Care 4551 East Monitor Road Springdale AR 72764	1%
ELECTRICAL	Hill Electric 13316 Rheas Mill RD Farmington AR 72730	17%
ROOFING/SHEET METAL	N/A	
OTHER (DESIGNATE)		

NOTE: THIS FORM MUST BE SUBMITTED IN ACCORDANCE WITH THE INSTRUCTIONS TO BIDDERS.

Marc Wills

BIDDER'S SIGNATURE

END OF SECTION

SECTION 004102
CONTRACTOR REFERENCES

THE FOLLOWING INFORMATION IS REQUIRED FROM ALL BIDDERS SO ALL BIDS MAY BE REVIEWED AND PROPERLY EVALUATED:

COMPANY NAME: Kinco Constructors

NUMBER OF YEARS IN BUSINESS: 52 **HOW LONG IN PRESENT LOCATION:** 34

TOTAL NUMBER OF CURRENT EMPLOYEES: 140 **FULL TIME** _____ **PART TIME**

NUMBER OF EMPLOYEES PLANNED FOR THIS CONTRACT: 1 **FULL TIME** 2 **PART TIME**

PLEASE LIST FOUR (4) REFERENCES THAT YOU HAVE PREVIOUSLY PERFORMED SIMILAR CONTRACT SERVICES FOR WITHIN THE PAST FIVE (5) YEARS (ALL FIELDS MUST BE COMPLETED):

1. Farmington School District	2. University of Arkansas
COMPANY NAME	COMPANY NAME
42 S Double Springs , Farmington AR 72730	521 S Razorback Rd, Fayetteville AR 72701
CITY, STATE, ZIP	CITY, STATE, ZIP
Jon Laffoon	Kristen Knight
CONTACT PERSON	CONTACT PERSON
479-266-1800	479-445-9653
TELEPHONE	TELEPHONE
2025	2025
DATE COMPLETED	DATE COMPLETED
jlaffoon@farmcards.org	KristenK@uark.edu
E-MAIL ADDRESS	E-MAIL ADDRESS
3. University of the Ozarks	4. Historic Cane Hill
COMPANY NAME	COMPANY NAME
415 N College, Clarksville AR 72830	PO Box 83 Canehill, AR 72717
CITY, STATE, ZIP	CITY, STATE, ZIP
Richard Dunsworth	Vanessa McKuin
CONTACT PERSON	CONTACT PERSON
479-979-1000	479-824-4455
TELEPHONE	TELEPHONE
2025	2025
DATE COMPLETED	DATE COMPLETED
Rdunsworth@ozarks.edu	Vanessa@historiccanehill.org
E-MAIL ADDRESS	E-MAIL ADDRESS

END OF SECTION

Docusign Envelope ID: 0586DEBD-CADE-444B-BEA3-DCC47B3CA2EE

CONSENT MEMORANDUM OF ADOPTION OF RESOLUTION BY THE MEMBERS OF KINCO CONSTRUCTORS, LLC

This Consent Memorandum is adopted by the Members of KINCO CONSTRUCTORS, LLC, an Arkansas limited liability company (the "Company"), effective the 18th day of August 2025. The persons signing this Consent Memorandum represent and warrant that they are all of the members of the Company and by their signatures hereto waive all notice of any meeting and give their unanimous consent to the following business transactions:

RESOLVED, that the following persons are each hereby appointed as Authorized Signatories (individually, "Authorized Signatory") for the Company until such time as his authorization is revoked in writing by a majority in interest of the Members:

- Doug Wasson
- Marc Dillard
- William Fletcher
- Clay Gordon

FURTHER RESOLVED, that any Authorized Signatory may be added as signatory on any checking, savings, or other monetary accounts of the Company and place to the credit of the account of this Company funds, drafts, checks, and other like obligations endorsed with the name of the Company, either by rubber stamp, facsimile, mechanical, manual, or other signature; and

FURTHER RESOLVED, that any Authorized Signatory is authorized to execute any contracts, agreements, bid forms, or other documents deemed necessary in the name of the Company to carry out the regular business of the Company.

MEMBERS:

Signed by:
Doug Wasson
D4CA2F1C4E76412...
DOUG WASSON

Signed by:
Marc Dillard
6E507C9E802945B...
MARC DILLARD

DocuSigned by:
William Fletcher
1BD97622A6F2406...
WILLIAM FLETCHER

Signed by:
Clay Gordon
050B26080B084E1...
CLAY GORDON

SECTION 004103
BID BOND

KNOW ALL MEN BY THESE PRESENTS: THAT WE

Kinco Constuctors, LLC

12600 Lawson Road

Little Rock, AR 72110

AS PRINCIPAL, HEREINAFTER CALLED THE PRINCIPAL, AND

Travelers Casualty and Surety Company of America

One Tower Square

Hartford, CT 06183

A CORPORATION DULY ORGANIZED UNDER THE LAWS OF THE STATE OF Connecticut **AS SURETY, HEREINAFTER CALLED SURETY, ARE HELD AND FIRMLY BOUND UNTO**

CITY OF FAYETTEVILLE, ARKANSAS
113 WEST MOUNTAIN STREET
FAYETTEVILLE, ARKANSAS 72701

AS OBLIGEE, HEREINAFTER CALLED OWNER, IN THE SUM OF Five Percent of Amount of Bid **DOLLARS ($** 5% of Bid **), FOR THE PAYMENT OF WHICH SUM, WELL AND TRULY TO BE MADE, PRINCIPAL AND SAID SURETY, BIND OURSELVES, OUR HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS AND ASSIGNS, JOINTLY AND SEVERALLY, FIRMLY BY THESE PRESENTS.**

WHEREAS, PRINCIPAL HAS SUBMITTED A BID FOR:

BID 25 - 43, CONSTRUCTION – WALKER PARK IMPROVEMENTS, PHASE 1.

NOW, THEREFORE, IF THE OWNER SHALL ACCEPT THE BID OF PRINCIPAL AND THE PRINCIPAL SHALL ENTER INTO A CONTRACT WITH THE OWNER IN ACCORDANCE WITH THE TERMS OF SUCH BID, AND GIVE SUCH BOND OR BONDS AS MAY BE SPECIFIED IN THE BIDDING OR CONTRACT DOCUMENTS WITH GOOD AND SUFFICIENT SURETY FOR THE FAITHFUL PERFORMANCE OF SUCH CONTRACT AND FOR THE PROMPT PAYMENT OF LABOR AND MATERIAL FURNISHED IN THE PROSECUTION THEREOF, OR IN THE EVENT OF THE FAILURE OF PRINCIPAL TO ENTER SUCH CONTRACT AND GIVE SUCH BOND OR BONDS, IF THE PRINCIPAL SHALL PAY TO THE OWNER THE DIFFERENCE NOT TO EXCEED THE PENALTY HEREOF BETWEEN THE AMOUNT SPECIFIED IN SAID BID AND SUCH LARGER AMOUNT FOR WHICH THE OWNER MAY IN GOOD FAITH CONTRACT WITH ANOTHER PARTY TO PERFORM THE WORK COVERED BY SAID BID, THEN THIS OBLIGATION SHALL BE NULL AND VOID, OTHERWISE TO REMAIN IN FULL FORCE AND EFFECT.

SIGNED AND SEALED THIS 14th **DAY OF** August **20** 25**.**

PRINCIPAL (CORPORATE SEAL)

Kinco Constructors, LLC

BY Troy Rue

SURETY

Travelers Casualty and Surety Company of America

BY Heather Hicks

Heather Hicks, Attorney-in-Fact

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
HARTFORD, CONN.

ATTORNEY-IN-FACT (CORPORATE SEAL)

_____

_____

(THIS BOND SHALL BE ACCOMPANIED WITH
ATTORNEY-IN-FACT'S AUTHORITY FROM SURETY)

END OF SECTION

TRAVELERS

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **HEATHER HICKS** of **LITTLE ROCK** , **Arkansas** , their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April, 2021**.

State of Connecticut

City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

On this the **21st** day of **April, 2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2026**

_____
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **14th** day of **August** , **2025** .

_____
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2025-1667

MEETING OF SEPTEMBER 16, 2025

TO: Mayor Rawn and City Council

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

FROM: Jared Rabren, Airport Director

SUBJECT: **Airport Office Lease - EAS Flight Training**

RECOMMENDATION:
The Aviation Division requests a resolution to approve and allow the Mayor to sign a lease agreement between the City of Fayetteville and Elite Aircraft Services LLC, DBA: EAS Flight Training for approximately 1,128 square feet of office space in the Terminal Building located at 4500 S School Ave, pursuant to RFP 25-12. This is a three-year lease agreement.

BACKGROUND:
Earlier this year, the Aviation Division relocated from their offices on the east side of the terminal building. Due to multiple interested parties, an RFP was created for the former Aviation Division offices. This lease represents one of two parties that are being jointly awarded a portion of those offices.

DISCUSSION:
EAS Flight Training is currently a tenant of Drake Field. They offer flight training to the public with a fleet of aircraft stationed across multiple airports. To meet growing demand, they are in need of a larger office space.

BUDGET/STAFF IMPACT:
EAS will pay $1,200 per month for approximately 1,128 square feet of office space. The lease includes a yearly adjustment, reflected as $1,300 for year two and $1,400 for year three.

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

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

File #: 2025-1667

A RESOLUTION TO APPROVE A THREE-YEAR LEASE AGREEMENT WITH ELITE AIRCRAFT SERVICES LLC, D/B/A EAS FLIGHT TRAINING FOR APPROXIMATELY 1,128 SQUARE FEET OF OFFICE SPACE IN THE AIRPORT TERMINAL BUILDING FOR $1,200.00 PER MONTH FOR THE FIRST YEAR

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves a three-year lease agreement with Elite Aircraft Services LLC, d/b/a EAS Flight Training for approximately 1,128 square feet of office space in the airport terminal building for $1,200.00 per month for the first year, $1,300.00 for year two and $1,400.00 for year three.

City of Fayetteville Staff Review Form

2025-1667

Item ID

9/16/2025

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

Jared Rabren	8/25/2025	AIRPORT SERVICES (760)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

The Aviation Division requests a resolution to approve and allow the Mayor to sign a lease agreement between the City of Fayetteville and Elite Aircraft Services LLC, DBA: EAS Flight Training for approximately 1,128 square feet of office space in the Terminal Building located at 4500 S School Ave. This is a three year lease agreement.

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:

TERMINAL
LEASE AGREEMENT

This **LEASE AGREEMENT** made this _____ day of _____, 2025, by and between the City of Fayetteville, Arkansas, hereinafter called "City", and **Elite Aircraft Services LLC, DBA: EAS Flight Training**, hereinafter called "Lessee."

WHEREAS, City is the owner of an airport known as the Fayetteville Airport, Drake Field, herein referred to as the "Airport"; and

WHEREAS, City is the owner of office space at the Airport; and

WHEREAS, Lessee desires to lease said office space,

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

1. City leases Lessee, and Lessee leases from City, approximately 1128 sq. ft. of office space in the Terminal Building located at **4500 S. School Ave, Ste. E, Fayetteville, Arkansas**.

2. Lessee is granted the use, in common with others similarly authorized, of the airport, together with all facilities, equipment, improvements, and services which have been, or may hereafter, be provided at, or in connection with the Airport from time to time including, but not limited to, the landing field, and any extensions hereof or additions thereto, roadways, runways, ramps, aprons, taxiways, flood lights, landing lights, beacons, control tower, signals, radio aids, and all other conveniences for flying, landings and take-offs.

3. Lessee shall have at all times the full and free right in ingress to and egress from the demised premises and facilities referred to herein for Lessee, its employees, customers, passengers, guests, and other invitees. Such rights shall also extend to persons or organizations supplying materials or furnishing services to Lessee.

4. Term: Subject to earlier termination as hereinafter provided, the initial term of this agreement shall be for **3 years** commencing on the __ __ day of **_____, 2025,** and ending on the day of **_____, 2028.**

This Lease Agreement may be terminated by either party with a sixty (30) day written notice.

5. Rent: Lessee agrees to pay the City for the use of the premises, facilities, rights, and privileges granted hereunder the following amounts, which are adjusted beginning on the anniversary date of this Lease Agreement:

- Year 1: $1200.00
- Year 2: $1300.00
- Year 3: $1400.00

6. City shall maintain and keep in good repair so much of the Airport premises as are not under the exclusive control of Lessee. Lessee shall, at the termination, surrender or forfeiture of this lease, return said premises in same or better condition premises were at the beginning of the lease, normal wear and tear excepted.

7. Lessee shall provide for and supply at its expense all janitor service with respect to the demised premises and shall pay for all utilities additional to those offered to the building in its entirety, including additional phone or internet services.

8. Improvements: Lessee shall bear the cost of all improvements or additions made to the interior or exterior of the building on the leased premises. No improvements or additions to any part of the leased premises shall be made by Lessee without the prior written approval of the Airport Manager, whose consent will not be unreasonably withheld. Any signs or antennas to be erected on or attached to the leased premises must have the prior written approval of the Airport Manager and conform to all City Ordinances.

9. Maintenance: The City shall be responsible only for major maintenance of the existing equipment, i.e. replacement of heating unit and other equipment in place in the facility which includes, roof, hangar door motors, exterior walls, exterior plumbing, paved ramp and paved parking lot. The City agrees that if the roof or any part of the exterior walls or exterior plumbing of said building thereof shall become defective or damaged at any time during the term due to ordinary wear and tear and not due to negligence of Lessee , or Lessee ‘s agents or invites, upon notice from Lessee, the City will immediately cause repairs to be made and restore the defective portions to good condition. If the damage is so extensive as to render such building untenable, the rent payable hereunder shall be proportionally paid up to the time of such damage and shall thenceforth cease until such time as the premises shall be fully restored.

10. Lessee agrees to observe and obey City’s Ordinances and Regulations with respect to use of the demised premises and Airport; provided, however, such Ordinances and Regulations shall be consistent with safety and with all city, county, and state rules, regulations, including all current fire codes, and orders of the Federal Aviation Administration with respect to aircraft operations at the Airport, and provided further, such Ordinances and Regulations shall be consistent with the provisions of this agreement or the procedures prescribed or approved from time to time by the Federal Aviation Administration with respect to the operation of Lessee’ aircraft at the Airport.

"The Minimum Standards for Fayetteville Executive Airport, Drake Field" herein referred to as Airport Minimum Standards are made part of this lease by reference as if included word for word.

11. Lessee agrees that it shall use the premises for the implementation and conducting of an aeronautical business activity. Lessee agrees that it shall use the premises only for the storage of aeronautic materials and equipment necessarily related to the operation of said aeronautical business activity and that no other vehicles, equipment or supplies shall be stored on the premises unless expressly agreed to by the City. Lessee further agrees not to store any flammable material on the demised premises, other than a limited supply of oils and agents necessary for current aircraft maintenance and repair, or in any way endanger or violate the provisions of the City's standard commercially available property insurance policy or the requirements of same. Such violations shall constitute a material breach of this Agreement.

12. Hazardous Substance: Lessee shall not cause or permit any Hazardous Substance to be used or stored on or in the Leased Premises without first obtaining the City's written consent. If hazardous Substances are used, stored, generated, or disposed of on or in the Leased Premises or if the Leased Premises or any other Airport property becomes contaminated in any manner for which Lessee is responsible or legally liable, Lessee shall indemnify and hold harmless the City, its officers, directors, agents, servants, and employees from any and all claims, damages, fines, judgments, penalties, costs, liabilities, or losses including all reasonable costs for investigation and defense thereof, (including but not limited to attorney's fees, court costs, and expert fees, and without limitation, decrease in value of the Lease Premises, damages caused by loss or restriction of rentable or usable space as a part of the Leased Premises arising during or after the term hereof and arising as a result of that contamination by Lessee, Lessee agents, employees, and invitees. This indemnification includes, without limitation, all cost incurred because of any investigation of the Airport or any cleanup, removal, or restoration mandated by a federal, state, local agency or political subdivision.

13. Lessee shall maintain in force during the Term and any extended term public liability and property damage insurance in comprehensive form as reasonably may be required by the City and specified in the Airport Minimum Standards. The insurance shall be issued by an insurer licensed to do business in the State of Arkansas.

Concurrent with the execution of this Agreement, Lessee shall provide proof of insurance coverage by providing a Certificate of Lessee's Insurance coverage, a copy of the declarations page on the insurance policy, and a copy of all endorsements. The Certificates of Insurance, or endorsements attached thereto, shall provide that; (a) insurance coverage shall not be canceled, changed in coverage, or reduced in limits without at least thirty (30) days prior written notice to the City: (b) the City and the Airport and their trustees, agents, officers, servants, and employees are named as additional insured: (c) the policy shall be considered primary as regards to any other insurance coverage the City may possess, including any self-insured retention or deductible the City may have, and any other insurance coverage the City may possess shall be considered excess insurance only; (d) the limits of liability required therein are on an occurrence basis.

14. Lessee agrees to indemnify City against any and all liabilities, losses, suits, claims, judgments,

fines, penalties, demands or expenses, including all reasonable costs for investigation and defense thereof, (including but not limited to attorney's fees, court costs, and expert fees, for injuries to persons or damage to property caused by Lessee use or occupancy of the lease premises; provided, however, that Lessee shall not be liable for any injury, damage or loss arising from the negligence of City or its agents or employees; and provided further, that each party shall give prompt and timely notice of any claim made or suit instituted which in any way directly or indirectly affects or might affect either party, and each party shall have the right to compromise and defend the same to the extent of its own interest. This clause shall not be construed to waive that tort immunity as set forth under Arkansas Law.

15. Lessee agrees that it will not discriminate by segregation or otherwise against any person or persons because of race, creed, color, religion, national origin, sex, marital status, or handicap in the furnishing, or by refusing to furnish, to such persons the use of any facility, including any and all services, privileges, accommodations, and activities provided thereby. Nothing herein shall require the furnishing to the general public of the use of any facility customarily furnished by the City solely to tenants, their employees, customers, patients, client, guests, and invites.

16. Assigning, Subletting and Encumbering. Lessee shall not assign this Agreement in whole or in part, nor sublease all or any part of the Leased Premises, nor permit other persons to occupy said Leased Premises or any part thereof, not grant any license or concession for all or any part of said Leased Premises, without the prior written consent of the Airport Manager, which consent shall not be unreasonably withheld. Any consent by the Airport to an assignment or subletting of this Agreement shall not constitute a waiver of the necessity of obtaining that consent as to any subsequent assignment. Any assignment for the benefit of Lessee's creditors or otherwise by operation of law shall not be effective to transfer or assign Lessee's interest under this Agreement unless the Airport shall have first consented thereto in writing. Neither Lessee**'s** interest in this Agreement, not any estate created hereby in Lessee nor any interest herein or therein, shall pass to any trustee or receiver or assignee for the benefit of creditors or otherwise by operation of law except as may specifically be provided in the Bankruptcy Code. If any of the corporate shares of stock of Lessee are transferred, or if any partnership interests of Lessee are transferred, by sale, assignment, bequest, inheritance, operation of law, or otherwise, so as to result in a change of the control, assets, value, ownership, or structure of Lessee, same shall be deemed an assignment for the purposes of this Section 17 and shall require the Airport's prior consent, and Lessee shall notify the Airport of any such change or proposed change.

17. On the expiration or other termination of this lease Lessee**'s** right to use the demised premises shall cease, and Lessee shall vacate the premises without unreasonable delay. All property installed, erected, or placed by Lessee in, on, or about the premises leased Lessee shall have the right at any time during the term of this agreement, or any renewal or extension hereof, and for an additional period of fourteen (14) days after the expiration or other termination of this agreement, to remove any or all of such property, subject, however, to Lessee**'s** obligation to repair all damage, if any, resulting from such removal. Any and all property not removed by Lessee prior to the expiration of the aforesaid fourteen (14) day period shall thereupon become a part of the land on which it is located, and title hereto shall thereupon vest in City.

18. City may enter the premises leased to Lessee at any reasonable time for any purpose necessary or incidental to the performance of its obligations or Lessee's obligations hereunder.

19. Lessee shall maintain the demised premises in a clean and orderly fashion at all times.

20. Lessee agrees that habitation of the hangar building or offices as a residence is prohibited.

22. Any notice or consent required by this Agreement shall be sufficient if sent by Certified Mail, return receipt requested, postage paid, to the following address:

CITY OF FAYETTEVILLE
Airport Administration Office
4500 S. School Avenue, Suite F
Fayetteville, Arkansas 72701
Phone: (479) 718 -7642

LESSEE

PO Box 230
Pierce City, MO 65723
Phone: (417) 236-4118

24. This agreement shall be construed under the laws of the State of Arkansas.

25. All the covenants, conditions, and provisions under this agreement shall extend to and bind the legal representative, successors, and assigns of the respective parties hereof.

IN WITNESS WHEREOF, the parties have executed this Lease on the day and year first above written.

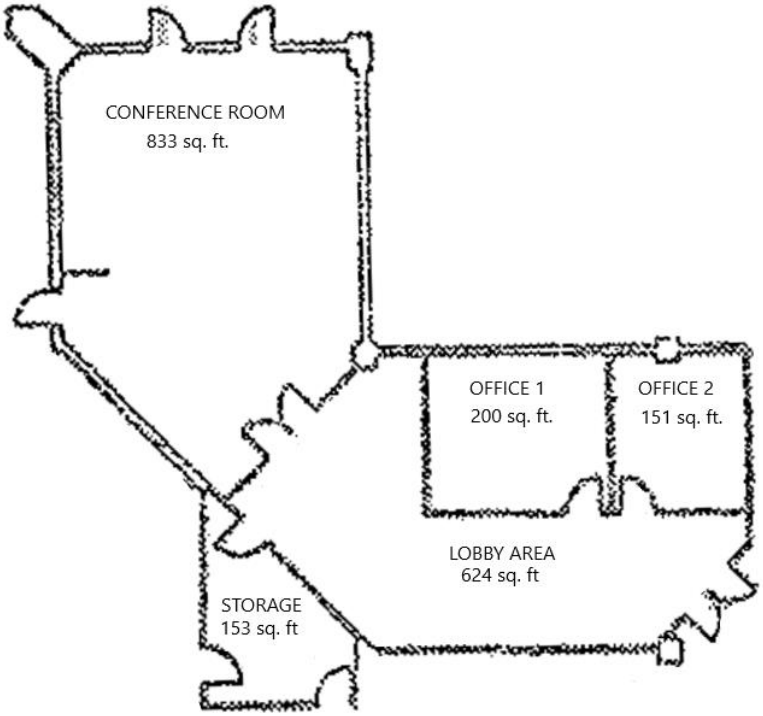
CITY OF FAYETTEVILLE, ARKANSAS

By:_____
Molly Rawn, Mayor

ATTEST
By:_____
Kara Paxton, City Clerk Treasurer

LESSEE
By: Bart Marcules

Member
Title



Included in this agreement are the following:

- Office 1
- Office 2
- Lobby Area
- Storage

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2025-1668

MEETING OF SEPTEMBER 16, 2025

TO: Mayor Rawn and City Council

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

FROM: Jared Rabren, Airport Director

SUBJECT: **Airport Office Lease - Skydive Fayetteville LLC**

RECOMMENDATION:
The Aviation Division requests a resolution to approve and allow the Mayor to sign a lease agreement between the City of Fayetteville and Skydive Fayetteville, LLC for approximately 833 square feet of office space in the Terminal Building located at 4500 S School Ave, pursuant to RFP 25-12. This is a three-year lease agreement.

BACKGROUND:
Earlier this year, the Aviation Division relocated from their offices on the east side of the terminal building. Due to multiple interested parties, an RFP was created for the former Aviation Division offices. This lease represents one of two parties that are being jointly awarded a portion of those offices.

DISCUSSION:
Skydive Fayetteville is currently a tenant of Drake Field. They offer skydiving instruction and tandem skydiving for the public. To meet growing demand, they are in need of a larger office space.

BUDGET/STAFF IMPACT:
Skydive Fayetteville will pay $1,041.25 for approximately 833 square feet of office space. The lease includes a 3% annual adjustment, reflected as $1,072.49 for year two and $1,104.66 for year three.

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

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

File #: 2025-1668

A RESOLUTION TO APPROVE A THREE-YEAR LEASE AGREEMENT WITH SKYDIVE FAYETTEVILLE, LLC FOR APPROXIMATELY 833 SQUARE FEET OF OFFICE SPACE IN THE AIRPORT TERMINAL BUILDING FOR $1,041.25 PER MONTH FOR THE FIRST YEAR

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves a three-year lease agreement with Skydive Fayetteville, LLC for approximately 833 square feet of office space in the airport terminal building for $1,041.25 per month for the first year, $1,072.49 for year two and $1,104.66 for year three.

City of Fayetteville Staff Review Form

2025-1668

Item ID

9/16/2025

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

Jared Rabren	8/25/2025	AIRPORT SERVICES (760)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

The Aviation Division requests a resolution to approve and allow the Mayor to sign a lease agreement between the City of Fayetteville and Skydive Fayetteville, LLC for approximately 833 square feet of office space in the Terminal Building located at 4500 S School Ave. This is a three year lease agreement.

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:

TERMINAL
LEASE AGREEMENT

This **LEASE AGREEMENT** made this _____ day of _____, 2025, by and between the City of Fayetteville, Arkansas, hereinafter called "City", and **Skydive Fayetteville, LLC**, hereinafter called "Lessee."

WHEREAS, City is the owner of an airport known as the Fayetteville Airport, Drake Field, herein referred to as the "Airport"; and

WHEREAS, City is the owner of office space at the Airport; and

WHEREAS, Lessee desires to lease said office space,

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

1. City leases Lessee, and Lessee leases from City, approximately 833 sq. ft. of office space in the Terminal Building located at **4500 S. School Ave, Ste. G, Fayetteville, Arkansas**.

2. Lessee is granted the use, in common with others similarly authorized, of the airport, together with all facilities, equipment, improvements, and services which have been, or may hereafter, be provided at, or in connection with the Airport from time to time including, but not limited to, the landing field, and any extensions hereof or additions thereto, roadways, runways, ramps, aprons, taxiways, flood lights, landing lights, beacons, control tower, signals, radio aids, and all other conveniences for flying, landings and take-offs.

3. Lessee shall have at all times the full and free right in ingress to and egress from the demised premises and facilities referred to herein for Lessee, its employees, customers, passengers, guests, and other invitees. Such rights shall also extend to persons or organizations supplying materials or furnishing services to Lessee.

4. Term: Subject to earlier termination as hereinafter provided, the initial term of this agreement shall be for **3 years** commencing on the ___ day of _____, **2025**, and ending on the day of _____**, 2028.**

This Lease Agreement may be terminated by either party with a sixty (30) day written notice.

5. Rent: Lessee agrees to pay the City for the use of the premises, facilities, rights, and privileges granted hereunder the following amounts, which are adjusted beginning on the anniversary date of this Lease Agreement:

- Year 1: $1041.25
- Year 2: $1072.49
- Year 3 $1104.66

6. City shall maintain and keep in good repair so much of the Airport premises as are not under the exclusive control of Lessee. Lessee shall, at the termination, surrender or forfeiture of this lease, return said premises in same or better condition premises were at the beginning of the lease, normal wear and tear excepted.

7. Lessee shall provide for and supply at its expense all janitor service with respect to the demised premises and shall pay for all utilities additional to those offered to the building in its entirety, including additional phone or internet services.

8. Improvements: Lessee shall bear the cost of all improvements or additions made to the interior or exterior of the building on the leased premises. No improvements or additions to any part of the leased premises shall be made by Lessee without the prior written approval of the Airport Manager, whose consent will not be unreasonably withheld. Any signs or antennas to be erected on or attached to the leased premises must have the prior written approval of the Airport Manager and conform to all City Ordinances.

9. Maintenance: The City shall be responsible only for major maintenance of the existing equipment, i.e. replacement of heating unit and other equipment in place in the facility which includes, roof, hangar door motors, exterior walls, exterior plumbing, paved ramp and paved parking lot. The City agrees that if the roof or any part of the exterior walls or exterior plumbing of said building thereof shall become defective or damaged at any time during the term due to ordinary wear and tear and not due to negligence of Lessee , or Lessee 's agents or invites, upon notice from Lessee, the City will immediately cause repairs to be made and restore the defective portions to good condition. If the damage is so extensive as to render such building untenable, the rent payable hereunder shall be proportionally paid up to the time of such damage and shall thenceforth cease until such time as the premises shall be fully restored.

10. Lessee agrees to observe and obey City's Ordinances and Regulations with respect to use of the demised premises and Airport; provided, however, such Ordinances and Regulations shall be consistent with safety and with all city, county, and state rules, regulations, including all current fire codes, and orders of the Federal Aviation Administration with respect to aircraft operations at the Airport, and provided further, such Ordinances and Regulations shall be consistent with the provisions of this agreement or the procedures prescribed or approved from time to time by the Federal Aviation Administration with respect to the operation of Lessee' aircraft at the Airport.

"***The Minimum Standards for Fayetteville Executive Airport, Drake Field***" herein referred to as

Airport Minimum Standards are made part of this lease by reference as if included word for word.

11. Lessee agrees that it shall use the premises for the implementation and conducting of an aeronautical business activity. Lessee agrees that it shall use the premises only for the storage of aeronautic materials and equipment necessarily related to the operation of said aeronautical business activity and that no other vehicles, equipment or supplies shall be stored on the premises unless expressly agreed to by the City. Lessee further agrees not to store any flammable material on the demised premises, other than a limited supply of oils and agents necessary for current aircraft maintenance and repair, or in any way endanger or violate the provisions of the City's standard commercially available property insurance policy or the requirements of same. Such violations shall constitute a material breach of this Agreement.

12. Hazardous Substance: Lessee shall not cause or permit any Hazardous Substance to be used or stored on or in the Leased Premises without first obtaining the City's written consent. If hazardous Substances are used, stored, generated, or disposed of on or in the Leased Premises or if the Leased Premises or any other Airport property becomes contaminated in any manner for which Lessee is responsible or legally liable, Lessee shall indemnify and hold harmless the City, its officers, directors, agents, servants, and employees from any and all claims, damages, fines, judgments, penalties, costs, liabilities, or losses including all reasonable costs for investigation and defense thereof, (including but not limited to attorney's fees, court costs, and expert fees, and without limitation, decrease in value of the Lease Premises, damages caused by loss or restriction of rentable or usable space as a part of the Leased Premises arising during or after the term hereof and arising as a result of that contamination by Lessee, Lessee agents, employees, and invitees. This indemnification includes, without limitation, all cost incurred because of any investigation of the Airport or any cleanup, removal, or restoration mandated by a federal, state, local agency or political subdivision.

13. Lessee shall maintain in force during the Term and any extended term public liability and property damage insurance in comprehensive form as reasonably may be required by the City and specified in the Airport Minimum Standards. The insurance shall be issued by an insurer licensed to do business in the State of Arkansas.

Concurrent with the execution of this Agreement, Lessee shall provide proof of insurance coverage by providing a Certificate of Lessee's Insurance coverage, a copy of the declarations page on the insurance policy, and a copy of all endorsements. The Certificates of Insurance, or endorsements attached thereto, shall provide that; (a) insurance coverage shall not be canceled, changed in coverage, or reduced in limits without at least thirty (30) days prior written notice to the City: (b) the City and the Airport and their trustees, agents, officers, servants, and employees are named as additional insured: (c) the policy shall be considered primary as regards to any other insurance coverage the City may possess, including any self-insured retention or deductible the City may have, and any other insurance coverage the City may possess shall be considered excess insurance only; (d) the limits of liability required therein are on an occurrence basis.

14. Lessee agrees to indemnify City against any and all liabilities, losses, suits, claims, judgments, fines, penalties, demands or expenses, including all reasonable costs for investigation and defense

thereof, (including but not limited to attorney's fees, court costs, and expert fees, for injuries to persons or damage to property caused by Lessee use or occupancy of the lease premises; provided, however, that Lessee shall not be liable for any injury, damage or loss arising from the negligence of City or its agents or employees; and provided further, that each party shall give prompt and timely notice of any claim made or suit instituted which in any way directly or indirectly affects or might affect either party, and each party shall have the right to compromise and defend the same to the extent of its own interest. This clause shall not be construed to waive that tort immunity as set forth under Arkansas Law.

15. Lessee agrees that it will not discriminate by segregation or otherwise against any person or persons because of race, creed, color, religion, national origin, sex, marital status, or handicap in the furnishing, or by refusing to furnish, to such persons the use of any facility, including any and all services, privileges, accommodations, and activities provided thereby. Nothing herein shall require the furnishing to the general public of the use of any facility customarily furnished by the City solely to tenants, their employees, customers, patients, client, guests, and invites.

16. Assigning, Subletting and Encumbering. Lessee shall not assign this Agreement in whole or in part, nor sublease all or any part of the Leased Premises, nor permit other persons to occupy said Leased Premises or any part thereof, not grant any license or concession for all or any part of said Leased Premises, without the prior written consent of the Airport Manager, which consent shall not be unreasonably withheld. Any consent by the Airport to an assignment or subletting of this Agreement shall not constitute a waiver of the necessity of obtaining that consent as to any subsequent assignment. Any assignment for the benefit of Lessee's creditors or otherwise by operation of law shall not be effective to transfer or assign Lessee's interest under this Agreement unless the Airport shall have first consented thereto in writing. Neither Lessee's interest in this Agreement, not any estate created hereby in Lessee nor any interest herein or therein, shall pass to any trustee or receiver or assignee for the benefit of creditors or otherwise by operation of law except as may specifically be provided in the Bankruptcy Code. If any of the corporate shares of stock of Lessee are transferred, or if any partnership interests of Lessee are transferred, by sale, assignment, bequest, inheritance, operation of law, or otherwise, so as to result in a change of the control, assets, value, ownership, or structure of Lessee, same shall be deemed an assignment for the purposes of this Section 17 and shall require the Airport's prior consent, and Lessee shall notify the Airport of any such change or proposed change.

17. On the expiration or other termination of this lease Lessee's right to use the demised premises shall cease, and Lessee shall vacate the premises without unreasonable delay. All property installed, erected, or placed by Lessee in, on, or about the premises leased Lessee shall have the right at any time during the term of this agreement, or any renewal or extension hereof, and for an additional period of fourteen (14) days after the expiration or other termination of this agreement, to remove any or all of such property, subject, however, to Lessee's obligation to repair all damage, if any, resulting from such removal. Any and all property not removed by Lessee prior to the expiration of the aforesaid fourteen (14) day period shall thereupon become a part of the land on which it is located, and title hereto shall thereupon vest in City.

18. City may enter the premises leased to Lessee at any reasonable time for any purpose necessary

or incidental to the performance of its obligations or Lessee's obligations hereunder.

19. Lessee shall maintain the demised premises in a clean and orderly fashion at all times.

20. Lessee agrees that habitation of the hangar building or offices as a residence is prohibited.

22. Any notice or consent required by this Agreement shall be sufficient if sent by Certified Mail, return receipt requested, postage paid, to the following address:

CITY OF FAYETTEVILLE AVIATION
Airport Administration Office
4500 S. School Avenue, Suite F
Fayetteville, Arkansas 72701
Phone: (479) 718 -7642

LESSEE
4500 School Ave.
STE G
Fayetteville, AR 72701
Phone: (479) 530-5241

24. This agreement shall be construed under the laws of the State of Arkansas.

25. All the covenants, conditions, and provisions under this agreement shall extend to and bind the legal representative, successors, and assigns of the respective parties hereof.

IN WITNESS WHEREOF, the parties have executed this Lease on the day and year first above written.

CITY OF FAYETTEVILLE, ARKANSAS

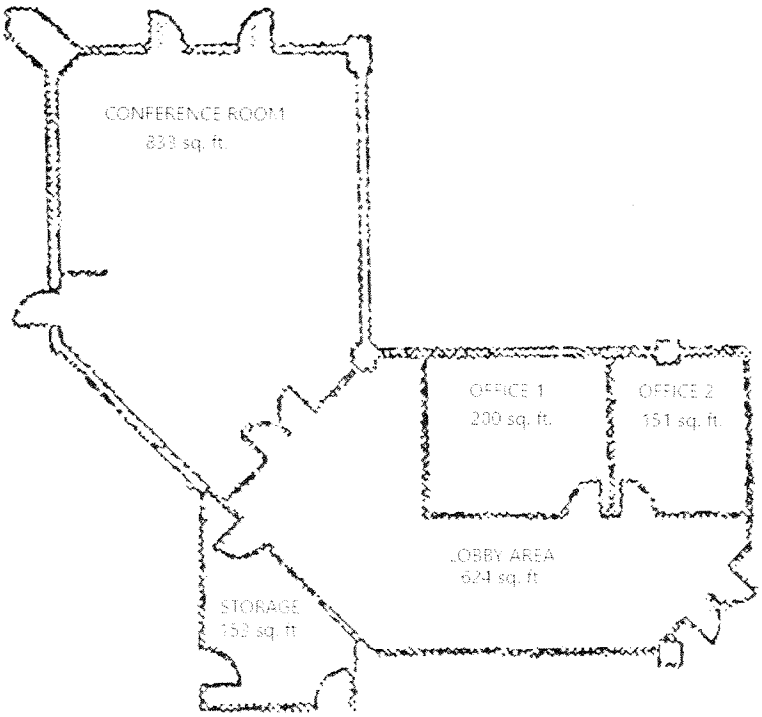
By:_____
Molly Rawn, Mayor

ATTEST
By:_____
Kara Paxton, City Clerk Treasurer

LESSEE

By:_____

Owner
Title



Included in this agreement are the following:

- Conference Room

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2025-1670

MEETING OF SEPTEMBER 16, 2025

TO: Mayor Rawn and City Council

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

FROM: Jared Rabren, Airport Director

SUBJECT: **Airport Office Lease - Skytime Aviation LLC**

RECOMMENDATION:
The Aviation Division requests a resolution to approve and allow the Mayor to sign a lease agreement between the City of Fayetteville and Skytime Aviation, LLC for approximately 297 square feet of office space in the Terminal Building located at 4500 S School Ave. This is a three-year lease agreement.

BACKGROUND:
Earlier this year, the Aviation Division relocated from their offices on the east side of the terminal building. Due to multiple interested parties, an RFP was created for the former Aviation Division offices. This lease represents office space that will be vacated by a current tenant as part of the RFP award.

DISCUSSION:
Skytime Aviation is currently a hangar tenant of Drake Field, but does not have an office lease. They offer specialized flight instruction in several aircraft types. To meet growing demand and offer better service to the public, Skytime has requested office space in the terminal building.

BUDGET/STAFF IMPACT:
Skytime Aviation will pay $437 per month for approximately 297 square feet of office space. The lease includes a 3% annual adjustment, reflected as $450 per month for year two and $464 per month for year three.

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

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

File #: 2025-1670

A RESOLUTION TO APPROVE A THREE-YEAR LEASE AGREEMENT WITH SKYTIME AVIATION, LLC FOR APPROXIMATELY 297 SQUARE FEET OF OFFICE SPACE IN THE AIRPORT TERMINAL BUILDING FOR $437.00 PER MONTH FOR THE FIRST YEAR

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves a three-year lease agreement with Skytime Aviation, LLC for approximately 297 square feet of office space in the airport terminal building for $437.00 per month for the first year, $450.00 for year two and $464.00 for year three.

City of Fayetteville Staff Review Form

2025-1670

Item ID

9/16/2025

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

Jared Rabren	8/25/2025	AIRPORT SERVICES (760)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

The Aviation Division requests a resolution to approve and allow the Mayor to sign a lease agreement between the City of Fayetteville and Skytime Aviation, LLC for approximately 297 square feet of office space in the Terminal Building located at 4500 S School Ave. This is a three year lease agreement.

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:

TERMINAL
LEASE AGREEMENT

This **LEASE AGREEMENT** made this _____ day of _____, 2025, by and between the City of Fayetteville, Arkansas, hereinafter called "City", and **Skytime Aviation, LLC**, hereinafter called "Lessee."

WHEREAS, City is the owner of an airport known as the Fayetteville Airport, Drake Field, herein referred to as the "Airport"; and

WHEREAS, City is the owner of office space at the Airport; and

WHEREAS, Lessee desires to lease said office space,

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

1. City leases Lessee, and Lessee leases from City, approximately 297 sq. ft. of office space in the Terminal Building located at **4500 S. School Ave, Fayetteville, Arkansas**.

2. Lessee is granted the use, in common with others similarly authorized, of the airport, together with all facilities, equipment, improvements, and services which have been, or may hereafter, be provided at, or in connection with the Airport from time to time including, but not limited to, the landing field, and any extensions hereof or additions thereto, roadways, runways, ramps, aprons, taxiways, flood lights, landing lights, beacons, control tower, signals, radio aids, and all other conveniences for flying, landings and take-offs.

3. Lessee shall have at all times the full and free right in ingress to and egress from the demised premises and facilities referred to herein for Lessee, its employees, customers, passengers, guests, and other invitees. Such rights shall also extend to persons or organizations supplying materials or furnishing services to Lessee.

4. Term: Subject to earlier termination as hereinafter provided, the initial term of this agreement shall be for **3 years** commencing on the ___ day of _____, **2025**, and ending on the day of _____, **2028.**

This Lease Agreement may be terminated by either party with a sixty (30) day written notice.

5. Rent: Lessee agrees to pay the City for the use of the premises, facilities, rights, and privileges granted hereunder the following amounts, which are adjusted beginning on the anniversary date of this Lease Agreement by 3% annually and rounded to the nearest whole number:

- Year 1: $437.00
- Year 2: $450.00
- Year 3: $464.00

6. City shall maintain and keep in good repair so much of the Airport premises as are not under the exclusive control of Lessee. Lessee shall, at the termination, surrender or forfeiture of this lease, return said premises in same or better condition premises were at the beginning of the lease, normal wear and tear excepted.

7. Lessee shall provide for and supply at its expense all janitor service with respect to the demised premises and shall pay for all utilities additional to those offered to the building in its entirety, including additional phone or internet services.

8. Improvements: Lessee shall bear the cost of all improvements or additions made to the interior or exterior of the building on the leased premises. No improvements or additions to any part of the leased premises shall be made by Lessee without the prior written approval of the Airport Manager, whose consent will not be unreasonably withheld. Any signs or antennas to be erected on or attached to the leased premises must have the prior written approval of the Airport Manager and conform to all City Ordinances.

9. Maintenance: The City shall be responsible only for major maintenance of the existing equipment, i.e. replacement of heating unit and other equipment in place in the facility which includes roof, hangar door motors, exterior walls, exterior plumbing, paved ramp and paved parking lot. The City agrees that if the roof or any part of the exterior walls or exterior plumbing of said building thereof shall become defective or damaged at any time during the term due to ordinary wear and tear and not due to negligence of Lessee , or Lessee 's agents or invites, upon notice from Lessee, the City will immediately cause repairs to be made and restore the defective portions to good condition. If the damage is so extensive as to render such building untenable, the rent payable hereunder shall be proportionally paid up to the time of such damage and shall thenceforth cease until such time as the premises shall be fully restored.

10. Lessee agrees to observe and obey City's Ordinances and Regulations with respect to use of the demised premises and Airport; provided, however, such Ordinances and Regulations shall be consistent with safety and with all city, county, and state rules, regulations, including all current fire codes, and orders of the Federal Aviation Administration with respect to aircraft operations at the Airport, and provided further, such Ordinances and Regulations shall be consistent with the provisions of this agreement or the procedures prescribed or approved from time to time by the Federal Aviation Administration with respect to the operation of Lessee' aircraft at the Airport.

"The Minimum Standards for Fayetteville Executive Airport, Drake Field" herein referred to as Airport Minimum Standards are made part of this lease by reference as if included word for word.

11. Lessee agrees that it shall use the premises for the implementation and conducting of an aeronautical business activity. Lessee agrees that it shall use the premises only for the storage of aeronautic materials and equipment necessarily related to the operation of said aeronautical business activity and that no other vehicles, equipment or supplies shall be stored on the premises unless expressly agreed to by the City. Lessee further agrees not to store any flammable material on the demised premises, other than a limited supply of oils and agents necessary for current aircraft maintenance and repair, or in any way endanger or violate the provisions of the City's standard commercially available property insurance policy or the requirements of same. Such violations shall constitute a material breach of this Agreement.

12. Hazardous Substance: Lessee shall not cause or permit any Hazardous Substance to be used or stored on or in the Leased Premises without first obtaining the City's written consent. If hazardous Substances are used, stored, generated, or disposed of on or in the Leased Premises or if the Leased Premises or any other Airport property becomes contaminated in any manner for which Lessee is responsible or legally liable, Lessee shall indemnify and hold harmless the City, its officers, directors, agents, servants, and employees from any and all claims, damages, fines, judgments, penalties, costs, liabilities, or losses including all reasonable costs for investigation and defense thereof, (including but not limited to attorney's fees, court costs, and expert fees, and without limitation, decrease in value of the Lease Premises, damages caused by loss or restriction of rentable or usable space as a part of the Leased Premises arising during or after the term hereof and arising as a result of that contamination by Lessee, Lessee agents, employees, and invitees. This indemnification includes, without limitation, all cost incurred because of any investigation of the Airport or any cleanup, removal, or restoration mandated by a federal, state, local agency or political subdivision.

13. Lessee shall maintain in force during the Term and any extended term public liability and property damage insurance in comprehensive form as reasonably may be required by the City and specified in the Airport Minimum Standards. The insurance shall be issued by an insurer licensed to do business in the State of Arkansas.

Concurrent with the execution of this Agreement, Lessee shall provide proof of insurance coverage by providing a Certificate of Lessee's Insurance coverage, a copy of the declarations page on the insurance policy, and a copy of all endorsements. The Certificates of Insurance, or endorsements attached thereto, shall provide that; (a) insurance coverage shall not be canceled, changed in coverage, or reduced in limits without at least thirty (30) days prior written notice to the City: (b) the City and the Airport and their trustees, agents, officers, servants, and employees are named as additional insured: (c) the policy shall be considered primary as regards to any other insurance coverage the City may possess, including any self-insured retention or deductible the City may have, and any other insurance coverage the City may possess shall be considered excess insurance only; (d) the limits of liability required therein are on an occurrence basis.

14. Lessee agrees to indemnify City against any and all liabilities, losses, suits, claims, judgments, fines, penalties, demands or expenses, including all reasonable costs for investigation and defense thereof, (including but not limited to attorney's fees, court costs, and expert fees, for injuries to persons or damage to property caused by Lessee use or occupancy of the lease premises; provided, however, that Lessee shall not be liable for any injury, damage or loss arising from the negligence of City or its agents or employees; and provided further, that each party shall give prompt and timely notice of any claim made or suit instituted which in any way directly or indirectly affects or might affect either party, and each party shall have the right to compromise and defend the same to the extent of its own interest. This clause shall not be construed to waive that tort immunity as set forth under Arkansas Law.

15. Lessee agrees that it will not discriminate by segregation or otherwise against any person or persons because of race, creed, color, religion, national origin, sex, marital status, or handicap in the furnishing, or by refusing to furnish, to such persons the use of any facility, including any and all services, privileges, accommodations, and activities provided thereby. Nothing herein shall require the furnishing to the general public of the use of any facility customarily furnished by the City solely to tenants, their employees, customers, patients, client, guests, and invites.

16. Assigning, Subletting and Encumbering. Lessee shall not assign this Agreement in whole or in part, nor sublease all or any part of the Leased Premises, nor permit other persons to occupy said Leased Premises or any part thereof, not grant any license or concession for all or any part of said Leased Premises, without the prior written consent of the Airport Manager, which consent shall not be unreasonably withheld. Any consent by the Airport to an assignment or subletting of this Agreement shall not constitute a waiver of the necessity of obtaining that consent as to any subsequent assignment. Any assignment for the benefit of Lessee's creditors or otherwise by operation of law shall not be effective to transfer or assign Lessee's interest under this Agreement unless the Airport shall have first consented thereto in writing. Neither Lessee's interest in this Agreement, not any estate created hereby in Lessee nor any interest herein or therein, shall pass to any trustee or receiver or assignee for the benefit of creditors or otherwise by operation of law except as may specifically be provided in the Bankruptcy Code. If any of the corporate shares of stock of Lessee are transferred, or if any partnership interests of Lessee are transferred, by sale, assignment, bequest, inheritance, operation of law, or otherwise, so as to result in a change of the control, assets, value, ownership, or structure of Lessee, same shall be deemed an assignment for the purposes of this Section 17 and shall require the Airport's prior consent, and Lessee shall notify the Airport of any such change or proposed change.

17. On the expiration or other termination of this lease Lessee's right to use the demised premises shall cease, and Lessee shall vacate the premises without unreasonable delay. All property installed, erected, or placed by Lessee in, on, or about the premises leased Lessee shall have the right at any time during the term of this agreement, or any renewal or extension hereof, and for an additional period of fourteen (14) days after the expiration or other termination of this agreement, to remove any or all of such property, subject, however, to Lessee's obligation to repair all damage, if any, resulting from such removal. Any and all property not removed by Lessee prior to the expiration of the aforesaid fourteen (14) day period shall thereupon become a part of the land on which it is located, and title hereto shall thereupon vest in City.

18. City may enter the premises leased to Lessee at any reasonable time for any purpose necessary or incidental to the performance of its obligations or Lessee's obligations hereunder.

19. Lessee shall maintain the demised premises in a clean and orderly fashion at all times.

20. Lessee agrees that habitation of the hangar building or offices as a residence is prohibited.

22. Any notice or consent required by this Agreement shall be sufficient if sent by Certified Mail, return receipt requested, postage paid, to the following address:

CITY OF FAYETTEVILLE AVIATION
Airport Administration Office
4500 S. School Avenue, Suite F
Fayetteville, Arkansas 72701
Phone: (479) 718 -7642

LESSEE

PO Box 370
Cave Springs, AR 72718
Phone: (479) 236-8453

24. This agreement shall be construed under the laws of the State of Arkansas.

25. All the covenants, conditions, and provisions under this agreement shall extend to and bind the legal representative, successors, and assigns of the respective parties hereof.

IN WITNESS WHEREOF, the parties have executed this Lease on the day and year first above written.

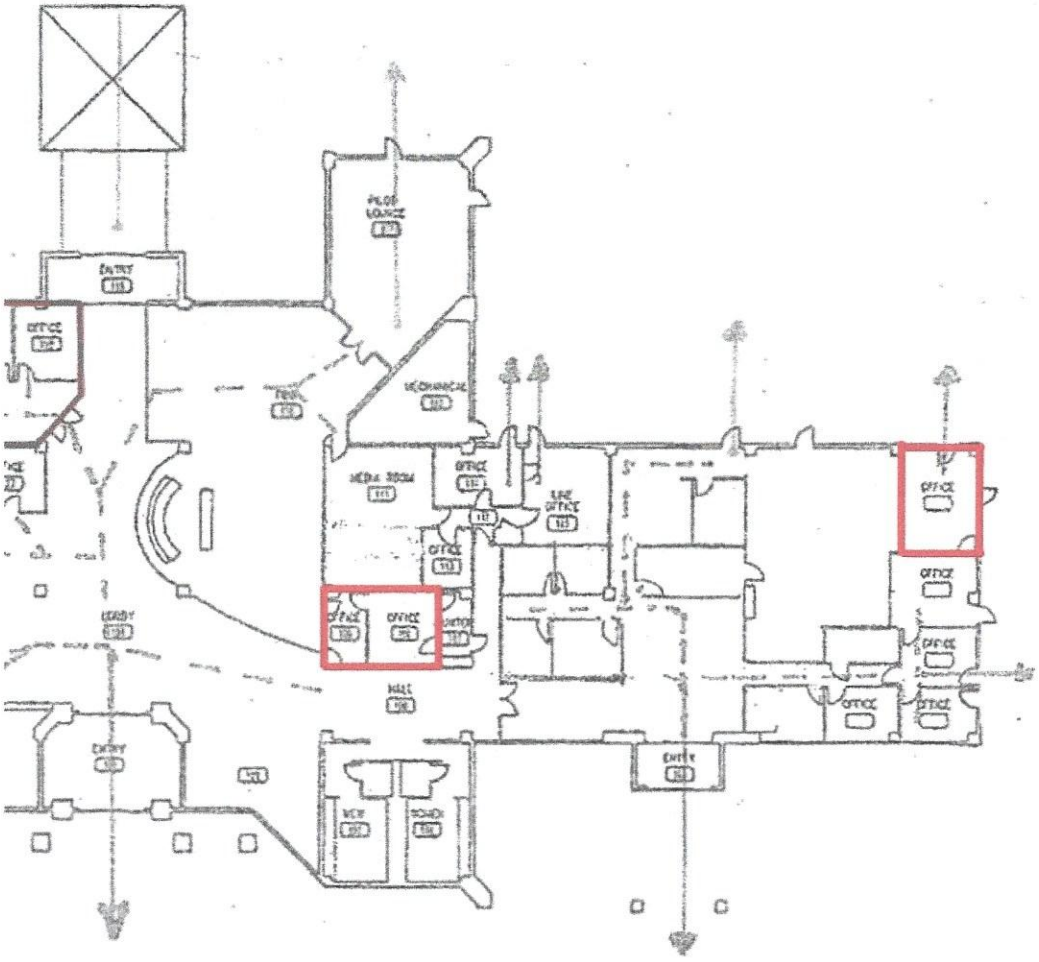
CITY OF FAYETTEVILLE, ARKANSAS

By:_____
Molly Rawn, Mayor

ATTEST
By:_____
Kara Paxton, City Clerk Treasurer

LESSEE

By: _____
Owner / Chief Flight Instructor
Title



Street side

Included in this agreement are the following:

- Office 1
- Office 2

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2025-1521

MEETING OF SEPTEMBER 16, 2025

TO: Mayor Rawn and City Council

THRU: Keith Macedo, Chief of Staff

FROM: Chris Brown, Public Works Director

SUBJECT: **Staff recommends approval of a cost share increase in the amount of $160,729 with Greater Productions, LLC for the installation of sanitary sewer and storm drainage upgrades to serve the Park Hotel and other downtown developments and approval of a budget adjustment.**

RECOMMENDATION:
Staff recommends approval of a cost share increase in the amount of $160,729 with Greater Productions, LLC for the installation of sanitary sewer and storm drainage upgrades to serve the Park Hotel and other downtown developments and approval of a budget adjustment to add stormwater funds to the project.

BACKGROUND:
A 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.

A cost sharing contract with the developer of the hotel was developed for installation of sewer upgrades to resolve the capacity issue. Work began on this project in May 2025 and is ongoing.

DISCUSSION:
During the construction of the project, changes in the sewer installation scope were made that resulted in a reduction in the total cost of the sewer. However, a failing storm drain pipe was discovered in the project area; this pipe was found to be in need of replacement at a cost of $212,050. Funding for the storm drainage replacement will be taken from two projects:

02116 Cost Sharing: $100,000
02108 Other Drainage Projects: $112,050

The net increase of the contract with Greater Productions, LLC is $160,729.

BUDGET/STAFF IMPACT:
Changes to the project will result in a savings to the water and sewer fund; funding for the additional cost will be funded by two projects in the sales tax capital improvement fund.

ATTACHMENTS: 3. Staff Review Form, 4. Budget Adjustment, 5. Signed Cost Share Agreement, 6.

Amendment 1 to Sewer Main Costs Share - Greater Productions - Park Hotel (8-27-2025)

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

File #: 2025-1521

A RESOLUTION TO APPROVE AMENDMENT #1 TO THE COST SHARE AGREEMENT WITH GREATER PRODUCTIONS, LLC IN THE AMOUNT OF $160,729.00 FOR THE INSTALLATION OF SANITARY SEWER AND STORM DRAINAGE UPGRADES TO SERVE THE PARK HOTEL AND OTHER DOWNTOWN DEVELOPMENTS, AND TO APPROVE A BUDGET ADJUSTMENT

WHEREAS, on February 18, 2025, City Council passed Resolution 56-25 approving a cost share agreement with Greater Productions, LLC for the installation of sanitary sewer upgrades to serve the Park Hotel and other planned downtown developments; and

WHEREAS, during the construction, changes in the sewer installation scope were made that resulted in a reduction in the total cost of the sewer, but a failing storm drain pipe was discovered in the project area that must be replaced.

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 approves Amendment #1 to the cost share agreement with Greater Productions, LLC in the amount of $160,729.00 for the installation of sanitary sewer and storm drainage upgrades to serve the Park Hotel and other planned downtown developments.

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

2025-1521

Item ID

9/16/2025

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

Chris Brown	8/14/2025	ENGINEERING (621)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

Staff recommends approval of a cost share increase in the amount of $160,729 with Greater Productions, LLC for the installation of sanitary sewer and storm drainage upgrades to serve the Park Hotel and other downtown developments and approval of a budget adjustment to add stormwater funds to the project.

Budget Impact:

4470.621.8810-5817.00	Water & Sewer
Account Number	Fund
04039.2501	Water & Sewer Impact Fee Cost Sharing - Greater Productions Cost Share
Project Number	Project Title

Budgeted Item?	No	Total Amended Budget	$	1,156,513.00
		Expenses (Actual+Encum)	$	906,370.76
		Available Budget	$	250,142.24
Does item have a direct cost?	Yes	Item Cost	$	212,050.00
Is a Budget Adjustment attached?	Yes	Budget Adjustment	$	212,050.00
		Remaining Budget	$	250,142.24

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:

City of Fayetteville, Arkansas - Budget Adjustment (Agenda)

Budget Year	Division /Org2	Adjustment Number
2025	ENGINEERING (621)	
	Requestor: Chris Brown	

BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION:

Staff recommends approval of a cost share increase in the amount of $160,729 with Greater Productions, LLC for the installation of sanitary sewer and storm drainage upgrades to serve the Park Hotel and other downtown developments and approval of a budget adjustment.

COUNCIL DATE: 9/16/2025

ITEM ID#: **2025-1521**

Holly Black
8/28/2025 10:49 AM

Budget Division Date

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

JOURNAL #:

GLDATE:

RESOLUTION/ORDINANCE

CHKD/POSTED: /

v.2025826

	Increase / (Decrease)		Project.Sub#			
Account Number	Expense	Revenue	Project	Sub.Detl	AT	Account Name
TOTAL	-	-				
4470.800.8820-5809.00	(100,000)	-	02116	1	EX	Improvements - Street
4470.621.8810-5817.00	(112,050)	-	02108	1	EX	Improvements - Bridge & Drainage
4470.621.8810-5817.00	212,050	-	02108	4039.2501	EX	Improvements - Bridge & Drainage
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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 RAWN, Mayor

ATTEST:

By: _____
KARA PAXTON City Clerk-Treasurer

EXHIBIT A
Vicinity Map
Not to Scale

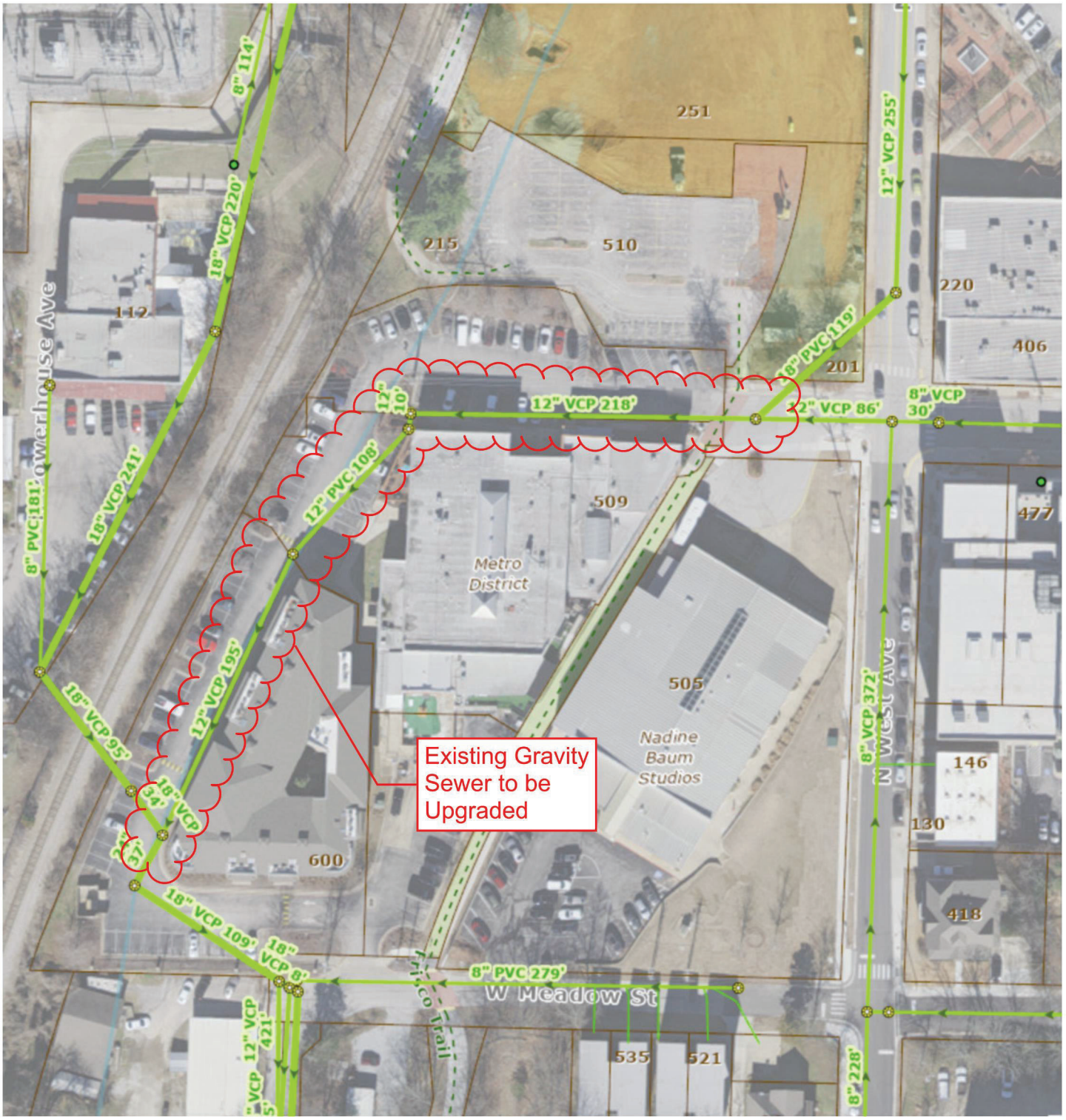


EXHIBIT B

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**

AMENDMENT #1
to the Agreement for Cost Share of
Sanitary Sewer Improvement Costs

WHEREAS, on February 18, 2025, pursuant to Resolution 56-25, the City of Fayetteville and Greater Productions, LLC entered into an Agreement for Cost Share of Sanitary Sewer Improvement Costs (the "Agreement") which provided for the City to reimburse Greater Productions, LLC 89.8% of the cost to upgrade sanitary sewer infrastructure to allow the development of property at 215 W. Spring Street and also provide for ample future capacity in the area served by the sewer main, with the City receiving reimbursement from other planned upstream developments; and

WHEREAS, as the project progressed, the City and Greater Productions found that it was necessary to install new storm drainage pipe to replace some failing infrastructure causing the total cost of the project to increase by $178,985, with the City's share of the increase amounting to $160,729.

NOW, THEREFORE, BE IT KNOWN TO ALL:

That the City of Fayetteville, Arkansas and Greater Productions, LLC on this 27 day of August, 2025, hereby agree that the Agreement for Cost Share of Sanitary Sewer Improvements shall be amended to provide for reimbursement by the City up to the amount of $1,217,242 as shown in the revised Cost Model attached hereto as Exhibit A.

The parties agree and understand that this Amendment is supplemental to their Agreement and that it does not alter, amend or abridge any of the rights, obligations, or duties of the parties not expressly addressed herein. Greater Productions, LLC agrees that it is and shall continue to be bound by the provisions of the Agreement.

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

GREATER PRODUCTIONS, LLC

By: _____
BRIAN REINDL, Manager

CITY OF FAYETTEVILLE

By: _____
MOLLY RAWN, Mayor

ATTEST:

By: _____
KARA PAXTON, City Clerk-Treasurer

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2025-1675

MEETING OF SEPTEMBER 16, 2025

TO: Mayor Rawn and City Council

THRU: Keith Macedo, Chief of Staff

FROM: Tim Nyander, Utilities Director

SUBJECT: **Budget Adjustment for the Sales Tax Inventory Items Account**

RECOMMENDATION:
Staff recommends approval of a budget adjustment in the amount of $190,000.00 to move funds to the Sales Tax Inventory Items account.

BACKGROUND:
The Sales Tax Inventory Items account within the Water & Sewer fund is currently over budget due to a large purchase of copper tubing in February that is used for water service lines.

DISCUSSION:
A budget adjustment in the amount of $190,000.00 is requested to fix the over budgeted account and to cover sales tax inventory costs for the rest of the year that will be charged to this account. Funds are available in the following accounts within the Water & Sewer fund.

Project Number	Description	Amount
15019	Utilities Technology Improvements	$47,500
02066	Backflow Protection Assemblies	$47,500
10027	Phosphorus Standards Management	$47,500
15021	Water Storage and Pump Station Maintenance	$47,500
	Total	**$190,000**

BUDGET/STAFF IMPACT:
Funds will be moved from the above-listed accounts to the Sales Tax Inventory Items account.

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

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

File #: 2025-1675

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT IN THE AMOUNT OF $190,000.00 TO MOVE FUNDS TO THE SALES TAX INVENTORY ITEMS ACCOUNT IN THE WATER & SEWER FUND

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves a budget adjustment in the amount of $190,000.00, a copy of which is attached to this Resolution, to move funds to the sales tax inventory items account in the Water & Sewer fund.

City of Fayetteville Staff Review Form

2025-1675

Item ID

9/16/2025

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

Tim Nyander	8/26/2025	WATER SEWER (720)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

Staff recommends approval of a budget adjustment in the amount of $190,000.00 to move funds to the Sales Tax Inventory Items account.

Budget Impact:

5400.720.4000-5372.00	Water and Sewer
Account Number	Fund
N/A	N/A
Project Number	Project Title

Budgeted Item?	Yes	Total Amended Budget	$	80,000.00
		Expenses (Actual+Encum)	$	166,141.30
		Available Budget	$	(86,141.30)
Does item have a direct cost?	No	Item Cost	$	-
Is a Budget Adjustment attached?	Yes	Budget Adjustment	$	190,000.00
		Remaining Budget	$	103,858.70

V20221130

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

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

Original Contract Number: _____

Comments:

City of Fayetteville, Arkansas - Budget Adjustment (Agenda)

Budget Year	Division /Org2	Adjustment Number
2025	WATER SEWER (720)	
	Requestor: Cheryl Partain	

BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION:

A budget adjustment is needed in the Water/Sewer operational G/L Account Sales Tax Inventory due to the account being over budget. The over budget was caused by the bulk copper tubing that was purchased. Copper price has increased over 50%. Budgeted funds from multiple capital projects are being moved to cover the operational overbudget.

COUNCIL DATE: 9/16/2025

ITEM ID#: **2025-1675**

Budget Division Date

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

JOURNAL #:

GLDATE:

RESOLUTION/ORDINANCE

CHKD/POSTED: /

v.2025826

TOTAL	-	-				
	Increase / (Decrease)		Project.Sub#			
Account Number	Expense	Revenue	Project	Sub.Detl	AT	Account Name
5400.720.4000-5372.00	190,000	-			EX	Sales Tax - Inventory Items
5400.720.1840-5801.00	(47,500)	-	15019	1	EX	Fixed Assets
5400.720.1840-5801.00	(47,500)	-	02066	1	EX	Fixed Assets
5400.730.5800-5801.00	(47,500)	-	10027	1001	EX	Fixed Assets
5400.720.5600-5808.00	(47,500)	-	15021	1	EX	Improvements - Water Line
	-	-				
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CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2025-1480

MEETING OF SEPTEMBER 16, 2025

TO: Mayor Rawn and City Council

THRU:

FROM: Mike Reynolds, Police Chief

SUBJECT: **Quartermaster Approved Price List and Contract Amendment**

RECOMMENDATION:
Staff recommends a resolution to approve contract amendment #1 and itemized price list with Gall's Inc. for the purchase of approved items, including but not limited to uniforms, equipment, and various quartermaster services.

BACKGROUND:
Gall's, LLC was approved in Resolution #259-23 as the quartermaster services provider on November 21, 2023. The terms of the current contract covered a period of one (1) year, with automatic renewals for up to four (4) additional one year terms. Galls, LLC is the only authorized dealer for Blauer products in the state of Arkansas, which is the department's police uniform supplier. Galls, LLC is a local distributor that maintains an inventory of the department's authorized uniform items and provides quartermaster services, including sizing, tracking, and billing of purchased items for officers.

DISCUSSION:
Contract Amendment #1 reflects a nine percent (9%) increase on selected items requested by Galls, Inc., due to continued inflationary economic conditions. All other terms of our existing contract will remain constant. The attached updated itemized price list highlights the applicable items subject to the nine percent (9%) increase.

BUDGET/STAFF IMPACT:
Existing budgeted funds in the 2025 Approved Operating Budget are estimated to cover these price increases for the remainder of fiscal year 2025. Uniform allowances and new officer uniform expenses are projected annually, and any adjustments will be included in the proposed 2026 budget. This contract amendment has no impact on staffing.

ATTACHMENTS: 3. Staff Review Form, 4. Staff Review Memo, 5. Gall's Amendment #1, 6. Resolution 259-23

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

File #: 2025-1480

A RESOLUTION TO APPROVE AMENDMENT #1 TO THE CONTRACT WITH GALL'S, LLC FOR THE PURCHASE OF UNIFORMS, EQUIPMENT, AND QUARTERMASTER SERVICES

WHEREAS, on November 21, 2023, City Council approved Resolution 259-23 approving a contract with Gall's, LLC for police uniforms, equipment, and quartermaster services; and

WHEREAS, this Amendment reflects a 9% increase on selected items requested by Galls, Inc. due to continued inflationary economic conditions.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves Amendment #1 to the contract with Gall's LLC for the purchase of uniforms, equipment, and quartermaster services.

City of Fayetteville Staff Review Form

2025-1480

Item ID

9/16/2025

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

Mike Reynolds	8/21/2025	POLICE (200)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

Staff recommends a resolution to approve contract amendment #1 and itemized price list with Gall's Inc. for the purchase of approved items, including but not limited to uniforms, equipment, and various quartermaster services.

Budget Impact:

1010.200.2940-5302.00	General
Account Number	Fund
Project Number	Project Title

Budgeted Item?	Yes	Total Amended Budget	$	263,786.00
		Expenses (Actual+Encum)	$	162,870.08
		Available Budget	$	100,915.92
Does item have a direct cost?	No	Item Cost	$	-
Is a Budget Adjustment attached?	No	Budget Adjustment	$	-
		Remaining Budget	$	100,915.92

V20221130

Purchase Order Number: _____

Previous Ordinance or Resolution # _____

Change Order Number: _____

Approval Date: _____

Original Contract Number: _____

Comments:

CITY OF
FAYETTEVILLE
ARKANSAS

CITY COUNCIL MEMO

MEETING OF SEPTEMBER 16, 2025

TO: Mayor and City Council

FROM: Mike Reynolds, Chief of Police

DATE: August 21, 2025

SUBJECT: **Quartermaster Approved Price List and Contract Amendment**

RECOMMENDATION:
Staff recommends a resolution to approve contract amendment #1 and itemized price list with Gall's Inc. for the purchase of approved items, including but not limited to uniforms, equipment, and various quartermaster services.

BACKGROUND:
Gall's, LLC was approved in Resolution #259-23 as the quartermaster services provider on November 21, 2023. The terms of the current contract covered a period of one (1) year, with automatic renewals for up to four (4) additional one year terms. Galls, LLC is the only authorized dealer for Blauer products in the state of Arkansas, which is the department's police uniform supplier. Galls, LLC is a local distributor that maintains an inventory of the department's authorized uniform items and provides quartermaster services, including sizing, tracking, and billing of purchased items for officers.

DISCUSSION:
Contract Amendment #1 reflects a nine percent (9%) increase on selected items requested by Galls, Inc., due to continued inflationary economic conditions. All other terms of our existing contract will remain constant. The attached updated itemized price list highlights the applicable items subject to the nine percent (9%) increase.

BUDGET/STAFF IMPACT:
Existing budgeted funds in the 2025 Approved Operating Budget are estimated to cover these price increases for the remainder of fiscal year 2025. Uniform allowances and new officer uniform expenses are projected annually, and any adjustments will be included in the proposed 2026 budget. This contract amendment has no impact on staffing.

Attachments:
Contract Amendment
2025 Updated Price List
Resolution #259-23

1340 Russell Cave Road
Lexington, KY 40505

08/19/2025

Via Electronic Mail

City of Fayetteville PD
Attn: FM/ Procurement Services
113 W. Mountain, Fayetteville, AR 72701.
Email: **elichty@fayetteville-ar.gov**

Re: Renewal and Price Increase Notification for Contract No: **RFP 23-17.**

Dear Procurement Services,

I hope this message finds you well. I am writing to inform you of an upcoming price adjustment for the goods and services provided by Galls under the contract name: **City of Fayetteville - Police Uniforms and Quartermaster Service - RFP 23-17.** Due to increased costs from our suppliers and changes in market conditions affecting labor, utility, and shipping costs, we find it necessary to request a price increase of **9%.**

Effective on the renewal date or the earliest effective date as per our contract terms, the price of the items listed in the attached updated price schedule will be adjusted accordingly. This increase will also apply to all other off-contract items purchased by your agency at the same rate as **9%.**

To support this request, we have enclosed the necessary documentation, including CPI/PPI indices, letters from manufacturers, and the updated contract and off-contract pricelists. We believe this adjustment is essential to continue providing the high level of service and quality you expect from Galls. All other contract terms will remain as originally executed.

Should you have any questions or require further information, please do not hesitate to contact Yves Murhula, Murhula-yves@galls.com, 859-800-1054. We value your partnership and appreciate your understanding in this matter.

Thank you for your attention to this important update.

Sincerely,

GALLS, LLC

BY: 

NAME: Mike Fadden

TITLE: CEO

DATE: 08/19/2025

CITY OF FAYETTEVILLE

BY:

NAME

TITLE:

DATE:

GALLS®
The Authority in Public Safety Equipment and Apparel

Customer: City of Fayetteville Date:07/28/2025
Attn:
Rep Name: Jack Svetich
Acct #: 1002351029

GQ Item#	MFG Model #	MFG	Description	Current Price	New Price
			Ammo Magazine Pouches	$ -	
ZB217 BW BLK 83	079-83-8-2	Safariland	Safariland Basketweave Concealment Open-Top Magazine Pouch	$ 40.00	$ 43.60
LP721 BLK STBW 83	73-83-48	Safariland	Safariland Basketweave Open-Top Double Magazine Pouch	$ 36.00	$ 39.24
LP127 STBW HS 083	77-83-48HS	Safariland	Safariland Basketweave Snap-Closure Double Magazine Pouch	$ 38.00	$ 41.42
LP738 STBW BLK 83	775-83-48	Safariland	Safariland Slim-Line Open-Top Triple Magazine Holder Basketweave	$ 29.00	$ 31.61
			Badges and Brass	$ -	$ -
BC1948	BC3343	Blackinton	Blackinton FPD Custom Badge (Pin or Clip) plus Freight	$ 98.50	$ 107.37
CB052 GLD	J63	Blackinton	Captain Collar Brass Gold	$ 8.16	$ 8.89
CB341 GLD	J104	Blackinton	Chief Collar Brass Gold	$ 29.07	$ 31.69
BX207 GLD	P602	Blackinton	Corporal Collar Brass Gold	$ 6.79	$ 7.40
CB311 15 GP 2	15LTRSGLD	Blackinton	D.R.E. Pocket Brass Gold	$ 25.93	$ 28.26
CB023 GP	J100	Blackinton	Deputy Chief Collar Brass Gold	$ 15.13	$ 16.49
BD111 GP	B568CO-GLD	Blackinton	Duty Hat Emblem "Police"	$ 54.40	$ 59.30
CZ1000 GP	A7325GLD	Blackinton	F.P.D. Collar Brass 1/2" Gold Lettering	$ 14.71	$ 16.03
CB921 GLD	P2434	Blackinton	F.T.O. Pocket Brass 3/8" Gold Lettering	$ 7.64	$ 8.33
BX219 GLD	P900	Blackinton	Lieutenant Collar Brass Gold	$ 11.89	$ 12.96
UE073 GLD	P600	Blackinton	Officer/PFC Collar Brass Gold	$ 6.79	$ 7.40

BX209 GLD	P604	Blackinton	Sergeant Collar Brass Gold	$ 7.64	$ 8.33
			Baton and Baton Holders	$ -	$ -
BA077A	52410-FPD	ASP	ASP 21" Black Expandable Baton with Foam Grip and Serial Number	$ 169.14	$ 184.36
LP244 STBW 21	35-F21-48	Safariland	Safariland Basketweave Expandable Baton Holder	$ 32.29	$ 35.20
			Belts	$ -	$ -
LP071 BW	99-X-4	Safariland	Safariland Basketweave Duty Under-Belt	$ 43.34	$ 47.24
ZM170 BW	7950	Safariland	BIANCHI ACCUMOLD ELITE BW BELT WITH VELCRO	$ 62.89	$ 68.55
LP070 BW	94-XX-4	Safariland	Safariland Basketweave Outer-Duty Belt	$ 80.74	$ 88.01
			Coats and Sweaters	$ -	$ -
JA293 DKNV	6110-PLB	Blauer	Blauer Navy Lightweight Bomber Winter Jacket with Gold "P" Buttons	$ 179.00	$ 195.11
JA293 DKNV	2X	Blauer	0	$ 196.00	$ 213.64
JA293 DKNV	3X - 4X	Blauer	0	$ 248.00	$ 270.32
	225-NV	Blauer	**Blauer Police V-Neck Fleece-Lined Sweater**	$ -	$ -
SH4243	72314-720	5.11	5.11 Tactical 1/4 Zip Job Shirts WITH NAME AN BADGE PATCH	$ 60.34	$ 65.77
JC590 DKNV	4660-NV	Blauer	Blauer Soft Shell Jacket with Velcro Nametag	$ 144.49	$ 157.50
JC590 DKNV	2X	Blauer	0	$ 158.94	$ 173.25
JC590 DKNV	3X-4X	Blauer	0	$ 187.84	$ 204.75
			Flashlights and Holders	$ -	$ -
NP362 BLK BW	22097	Safariland	Bianchi Stinger Flashlight Basketweave Holder	$ 18.91	$ 20.61
FH845 BLK AC	RL3019	MAG Instrument	Mag-Lite LED A/C Flashlight with Battery and Wall Charger	$ 116.44	$ 126.92
NP357 BLK BW	22089	Safariland	Safariland Basketweave Mag-Lite Flashlight Ring	$ 16.34	$ 17.81
FL1351 BLK	88610	Streamlight	STREAMLIGHT POLYYTAC X USB BLISTER INCLUDES 18650 BATTERY	$ 56.09	$ 61.14

FL652 AC	75811	Streamlight	Streamlight Stinger DS LED Flashlight with Battery and Charger	$ 163.19	$ 177.88
			Footwear	$ -	$ -
FT3001	FT3001	Galls	GALLS 6" HIGH GLOSS SIDE ZIP BOOT	$ 60.00	$ 65.40
FW437 BLK	C8694	WEINBRENNER SHOE	THOROGOOD CLASSIC LEATHER ACADEMY OXFORD	$ 73.09	$ 79.67
RW437 BLK	C8694	WEINBRENNER SHOE	THOROGOOD CLASSIC LEATHER ACADEMY OXFORD UNISEX	$ 73.09	$ 79.67
			Gloves	$ -	$ -
GL1024	FFTAB	Mecnaix	Black Gloves (May spend $60 per year on gloves) No hard knuckles, and only bike gloves may be fingerless	$ 20.00	$ 21.80
			Handcuff Accessories	$ -	$ -
ZB215	HK-10	Safariland	Handcuff Key	$ 27.20	$ 29.65
RS210	14L	Gall's	Pen-Style Cuff Key	$ 14.85	$ 16.19
LP177 BW HS	290-4HS	Safariland	Safariland Basketweave Double Handcuff Case	$ 51.84	$ 56.51
LP081 BW HS	90-4HS	Safariland	Safariland Basketweave Handcuff Case	$ 33.99	$ 37.05
RS1052	ZT50ea	Peerless	Standard Cuff Key	$ 2.13	$ 2.32
			Handcuffs	$ -	$ -
RS001	4710	Peerless	Peerless Chained Handcuffs	$ 28.04	$ 30.57
RS005	4801	Peerless	Peerless Hinged Handcuffs	$ 42.49	$ 46.32
RS021	350103	Smith & Wesson	Smith & Wesson Chained Handcuffs	$ 20.83	$ 22.70
RS012	350096	Smith & Wesson	Smith & Wesson Hinged Handcuffs	$ 31.44	$ 34.27
			Headwear	$ -	$ -
HW866 NAV	160-NV	Blauer	Blauer Navy Winter Skull Cap	$ 25.49	$ 27.79
TE2134	TR1000	Monadnock	Monadnock Riot Helmet with Sizing Straps	$ 180.19	$ 196.41
HD096	P9009	Premier	Rain Cover for Duty Hat	$ 5.09	$ 5.55
HW510		Midway	Serge 8-Point Navy Duty Hat ***NEW STYLE***	$ 51.84	$ 56.51

UE076 GLD	P8004	Premier	Snake Style Gold Cap Strap (Duty Hat Accessory)	$ 12.74	$ 13.89
			Holders - Misc	$ -	$ -
CP088	10017	Saunders MFG	Holder, Form & Clipboard	$ 43.34	$ 47.24
ZB947	10003	Saunders MFG	Holder, Ticket Book	$ 31.44	$ 34.27
BD037 BLK 502	107BK	Perfect Fit	Recessed Badge Bifold Wallet	$ 32.29	$ 35.20
BD343 BLK CSTM	105BK	Perfect Fit	Recessed Badge Wallet	$ 48.44	$ 52.80
BD023 BLK 502	716BK	Perfect Fit	Recessed Belt Clip Badge Holder	$ 25.49	$ 27.79
MB1051	E10-3021B	Eleven 10	Rigid Tourniquet Case for CAT G7	$ 33.14	$ 36.12
			Holsters	$ -	$ -
LP427	410500BK	Vista	Blackhawk Serpa Holster	$ 45.04	$ 49.10
LP415 SBLH 6832	6360-6832-482	Safariland	Safariland Basketweave Duty Holster (Left-Hand) WITH LIGHT	$ 160.00	$ 174.40
LP415 SBRH 6832	6360-6832-481	Safariland	Safariland Basketweave Duty Holster (Right-Hand) WITH LIGHT	$ 160.00	$ 174.40
LP610 STX LH/RH 6832	6378-6832-411/412	Safariland	Safariland Holster Glock 35 with Light (Comes with Belt Loop and Paddle Back)	$ 62.00	$ 67.58
LP610 STX LH/RH 683	6378-683-411/412	Safariland	Safariland Holster Glock 35 without Light (Comes with Belt Loop and Paddle Back)	$ 51.00	$ 55.59
LP288 PRH	GG-B716-G27/G27L	GOULD & GOODRICH	Bootlock Ankle Holster (G27) (Only officers authorized to carry a secondary duty weapon may purchase)	$ 97.00	$ 105.73
LP139 BLK	N38BJE1Z0	DE SANTIS HOLSTER	Nemesis Pocket Holster (G27) (Only officers authorized to carry a secondary duty weapon may purchase)	$ 21.00	$ 22.89
LP1823 TAN	106NAE1Z0	DE SANTIS HOLSTER	Soft Tuck Righthand Inside-Waist Holster (G27) (Only officers authorized to carry a secondary duty weapon may purchase)	$ 32.00	$ 34.88

LP826 TAN	106NBE1Z0	**DE SANTIS HOLSTER**	Soft Tuck Lefthand Inside-Waist Holster (G27) (Only officers authorized to carry a secondary duty weapon may purchase)	$ 32.00	$ 34.88
	Glock 27		**Gladius Vest Holster (G27) (Only officers authorized to carry a secondary weapon may purchase)**	$ -	$ -
			Keepers	$ -	$ -
LP137 BW HS	62-4-4HS		Safariland Basketweave Keepers (4-Pack)	$ 27.19	$ 29.64
			Nameplate	$ -	$ -
NT084 GLD PLSH CB	69		Name Plates 3/8" by 2.25" with First Initial and Full Last Name	$ 21.24	$ 23.15
			Pepper Spray and Holders	$ -	$ -
ZB021 STBW HS 4	38-4-48HS		Safariland Basketweave Pepper Spray Holder	$ 31.44	$ 34.27
			Protective Concealment Vests	$ -	$ -
BP1481		**Point Blank**	Point Blank Omega plate 7*9 ICW	$ 332.25	$ 362.15
BP1479		**Point Blank**	Point Blank Omega plate 7*9 ICW FEMALE	$ 332.25	$ 362.15
BP1480		**Point Blank**	Point Blank Omega Plate 8*10	$ 392.50	$ 427.83
BL636	**HL6ABDCS0M**	**Point Blank**	Point Blank Body Armor Type IIIA Protective Vest with Extra Carrier	$ 999.00	$ 1,088.91
			Radio and Accessories	$ -	$ -
AP1478	EP4034	**Ear Phone Connection**	Cougar APX6000 Patrol Earpiece Kit	$ 81.34	$ 88.66
AP943	EP-E	**Ear Phone Connection**	Ear Mold Kit	$ 8.32	$ 9.07
AP1192	EPF	**Ear Phone Connection**	Fin Ear Tip	$ 8.55	$ 9.32
ZA2868	EP1089SC	**Ear Phone Connection**	Kenwood Listening Earpiece	$ 26.77	$ 29.18
LP005 BLK STX 48	762-5-48	**Safariland**	Safariland Basketweave Swivel Radio Holder	$ 45.89	$ 50.02
UN195	TMK		Tactical Mic Keeper	$ 10.45	$ 11.39

			Raingear	$ -	$ -
RW224	9134	**Blauer**	Blauer Rain Gear Pants	$ 187.00	$ 203.83
Rw224	2X	**Blauer**		$ 205.00	$ 223.45
Rw224	3X-4X	**Blauer**		$ 230.00	$ 250.70
RW1149S	9791 53 30 LO6644/LO44	**Blauer**	Blauer Rain Gear Short Jacket	$ 282.00	$ 307.38
RW1149S	2X,3X,4X, and Tall	**Blauer**	Blauer Rain Gear Short Jacket	$ 318.00	$ 346.62
			Shirts	$ -	$ -
RTNVAS	SOCSE		Attach Patch / Attach Rank Sleeve ONLY WHEN BROUGHT IN RTNVAS	$ 1.91	$ 2.99
					$ -
UN251 BLK	8120X	**Blauer**	Blauer Crew Neck Black Shirt (3 per year)	$ 29.74	$ 32.42
SH440 DKNV	8436-NV	**Blauer**	Blauer Long-Sleeve Navy Super Shirt	$ 106.00	$ 115.54
SH440 DKNV	18 and up	**Blauer**		$ 115.00	$ 125.35
ST463 BLK	8110X	**Blauer**	Blauer Mock Neck Black Shirt (3 per year)	$ 38.24	$ 41.68
UA521 NAV	45015	**Blauer**	Blauer Navy Necktie (Clip-On)	$ 11.05	$ 12.04
SH441 DKNV	8446-NV	**Blauer**	Blauer Short-Sleeve Navy Super Shirt	$ 97.74	$ 106.54
SW2245	1343244/1343321	**Under Armour**	Coldgear Tactical Mock Turtle	$ 51.00	$ 55.59
		Under Armour	Under Armor Cold Gear Crew Shirt (2 per year)	$ -	$ -
UA961	1216007/1235253	**Under Armour**	Under Armor Heat Gear T-Shirt (2 per year)	$ 21.24	$ 23.15
SH441 DKNV	3X,4X Reg /LNG	**Blauer**		$ 114.00	$ 124.26
BP2867	8360XP	**Blauer**	BLAUER FLEXRS ARMOR CARRIER	$ 131.74	$ 143.60
SH3593 DKNV	8362	**Blauer**	BLAUER FLEXRS BASE SHIRT SHORT SLEEVE	$ 63.00	$ 68.67
SH3593 DKNV	3X, 4X Reg, LNG	**Blauer**	BLAUER FLEXRS BASE SHIRT SHORT SLEEVE	$ 74.00	$ 80.66
SH3594 DKNV	8361	**Blauer**	BLAUER FLEXRS BASE SHIRT LONG SLEEVE	$ 70.00	$ 76.30
SH3594 DKNV	3X, 4X Reg, LNG			$ 94.00	$ 102.46
SH3592 DKNV	8676	**Blauer**	BLAUER FLEXRS SUPER SHIRT SHORT SLEEVE	$ 75.00	$ 81.75
SH3592 DKNV	3X,4X Reg /LNG			$ 90.00	$ 98.10

SH3591 DKNV	8671	**Blauer**	BLAUER FLEXRS SUPER SHIRT LONG SLEEVE	$ 79.00	$ 86.11
Sh3591 DKNV	18			$ 87.00	$ 94.83
UA707 BLK	1005684/1343357	**Under Armour**	Under Armor Tech Tee Loose Fit Black	$ 21.24	$ 23.15
			Trousers/BDU Pants	$ -	$ -
TR2058 DKNV	8560-NV	**Blauer**	Blauer 4-Pocket Navy Uniform Trousers (Dress)	$ 103.50	$ 112.82
TR2058 DKNV	44-60			$ 113.00	$ 123.17
TR2056 DKNV	8565-NV	**Blauer**	Blauer 6-Pocket Navy Uniform Trousers (Cargo)	$ 118.00	$ 128.62
TR2056 DKNV	44-60			$ 129.00	$ 140.61
		Blauer	Blauer/MP Black Long Underwear (3 per year)	$ -	$ -
TR909	74369	**5.11**	Men's 5-11 Stryke Pants (2 per Year in Khaki or Dark Navy)	$ 68.00	$ 74.12
TR980	64386	**5.11**	Women's 5-11 Stryke Pants (2 per Year in Khaki or Dark Navy)	$ 68.00	$ 74.12
TR2253 DKNV	8665/8665W	**Blauer**	Blauer FLEXRS 6 pocket ripstop cargo pants	$ 84.99	$ 92.64
	HEM		**Hem Pants ONLY WHEN PANTS ARE BROUGHT IN RTNVAS**	$ 4.46	$ 4.99
			Whistle and Chain	$ -	$ -
UE064 BRS	**P4916**	**Premier**	Premier Gold Whistle	$ 8.92	$ 9.72
UE063 GLD	**P4910**	**Premier**	Premier Gold Whistle Chain	$ 5.94	$ 6.48
BX183 GLD	**P4900**	**Premier**	Premier Gold Whistle Holder	$ 5.94	$ 6.48
			Misc Items	$ -	$ -
HS132 YEL	**343P**	**Blauer**	ANSI Zipper Traffic Vest (Yellow)	$ 59.49	$ 64.85
NT170 GLD	**P10006**	**Premier**	Better Clutches Gold	$ 2.54	$ 2.77
FA240 BLK	**30-0001**	**North American Rescue**	Combat Application Tourniquet (CAT) G7	$ 27.19	$ 29.64
SP412 BLK	**181/204-3**	**Pro Feet**	Cotton Crew Socks (3-Pack)	$ 16.98	$ 18.51
BB023 FAYPD	**PBG-081FPD**	**Premier**	Embroidered FPD Tote Bag	$ 57.79	$ 62.99
LT013	**GALLA025**	**Pro Lock**	Lock Jock / Slim Jim	$ 18.50	$ 20.16
NT171	**P10005**	**Premier**	Rubber Clutches	$ 2.54	$ 2.77
UA663		**Premier**	Shirt Stays (Clip or Belt Style), Limit 2 per year up to $20/each	$ 12.74	$ 13.89

EW2135 BLK	1731100101	Tifosi Optics	TIFOSI ORDNANCE 2.0 TACTICAL W/SMOKE/HC RED/CLEAR SAFETY INTERCHANGE LENSES	$ 67.96	$ 74.07
BG1820 BLK	56563-019	5.11	5.11 Tactical RUSH 24 2.0 Backpack	$ 115.59	$ 125.99
LE132	MFC100	Sirchie	Sirchie Fingerprint kits	$ 29.74	$ 32.42
			Detective/Comm un. Policing/Training /Admin Division	$ -	$ -
JA935 BLK	48112	5.11	5.11 Sabre Jacket with Hidden "Police" Panel	$ 230.34	$ 251.07
UE029 BLK GRY	E803	Premier	Premier Emblem Police back patch on pull down	$ 5.09	$ 5.55
LP427 BK(RH/LH) MT G17	410500BK	Vista Outdoor	Blackhawk Serpa Holster	$ 45.04	$ 49.10
BD023 BLK 502	716BK	Perfect Fit	Recessed Belt Clip Badge Holder	$ 25.49	$ 27.79
LP610 STX LH/RH 6832	6378-6832-411/412	Safariland	Safariland Holster Glock 35 with Light (Comes with Belt Loop and Paddle Back) G23 6378-2832-411/412	$ 62.00	$ 67.58
LP610 STX LH/RH 683	6378-683-411/412	Safariland	Safariland Holster Glock 35 without Light (Comes with Belt Loop and Paddle Back) G23 6378-283-411/412	$ 61.00	$ 66.49
LP610 STX LH/RH 2832	6378-2832-411/413	Safariland	Safariland Holster Glock 23 with Light (Comes with Belt Loop and Paddle Back) G23 6378-2832-411/413	$ 62.00	$ 67.58
LP610 STX LH/RH 283	6378-283-411/414	Safariland	Safariland Holster Glock 23 without Light (Comes with Belt Loop and Paddle Back) G23 6378-283-411/414	$ 51.00	$ 55.59
ZA964 SP 83	573-83-411/412		Safariland Single Magazine + Cuffs	$ 46.74	$ 50.95
			Motor Uniforms	$ -	$ -
BX163 GOLD	P2910	Premier	Blackinton Gold Wheel & Wing Pin (Motor)	$ 8.49	$ 9.26

RW618A YEL	26950-50	Blauer	Blauer Motor Rain Jacket Hi-Vis Yellow with "Police"	$ -	$ -
RW014 YEL	134-1	Blauer	Blauer Motor Rain Pant Hi-Vis Yellow with Stirrups	$ 93.49	$ 101.91
SH440 DKNV	8436-NV	Blauer	Blauer Super Shirt Long-Sleeved Navy	$ 110.49	$ 120.44
SH441/SH442 DKNV	8446-NV	Blauer	Blauer Super Shirt Short-Sleeved Navy (x3)	$ 97.74	$ 106.54
			Motor Gloves, $60 per year allowance, No hard knuckles, No fingerless		$ -
			Bike Uniforms	$ -	$ -
			Black Bike Shoes (Officers may spend $200 per year on footwear.)	$ -	$ -
GL1024	FFTAB	Mechanix	Motor Gloves, $60 per year allowance, No hard knuckles, No fingerless	$ 20.00	$ 21.80
TJ228/TR1654 D	8822Z-NV	Blauer	Blauer Bike Zipoff Pants	$ 110.49	$ 120.44
JC590 DKNV	4660-NV	Blauer	Blauer Soft Shell Jacket with Velcro Nametag	$ 144.49	$ 157.50
JC590 DKNV	2X	Blauer	0	$ 158.94	$ 173.25
JC590 DKNV	3X-4X	Blauer	0	$ 187.84	$ 204.75
SH1650 DKNV	8165-NV	Blauer	Blauer Streetgear Long-Sleeve Shirt	$ 72.24	$ 78.74
SJ417 DKNV	8160-NV	Blauer	Blauer Streetgear Short-Sleeve Shirt	$ 67.99	$ 74.11
UE032 BLK GRY	E820	Premier	Premier Emblem Police Back Patch	$ 9.34	$ 10.18
UB985N/UX406	Nametag / Velcro	Gall's	Embroidered Nametag with Velcro Backing	$ 7.65	$ 8.34
EW339 BLK	SDK115	Wolf Peak	KHOR Copper Lens Safety Glasses with lense pack	$ 16.14	$ 17.59
EW2135 BLK	1731100101	Tifosi Optics	TIFOSI ORDNANCE 2.0 TACTICAL W/SMOKE/HC RED/CLEAR SAFETY INTERCHANGE LENSES	$ 67.96	$ 74.07
			K-9 Uniforms	$ -	$ -
SG274 MDNV	72074-MDNV	5.11	5.11 Stryke PDU Class B Long Sleeve Shirt	$ 77.34	$ 84.30
TT350 MDNV	74427-MDNV	5.11	5.11 Stryke PDU Class B Pant	$ 77.34	$ 84.30

SG277 MDNV	71038-MDNV	5.11	5.11 Stryke PDU Class B Short Sleeve Shirt	$ 73.09	$ 79.67
CB177GLD Pair	C501S	Smith & Warren	K-9 Pocket Brass 3/8" Gold Lettering	$ 25.16	$ 27.42
			Honor Guard Uniforms	$ -	$ -
LP239	B111-LC	DON HUME	Hi-Gloss Honor Belt	$ 56.74	$ 61.84
ZL679 CL	S110C	DON HUME	Hi-Gloss Honor Strap (Suicide Belt)	$ 70.86	$ 77.24
JC631	19B8196	FECHHEIMER	Honor Guard Blazer	$ 967.00	$ 1,054.03
UE072 GLD GLD	P6009	Premier	Honor Guard Cord for Jacket	$ 17.84	$ 19.45
ZL680 CL BRS	S507C	DON HUME	Honor Guard Dee Ring	$ 16.31	$ 17.78
HW901 WHT	R-13W	Keystone	Honor Guard Hat	$ 101.96	$ 111.13
LP127 CL BRS 83	77-83-9B	Safariland	Honor Guard Magazine Pouch	$ 51.85	$ 56.52
GL1449 WHT	P7009E	Premier	Honor Guard Gloves (White)	$ 5.94	$ 6.48
BE082	E1076	Premier	Blue Line Mourning Band	$ 1.69	$ 1.84
CZ1000 GP	A7325GLD	Blackinton	F.P.D. Collar Brass 1/2" Gold Lettering	$ 14.71	$ 16.03
BD111	B568CO-GLD	Blackinton	Duty Hat Emblem "Police"	$ 54.40	$ 59.30
TR695 DKNV	28P8696	FECHHEIMER	Honor Guard Pants	$ 178.49	$ 194.56
FW663 BLK	510-8	Rocky	Honor Guard Shoes	$ 90.94	$ 99.13
			ERT Uniforms	$ -	$ -
BY612	PLT341MCEC	Point Blank	**LVL III STAND ALONE PLATE SHOOTERS CUT 10X12 (30260-1)**	$ 778.00	$ 848.02
EW2135 BLK	1731100101	Tifosi Optics	TIFOSI ORDNANCE 2.0 TACTICAL W/SMOKE/HC RED/CLEAR SAFETY INTERCHANGE LENSES	$ 67.96	$ 74.07
TE577 BLK	808300BK	Vista Outdoor	ERT Advanced Tactical Knee Pads	$ 29.74	$ 32.42
			ERT GLOVES BLK, OD GRN, TAN ($75 OR LESS)	$ -	$ -
CB796 GP	A10315GLD	Blackinton	ERT Pocket Brass 3/8" Gold Lettering	$ 14.71	$ 16.03
TE537 BLK	802600BK	Vista Outdoor	ERT Tactical Elbow Pads	$ 19.54	$ 21.30
TR909	74369 TDU GRN	5.11	STRYKE 5.11 PANTS TDU GRN	$ 68.00	$ 74.12
BP2740 RGRN	SRVZE3CS0J	Point Blank	**SRV COMPLETE VEST W/ AXIIIA BALLISTICS**	$ 2,462.00	$ 2,683.58

SH2489	72194-190	5.11	511 RAPID ASSAULT SHIRT W/ POLICE ON BACK	$ 65.44	$ 71.33
HW426 GRN	89260-190	5.11	5.11 ADJUSTABLE UNIFORM HAT GRN	$ 9.34	$ 10.18
EY18157	EY18157	Gall's	LOGO FOR HAT	$ 9.67	$ 10.54
			Tan Boot ($200 maximum allowed per year for footwear)	$ -	$ -
			CNT Uniforms	$ -	$ -
JA935 BLK	48112	5.11	5.11 Sabre Jacket (With hidden "Police" Panel)	$ 230.34	$ 251.07
LP610 STX	6378-6832-411/412	Safariland	Safariland Holster Glock 35 with Light (Comes with Belt Loop and Paddle Back)	$ 62.00	$ 67.58
LP610 STX	6378-683-411/412	Safariland	Safariland Holster Glock 35 without Light (Comes with Belt Loop and Paddle Back)	$ 51.00	$ 55.59
ZA964 SP	573-83-411/412		Safariland Single Magazine + Cuffs	$ 46.74	$ 50.95
BP3803 BLACK	O3SM00BV0J		**Tailored Armor Carrier (TAC) with Velco "Police" Panels**	$ 331.50	$ 361.34
			CSI/CST Uniforms	$ -	$ -
JA935 BLK	48112	5.11	5.11 Sabre Jacket CSI Panel added separate	$ 230.34	$ 251.07
TT350 MDNV	74427-MDNV	5.11	5.11 Stryke PDU Class B Pant	$ 77.34	$ 84.30
Ft3001	Ft3001	Galls	GALLS 6" HIGH GLOSS SIDE ZIP BOOT	$ 60.00	$ 65.40
			Black Gloves, No hard knuckles, No fingerless	$ -	$ -
HD166 NAV	160-NV	Blauer	Blauer Navy Winter Skull Cap	$ 26.34	$ 28.71
SR778 NAV		Tru-Spec	Men's Embroidered Short-Sleeve Tru-Spec Performance Polo Rt chest 1st initial last name, Lf chest 2 line Crime Scene Technician	$ 33.99	$ 37.05

ST278 BLK		Tru-Spec	Men's Embroidered Long-Sleeve Tru-Spec Performance Polo Rt chest 1st initial last name, Lf chest 2 line Crime Scene Technician	$ 38.24	$ 41.68
SR779		Tru-Spec	Women's Embroidered Short-Sleeve Tru-Spec Performance Polo Rt chest 1st initial last name, Lf chest 2 line Crime Scene Technician	$ 33.99	$ 37.05
ST276 BLK		Tru-Spec	Women's Embroidered Long-Sleeve Tru-Spec Performance Polo Rt chest 1st initial last name, Lf chest 2 line Crime Scene Technician	$ 38.24	$ 41.68
TR909	74369-KHAKI/DKNVY	5.11	Men's 5-11 Stryke Pants (Khaki or Dark Navy)	$ 68.00	$ 74.12
BP3803 BLACK	O3SM00BV0J		Tailored Armor Carrier (TAC) with Velco "CSI" Panels	$ 331.50	$ 361.34
TR980	64386-KHAKI/DKNVY	5.11	Women's 5-11 Stryke Pants (Khaki or Dark Navy)	$ 68.00	$ 74.12
			Captains and Up	$ -	$ -
TR2058/TR2063 DKNV	8560-NV	Blauer	Blauer 4-Pocket Navy Uniform Trousers (Dress)	$ 103.50	$ 112.82
					$ -
UA521	45015		Blauer Navy Necktie (Clip-On)	$ -	$ -
SR778FV	4436/4340/4242	Tru-Spec	Men's Embroidered Short-Sleeve Tru-Spec Performance Polo with Badge and Name (2 per Year in Black, Navy, or White)	$ 43.00	$ 46.87
ST278FV	4406/4409	Tru-Spec	Men's Embroidered Long-Sleeve Tru-Spec Performance Polo with Badge and Name (2 per Year in Black or Navy)	$ 47.00	$ 51.23

SR779FV	4375/4376	Tru-Spec	Women's Embroidered Short-Sleeve Tru-Spec Performance Polo with Badge and Name (2 per Year in Black or Navy)	$ 43.00	$ 46.87
ST276FV	4420/4421	Tru-Spec	Women's Embroidered Long-Sleeve Tru-Spec Performance Polo with Badge and Name (2 per Year in Black or Navy)	$ 47.00	$ 51.23
JA380 NAV	38800	FECHHEIMER	Navy Dress Coat	$ 226.90	$ 247.32
UZ8032	20916-12	Premier	Should Board with Gold Rank Bars	$ 13.18	$ 14.36
SH738 WHT	8431w-WH	Blauer	White Long-Sleeve Dress Shirt women	$ 55.24	$ 60.21
SH737 WHT	8421W-WH	Blauer	White Short-Sleeve Dress Shirt women	$ 46.74	$ 50.95
SH734 WHT	8431-WH	Blauer	White Long-Sleeve Dress Shirt	$ 55.24	$ 60.21
SH733 WHT	8421-WH	Blauer	White Short-Sleeve Dress Shirt	$ 46.74	$ 50.95
			Soft Uniforms	$ -	$ -
SR778FV	4436/4340/4242	Tru-Spec	Men's Embroidered Short-Sleeve Tru-Spec Performance Polo with Badge and Name (2 per Year in Black, Navy, or White)	$ 43.00	$ 46.87
ST278FV	4406/4409	Tru-Spec	Men's Embroidered Long-Sleeve Tru-Spec Performance Polo with Badge and Name (2 per Year in Black or Navy)	$ 47.00	$ 51.23
SR779FV	4375/4376	Tru-Spec	Women's Embroidered Short-Sleeve Tru-Spec Performance Polo with Badge and Name (2 per Year in Black or Navy)	$ 43.00	$ 46.87

ST276FV	4420/4421	Tru-Spec	Women's Embroidered Long-Sleeve Tru-Spec Performance Polo with Badge and Name (2 per Year in Black or Navy)	$ 47.00	$ 51.23
TR909	74369-KHAKI/DKNVY	5.11	Men's 5-11 Stryke Pants (2 per Year in Khaki or Dark Navy)	$ 68.00	$ 74.12
TR980	64386-KHAKI/DKNVY	5.11	Women's 5-11 Stryke Pants (2 per Year in Khaki or Dark Navy)	$ 68.00	$ 74.12

1340 Russell Cave Road
Lexington, KY 40505

Dear Valued Customer,

At Galls, we remain deeply committed to providing the highest quality products and services to customer partners like you. As we enter 2025, the economic landscape is evolving, presenting new opportunities and challenges for businesses across all industries. While inflationary pressures have shown signs of stabilizing, the costs associated with materials, transportation, and labor remain elevated - compelling us to implement some necessary adjustments. We want to be transparent about the factors influencing pricing adjustments needed to maintain the level of service you expect from us.

Broader Economic Indicators
The rate of inflation has created broader economic pressures, resulting in increased costs across various sectors. We have worked diligently to manage these challenges by improving our operational efficiencies, renegotiating with suppliers, and exploring innovative solutions to limit the impact on you. We are making necessary adjustments to our pricing to sustain the level of service and quality that aligns with your performance standards.

Supplier Costs
Our industry-leading partners and suppliers have been compelled to realign their pricing structures, often passing on double-digit increases on a wide range of products in our catalog from uniforms to tactical gear.

Logistics Challenges
Ongoing global supply chain disruptions and rising operational costs continue to exert significant upward pressure on transportation expenses. These challenges, driven by factors such as rising fuel prices, increased demand, and logistical complexities, show no signs of easing. As a result, this year marks a 3.5% increase in freight shipping costs from major providers.

Labor and Talent Management
We are committed to providing a skilled and motivated workforce to serve our heroes on the frontlines in the public safety industries we proudly serve. The competitive labor market, coupled with rising wages and increasing benefits' costs, has compelled more investment to attract and retain top talent.

Forward in Unity
Our blended cost increase in 2025 is approximately 4%. Recognizing the challenges these adjustments may present to your organization, we approach them with the utmost consideration. Our unwavering priority is to uphold the exceptional service and superior products that have earned your trust throughout our partnership.

We are immensely appreciative for your continued collaboration, and we remain dedicated to supporting you as we navigate these economic challenges together. Our team is here to assist you through these changes and ensure that we continue to exceed your expectations.

Thank you for your unwavering trust and partnership.

Mike Fadden
Chief Executive Officer Galls, LLC

5.11 Global Innovation Center
3150 Bristol Street, 3rd Floor
Costa Mesa, CA 92626 USA
949.800.1511

June 5th, 2025

To Our Professional Customers,

At 5.11, we're committed to delivering purpose-built gear that performs when it counts. As material, transportation and receipt costs continue to shift globally, we've made careful updates to product pricing to reflect these changes and ensure we're offering the best possible value across our lineup.

You'll see price adjustments on items — averaging 10-12% - aimed at keeping our products competitive, durable, and mission-ready. We remain focused on making 5.11 gear accessible to as many customers as possible, without compromising on the quality, innovation, service and supply you expect from us.

The 5.11 Professional Sales team will continue to work with your agency and our distribution partners to ensure that you have the 5.11 product you need, when you need it.

We appreciate your continued support and look forward to continuing to serve those who live the motto: Always Be Ready.

Thank you for being a vital part of the 5.11 mission.

Sincerely,

Brian M. Tripp
VP, US Wholesale

WORKWEAR OUTFITTERS

May 2, 2025

Dear Valued Customers,

As a follow-up to our Tariff update on April 8, we are experiencing the real costs of tariffs, and it appears the tariffs are not going to be removed in the near term. Tariffs are currently 10% on many countries where we source products (and even higher rates for some countries), which we've been absorbing since they were enacted. Our organization continues to work with our suppliers to minimize the cost impact while keeping goods flowing smoothly to you.

Based on the changes we have already made to limit the impact, the blended tariff surcharge will be 3% for both FR Brands (Bulwark & Workrite Fire Service) and our Industrial (non-FR) brands (Red Kap, Dickies, & Horace Small). The tariff surcharge for Footwear will be 10%.

Starting June 1, 2025, the surcharge will be reflected on separate line items on your invoice (Industrial, FR, and Footwear), allowing for transparency on tariff-related costs. No pre-book orders will be accepted prior to June 1, 2025. To ensure you continue receiving the best service and value, we will evaluate and modify these surcharges every 90 days to reflect evolving tariff policies and our supply chain modifications. When the tariffs are eliminated, we will eliminate the surcharge.

As always, thank you for your business and long-standing partnership as we navigate this volatile time together.

Sincerely,

Brett Barthel
VP Sales

RED KAP 1923 · Bulwark FR · Dickies · FR Workrite Fire Service · Horace Small · Kodiak · Terra · Liberty Est 1919 · Image Authority · Work Authority · CritiCore · odbé

BETTER PREPARED TO RESPOND FIRST TACTICAL

April 22,2025

To Our Valued Partners,

We want to keep you informed about the recent tariff changes and their impact on First Tactical's supply chain. We are closely monitoring these developments and understand the challenges that additional tariffs create for the public safety professionals that we serve.

Over the last decade, we've broadened and diversified our global supply chain. Many of our core products are now produced in multiple countries, giving us the flexibility to better respond to shifting market conditions and geopolitical challenges.

However, due to the continued uncertainty in the market—particularly around tariff surcharges—we will be implementing a price increase effective July 1, 2025. The exact amount is still under evaluation and will be communicated as soon as possible via an updated price list.

We recognize the challenges this presents as you work to plan and forecast. Our goal is to provide as much lead time as possible and to maintain full transparency throughout the process. There will be no decrease to your dollar margins, they will remain consistent. Despite these changes, our commitment to delivering consistent value, service, and product quality remains unchanged.

We truly appreciate your continued partnership as we navigate this evolving situation together. Our shared commitment to serving public safety professionals remains at the center of everything we do.

All the best,

Bob Denny
President
First Tactical

Matt Sinclair
Vice President
First Tactical

April 29, 2025

Re: Blauer 2025 price increases

To Whom It May Concern:

From calendar year 2024 to 2025 Blauer increased our prices by an average of roughly 2%. These increases went into effect January 1, 2025 and were necessary to cover labor and materials cost increases.

Respectfully,

Thomas W. Ames
tames@blauer.com
Vice President
Business Development
617-648-4245

THE SAFARILAND GROUP

Safariland, LLC

13386 International Parkway
Jacksonville, FL 32218
904-741-5400

December 16, 2024

Re: Price Increase

Dear Valued Distributor,

As you are aware, volatility and inflation in the global economy continue to impact businesses everywhere and have resulted in significant increases in the cost of raw materials, labor and logistics. While we are working diligently to minimize the impact on our customers by partnering with suppliers and improving our own efficiencies, we are unfortunately not immune to these pressures.

As a result, we issued new pricing along with our 2025 programs that include price increases across all product lines. Most of the increases range from 3-6% however, some specific products may be impacted even more due to specific circumstances or supply chain challenges.

We value your support as we work to minimize these impacts but remain committed to producing products of uncompromising quality in order to keep our first responders safe. Should you have any questions, please feel free to contact our Account Manager or Regional Sales Director.

Regards,

Jason Brown
Director, Business Operations

WORKWEAR OUTFITTERS

December 3rd, 2024

As we enter 2025 and monitor global supply pressures, the volatility in many areas of the world have stabilized. Over the past couple of years, Workwear Outfitters has been able to mitigate many cost pressures. However, while inflation has moderated since the Covid years cost pressures around labor, utilities and freight remain.

I am pleased to let you know that Dickies will not be raising prices, while RedKap and Bulwark and Horace Small will have a nominal increase ***averaging*** *2.5 – 3% effective February 1, 2025.*
Net price files will be available and forwarded over the coming weeks.
Thank you for your business and we look forward to helping you grow throughout the year.

Best Regards
Brett Barthel
Vice President - Sales

GOULD™
&GOODRICH

709 East McNeill Street · Lillington, NC 27546 USA
TEL 910.893.2071 or 800.277.0732 · Fax 910.893.4742
gouldusa@gouldusa.com · www.GouldUSA.com

A PASSION FOR PROTECTION

December 16, 2024

Galls
Attn: David Frye
1340 Russell Cave Rd.
Lexington, KY 40505

Re: 2025 Pricing

Dear Dave,

Further to your request, this letter is to confirm that on January 1, 2025 we will implement a 3% price increase on all Gould & Goodrich products. This increase is driven by increases in raw materials and labor.

In order to provide time for Galls to implement these changes, we will plan on implementing this increase on April 1, 2025 for all Galls orders.

Please feel free to contact me should you have any questions or require further assistance.

Sincerely,

Scott Nelson
President

2102 SW 2nd Street
Pompano Beach, FL 33060
www.pointblanksolutionsinc.com
Nationwide 800-413-5155
Phone 954-630-0900
Fax 954-630-9225

January 14, 2025

Galls, LLC
Attn: Lou Jaeger
17600 Fabrica Way
Cerritos, CA 90703

RE: Los Angeles County Body Armor Price Increase

Mr. Jaeger:

As discussed in the letter dated November 11th, 2024, your 2025 cost on the AXBIIIA ballistic package with carriers and trauma plate that you currently sell to the Los Angeles County Sheriff's Department has increased by 6.73%. Other items that are increasing in cost are the soft trauma insert, if purchased alone, which will go up by 5.56% and the 10260 Level III 10"x12" rifle plate, which will increase by 3.06%. Lastly, the custom LASD Patrol Outer Carrier will increase in cost by .99%.

Should you have any questions or need additional information, please do not hesitate to contact my office at chirt@pbearmor.com or (954)529-0039.

Respectfully,

Chris Hirt

Chris Hirt | Manufacturers Representative | Point Blank Enterprises, Inc.
2102 SW 2nd Street Pompano Beach, FL 33069
Cell: (954)529-0039 | Email: chirt@pbearmor.com
www.pointblankenterprises.com | www.eliteproven.com

Fechheimer

December 9, 2024

Galls
Lexington, Ky

Re: 2025 Price Increase Letter

To Whom It May Concern;
This letter is to confirm that on January 1, 2025 there will be a price increase on our Flying Cross and Vertx products of approximately 2.5%. The price increase is a result of increases in materials, trim, labor, and overhead.

If there are any questions or additional information that is needed please feel free to contact me.

Sincerely,

Brian Duffy
VP, Customer Service
513.792.1648

RE: 2025 Price Increase

October 24, 2024

Dear Valued First Tactical Partners,

At First Tactical, our commitment to delivering exceptional value, product availability, and quality uniforms to public safety professionals remains unwavering. Recently, we've observed increases in shipping, labor, and material costs due to global factors. Despite these challenges, we have stayed true to our promise of stocking "Narrow and Deep" as we continue to grow our brand. Thanks to our enhanced purchasing strategy, we've worked closely with our factories and shipping partners to keep costs manageable.

After careful consideration, we want to inform you that we will be implementing modest price increases on a limited number of styles as we enter 2025. This decision enables us to maintain our overall pricing stability while continuing to provide high-quality products that meet your needs and are offered at a competitive price. In addition, our Minimum Advertised Price (MAP) will also rise to ensure that your profit margins remain consistent. Notably, within our top 10 styles, only 4 styles will be affected by this price increase. We truly appreciate the trust and collaboration we've built with our dealers and the agencies we serve.

As we approach the upcoming fall and winter business reviews, we look forward to seeing the growth we can achieve together. During these discussions, we will closely examine year-to-date numbers and may adjust discount levels to align with your dealer contract volume requirements. We believe this collaborative approach will benefit both parties.

We will continue our Quarterly "Fill the Cubes" Program, which helps us anticipate and meet your needs. This program is designed to accommodate orders of any size, with the flexibility to adjust purchases as needed up to 30 days prior to shipping. Please feel free to reach out to your Sales Business Development Manager or your First Tactical Customer Service Representative for assistance in placing your order.

Thank you for your understanding and continued partnership with First Tactical. We look forward to supporting you in 2025 and the years to come.

All the best,

Bob Denny
President
First Tactical, LLC

Matt Sinclair
Vice President of Sales
First Tactical, LLC

★PROPPER
RIGHT TO THE CORE

17 Research Park Drive
St. Charles, MO 63304
PROPPER.COM

September, 10 2024

GALLS
1340 Russell Cave Road
Lexington, KY 40505

Dear GALLS,

I hope this letter finds you well. I am writing to inform you of an important update regarding our pricing structure. Effective January 1, 2025, we will be implementing a price increase across our product line.

We are mindful that it has been two years since we last adjusted our prices. During this period, we have worked diligently to absorb rising costs and maintain our pricing stability, despite significant increases in our operational expenses. However, due to increased costs of raw materials, and rising labor expenses, we find it necessary to adjust our prices to continue delivering the quality and service you have come to expect from us.

The forthcoming price adjustments will vary across our range of products. Specifically, the increases will range from 5% to 20%, depending on the item. This range reflects the varying impact of cost increases on different segments of our offerings.

We want to assure you that this decision was made after careful consideration and with the aim of continuing to provide you with exceptional value. Our commitment to quality and service remains our top priority, and this adjustment will enable us to sustain the high standards you rely on.

Should you have any questions or need further clarification regarding these changes, please do not hesitate to contact me directly. We are here to assist you and make this transition as smooth as possible.

Thank you for your understanding and continued support. We value your business and look forward to continuing to serve you with the same dedication and excellence.

Best



Robert Brin
SVP, Sales
Propper International Sales, Inc.
RobertB@propper.com | 636.685.1035

Consumer Price Index for All Urban Consumers (CPI-U)
12-Month Percent Change

Series Id: CUUR0000SA0
Not Seasonally Adjusted
Series Title: All items in U.S. city average, all urban consumers, not
Area: U.S. city average
Item: All items
Base Period: 1982-84=100
Years: 2015 to 2025

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	HALF1	HALF2
2015	-0.1	0.0	-0.1	-0.2	0.0	0.1	0.2	0.2	0.0	0.2	0.5	0.7	-0.1	0.3
2016	1.4	1.0	0.9	1.1	1.0	1.0	0.8	1.1	1.5	1.6	1.7	2.1	1.1	1.5
2017	2.5	2.7	2.4	2.2	1.9	1.6	1.7	1.9	2.2	2.0	2.2	2.1	2.2	2.0
2018	2.1	2.2	2.4	2.5	2.8	2.9	2.9	2.7	2.3	2.5	2.2	1.9	2.5	2.4
2019	1.6	1.5	1.9	2.0	1.8	1.6	1.8	1.7	1.7	1.8	2.1	2.3	1.7	1.9
2020	2.5	2.3	1.5	0.3	0.1	0.6	1.0	1.3	1.4	1.2	1.2	1.4	1.2	1.2
2021	1.4	1.7	2.6	4.2	5.0	5.4	5.4	5.3	5.4	6.2	6.8	7.0	3.4	6.0
2022	7.5	7.9	8.5	8.3	8.6	9.1	8.5	8.3	8.2	7.7	7.1	6.5	8.3	7.7
2023	6.4	6.0	5.0	4.9	4.0	3.0	3.2	3.7	3.7	3.2	3.1	3.4	4.9	3.4
2024	3.1	3.2	3.5	3.4	3.3	3.0	2.9	2.5	2.4	2.6	2.7	2.9	3.2	2.7
2025	3.0	2.8	2.4	2.3	2.4	2.7							2.6	

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

Resolution: 259-23

File Number: 2023-1222

GALL'S LLC (PURCHASE AGREEMENT):

A RESOLUTION TO AWARD RFP 23-17 AND APPROVE A ONE YEAR CONTRACT WITH GALL'S, LLC FOR POLICE UNIFORMS, EQUIPMENT, AND QUARTERMASTER SERVICES WITH AUTOMATIC RENEWALS FOR UP TO FOUR ADDITIONAL ONE YEAR TERMS

WHEREAS, Gall's, LLC (formerly Cruse Uniforms and Equipment) has served as the Fayetteville Police Department's contracted provider of uniforms and police equipment since 2008; and

WHEREAS, Gall's, LLC is the only local distributor which maintains an inventory of the department's authorized uniform items, and they offer service, sizing, tracking, and billing of purchased items.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby awards RFP 23-17 and authorizes Mayor Jordan to sign a one year contract with Gall's, LLC for police uniforms, equipment, and quartermaster services with automatic renewals for up to four additional one year terms.

PASSED and APPROVED on November 21, 2023

Approved:

Lioneld Jordan, Mayor

Attest:

Kara Paxton, City Clerk Treasurer

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

Resolution: 259-23

File Number: 2023-1222

GALL'S LLC (PURCHASE AGREEMENT):

A RESOLUTION TO AWARD RFP 23-17 AND APPROVE A ONE YEAR CONTRACT WITH GALL'S, LLC FOR POLICE UNIFORMS, EQUIPMENT, AND QUARTERMASTER SERVICES WITH AUTOMATIC RENEWALS FOR UP TO FOUR ADDITIONAL ONE YEAR TERMS

WHEREAS, Gall's, LLC (formerly Cruse Uniforms and Equipment) has served as the Fayetteville Police Department's contracted provider of uniforms and police equipment since 2008; and

WHEREAS, Gall's, LLC is the only local distributor which maintains an inventory of the department's authorized uniform items, and they offer service, sizing, tracking, and billing of purchased items.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby awards RFP 23-17 and authorizes Mayor Jordan to sign a one year contract with Gall's, LLC for police uniforms, equipment, and quartermaster services with automatic renewals for up to four additional one year terms.

PASSED and APPROVED on November 21, 2023

Approved:

Lioneld Jordan, Mayor

Attest:

Kara Paxton, City Clerk Treasurer

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2025-1362

MEETING OF SEPTEMBER 16, 2025

TO: Mayor Rawn and City Council

THRU:

FROM: Steven Dotson, Chief Financial Officer

SUBJECT: **Resolution to Establish the Franchise Fee Fund**

RECOMMENDATION:
Staff recommends that the Mayor and City Council adopt a resolution establishing a Franchise Fee special revenue fund.

BACKGROUND:
At the July 15th 2025 City Council meeting, Council voted to adopt a resolution of intent to appropriate up to $450,000.00 for initiatives to address homelessness (Res.165-25). No funding was appropriated at that time, but it was determined that the City would bring forward budget adjustments to City Council as the specific projects are identified.

DISCUSSION:
At the August 5th 2025 Council Meeting, the Mayor brought forward an item to allocate $200,000 of the total $450,000 to the Fayetteville Housing Authority. The Housing Authority Act specifically provides that the City "shall have the power from time to time to lend or donate money to the (housing) authority...". Therefore, as it is allowed specifically by law, the $200,000 payment to FHA was paid directly from General Fund revenues.

However, per discussion with the City Attorney, the appropriate way to finance the remaining initiatives to address homelessness (other than payments to the Fayetteville Housing Authority) would be from funds that are not commingled with tax revenues. For that reason, the City will need to establish a new Franchise Fee Fund, so that Franchise Fees are not commingled with other revenue sources in the General Fund.

Once the remaining $250,000 of projects (as per Res 165-25) are funded from the new Franchise Fee fund, the remaining funding will be transferred over to the General Fund for use on the same general governmental expenditures that it always has been used for.

BUDGET/STAFF IMPACT:
Franchise fees will be deposited into the Franchise Fee Fund in the amount necessary to fund those items as discussed in the resolution of intent (Res. 165-25) when those funding requests are approved by Council. The remaining franchise fees will be deposited to the General Fund as per the usual practice.

ATTACHMENTS: 3. Staff Review Form

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

File #: 2025-1362

A RESOLUTION TO ESTABLISH A FRANCHISE FEE SPECIAL REVENUE FUND

WHEREAS, on July 15, 2025, City Council approved Resolution 165-25, expressing its intent to appropriate up to $450,000.00 from the General Fund balance to support initiatives addressing homelessness in Fayetteville; and

WHEREAS, at the August 5, 2025 Council Meeting, the Mayor brought forward an item to allocate $200,000.00 of the total $450,000.00 to the Fayetteville Housing Authority; and

WHEREAS, the Housing Authority Act specifically provides that the City "shall have the power from time to time to lend or donate money to the (housing) authority…" therefore, the $200,000.00 payment to FHA was paid directly from General Fund revenues; and

WHEREAS, the appropriate way to finance the remaining initiatives to address homelessness would be from funds that are not commingled with tax revenues by establishing a new Franchise Fee Fund.

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 establishes a Franchise Fee Special Revenue Fund.

City of Fayetteville Staff Review Form

2025-1362

Item ID

9/16/2025

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

Steven Dotson	8/27/2025	CHIEF FINANCIAL OFFICER (110)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

Staff recommends that the Mayor and City Council adopt a resolution establishing a Franchise Fee special revenue fund.

Budget Impact:

2190	Franchise Fee Fund
Account Number	Fund
Project Number	Project Title

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

V20221130

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

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

Original Contract Number: _____

Comments:

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2025-1690

MEETING OF SEPTEMBER 16, 2025

TO: Mayor Rawn and City Council

THRU:

FROM: Steven Dotson, Chief Financial Officer

SUBJECT: **Salvation Army Emergency Solutions Grant - Budget Adjustment Approval**

RECOMMENDATION:
Approve a resolution to authorize a budget adjustment allocating up to $70,000.00 from the Franchise Fee Fund, contingent upon the Salvation Army's successful award of an up to $70,000.00 Emergency Solutions Grant from the U.S. Department of Housing and Urban Development (HUD).

BACKGROUND:
City Council passed resolution 165-25 on July 15, 2025 to appropriate funds to support initiatives addressing homelessness. Mayor Rawn and her team have reached out to the community and have identified several projects to support the resolution, including a matching grant opportunity with the local Salvation Army. The Salvation Army has an opportunity to apply for an Emergency Solutions Grant in an amount up to $70,000.00 through the United States Department of Housing and Urban Development, which requires a 100% match.

DISCUSSION:
The matching grant opportunity for the Salvation Army would allow the city to double its investment to address homelessness.

BUDGET/STAFF IMPACT:
Following consultation with the City Attorney, it was determined that the remaining homelessness initiatives (excluding payments to the Fayetteville Housing Authority) should be financed using funds that are not commingled with tax revenues. To support this approach, the City is establishing a dedicated Franchise Fee Fund, ensuring that franchise fee revenues are segregated from other General Fund sources.

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

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

File #: 2025-1690

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT ALLOCATING UP TO $70,000.00 FROM THE FRANCHISE FEE FUND, CONTINGENT UPON THE SALVATION ARMY'S SUCCESSFUL AWARD OF AN EMERGENCY SOLUTIONS GRANT OF UP TO $70,000.00 FROM THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

WHEREAS, the Salvation Army has an opportunity to apply for an Emergency Solutions Grant in an amount up to $70,000.00 through the United States Department of Housing and Urban Development, which requires a 100% match; and

WHEREAS, on September 2, 2025, the City Council approved a resolution expressing its intent to provide those matching funds; and

WHEREAS, following consultation with the City Attorney, it was determined that this type of project should be financed using funds that are not commingled with tax revenues and, to support this approach, the City is concurrently establishing a dedicated Franchise Fee Fund ensuring that franchise fee revenues are segregated from other General Fund sources.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves a budget adjustment, a copy of which is attached to this Resolution, allocating up to $70,000.00 from the Franchise Fee Fund, contingent upon the Salvation Army's successful award of an Emergency Solutions Grant in an amount up to $70,000.00 from the U.S. Department of Housing and Urban Development.

City of Fayetteville Staff Review Form

2025-1690

Item ID

9/16/2025

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

Steve Dotson	8/27/2025	CHIEF FINANCIAL OFFICER (110)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

Approve a resolution to authorize a budget adjustment allocating $70,000.00 from the Franchise Fee Fund, contingent upon the Salvation Army's successful award of a $70,000.00 Emergency Solutions Grant from the U.S. Department of Housing and Urban Development (HUD).

Budget Impact:

2190.090.6600-5315.00	Franchise Fee
Account Number	Fund
25001.2502	Salvation Army Emergency Solutions - Matching Funds
Project Number	Project Title

Budgeted Item?	No	Total Amended Budget	$	-
		Expenses (Actual+Encum)	$	-
		Available Budget	$	-
Does item have a direct cost?	Yes	Item Cost	$	70,000.00
Is a Budget Adjustment attached?	Yes	Budget Adjustment	$	70,000.00
		Remaining Budget	$	-

V20221130

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

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

Original Contract Number: _____

Comments:

City of Fayetteville, Arkansas - Budget Adjustment (Agenda)

2 Errors

Budget Year	Division /Org2	Adjustment Number
2025	CHIEF FINANCIAL OFFICER (110)	
	Requestor: Steve Dotson	

BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION:

Approve a resolution to authorize a budget adjustment allocating $70,000.00 from the Franchise Fee Fund, contingent upon the Salvation Army's successful award of a $70,000.00 Emergency Solutions Grant from the U.S. Department of Housing and Urban Development (HUD).

COUNCIL DATE: 9/16/2025

ITEM ID#: **2025-1690**

Kevin Springer
8/27/2025 6:00 PM

Budget Division Date

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

JOURNAL #:

GLDATE:

RESOLUTION/ORDINANCE

CHKD/POSTED: /

v.2025721

	Increase / (Decrease)		Project.Sub#			
Account Number	Expense	Revenue	Project	Sub.Detl	AT	Account Name
TOTAL	70,000	70,000				
2190.090.6600-5315.00	70,000	-	***25005***	***2502***	EX	**Contract Services
2190.090.6600-4105.00	-	70,000			RE	**Franchise Fees - SWEPCO Electric
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CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2025-1466

MEETING OF SEPTEMBER 16, 2025

TO: Mayor Rawn and City Council

THRU:

FROM: Molly Rawn, Mayor

SUBJECT: **Homelessness Assistance Services Contract with New Beginnings**

RECOMMENDATION:
Mayor Molly Rawn recommends that the City Council authorize a Homelessness Assistance Services Contract with the Serve Northwest Arkansas, Inc. d/b/a New Beginnings to provide funding in the amount of $150,000.00 to construct and maintain five cabins to be used to house chronically homeless Fayetteville residents for a period of at least five years, approve a 10% project contingency ($15,000), and further approve a budget adjustment.

BACKGROUND:
New Beginnings currently operates a bridge housing community of twenty-four individual cabins and a shared building containing commercial kitchen, bathroom/shower, laundry facilities, computers, and staff offices that assists people who have experienced long-term homelessness or face complex barriers to regaining housing in a safe and supportive living environment. The community has a fenced perimeter and community-run garden and staff are present around the clock to ensure the community is safe and supported. This environment offers people safety, dignity, and privacy alongside the resources they need to recover from homelessness, which helps chronically homeless people stabilize even when they are not able to succeed in more conventional shelter environments.

DISCUSSION:
New Beginnings has proposed constructing five additional cabins to be used to house chronically homeless Fayetteville residents and maintain them in a safe and sanitary condition for a period of at least five years and has requested the financial support of the City in its efforts. New Beginnings describes the project as follows:

This project adds 5 additional pallet shelters to the existing neighborhood to increase our capacity to shelter and support chronically homeless people. Five is the maximum number of additional cabins we can add due to limitations of hygiene facilities and staffing ratios. We will add the 70 sq. ft. Sleeper Pallet shelter models, which are designed for use by one person each. These are the updated product line from the Pallet Shelters New Beginnings initially built with. Site development costs are estimated from a comparable previous addition and will include engineering, grading, foundation, electrical, fencing, and landscaping associated with the expansion.

Item	Quantity	Cost Per Unit	City of Fayetteville
S2 Pallet Shelter	5	$22,000	$110,000
Site Development (engineering, utilities, grading, pads, landscaping) / Project Management	1	$40,000	$40,000
10% Project Contingency	1	$15,000	$15,000
Total Estimated Project Cost			**$165,000**

BUDGET/STAFF IMPACT:
On July 15, 2025, the City Council approved Resolution 165-25, expressing its intent to appropriate up to $450,000 from the General Fund balance to support initiatives addressing homelessness in Fayetteville. This agreement will utilize up to $165,000 of that allocation, including an estimated $150,000 for the construction of five cabins. An additional 10% contingency—$15,000—is recommended to cover potential cost increases.

Following consultation with the City Attorney, it was determined that the remaining homelessness initiatives (excluding payments to the Fayetteville Housing Authority) should be financed using funds that are not commingled with tax revenues. To support this approach, the City is establishing a dedicated Franchise Fee Fund, ensuring that franchise fee revenues are segregated from other General Fund sources.

ATTACHMENTS: 3. Staff Review Form, 4. Budget Adjustment, 5. City of Fayetteville New Beginnings Contract (signed)

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

File #: 2025-1466

A RESOLUTION TO AUTHORIZE MAYOR RAWN TO SIGN A CONTRACT WITH SERVE NORTHWEST ARKANSAS, INC. D/B/A NEW BEGINNINGS NWA FOR HOMELESSNESS ASSISTANCE SERVICES FOR A FIVE YEAR PERIOD IN THE AMOUNT OF $150,000.00, AND TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF $15,000.00

WHEREAS, New Beginnings currently operates a bridge housing community of twenty four individual cabins and a shared building containing commercial kitchen, bathroom/shower, laundry facilities, computers, and staff offices that assists people who have experienced long-term homelessness or face complex barriers to regaining housing in a safe and supportive living environment; and

WHEREAS, the community has a fenced perimeter and community-run garden and staff are present around the clock to ensure the community is safe and supported; and

WHEREAS, this environment offers people safety, dignity, and privacy alongside the resources they need to recover from homelessness, which helps chronically homeless people stabilize even when they are not able to succeed in more conventional shelter environments; and

WHEREAS, New Beginnings proposes to construct five additional cabins to provide assistance to Fayetteville residents experiencing chronic homelessness and has agreed to maintain the cabins in a safe and sanitary condition for at least five years.

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 Contract for Homelessness Assistance Services with Serve Northwest Arkansas, Inc. d/b/a New Beginnings NWA to provide safe housing for chronically homeless Fayetteville residents for a period of at least five years in the amount of $150,000.00 and further approves a project contingency in the amount of $15,000.00.

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

City of Fayetteville Staff Review Form

2025-1466

Item ID

9/16/2025

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

Mayor Molly Rawn	8/15/2025	MAYORS ADMIN (015)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

Mayor Molly Rawn recommends that the City Council authorize a Homelessness Assistance Services Contract with the Serve Northwest Arkansas, Inc. d/b/a New Beginnings to provide funding in the amount of $150,000.00 to construct and maintain five cabins to be used to house chronically homeless Fayetteville residents for a period of at least five years, approve a 10% project contingency ($15,000), and further approve a budget adjustment.

Budget Impact:

2190.090.6600-5315.00	Franchise Fee
Account Number	Fund
25001.2501	New Beginnings Homelessness Assistance
Project Number	Project Title

Budgeted Item?	No	Total Amended Budget	$	-
		Expenses (Actual+Encum)	$	-
		Available Budget	$	-
Does item have a direct cost?	Yes	Item Cost	$	165,000.00
Is a Budget Adjustment attached?	Yes	Budget Adjustment	$	165,000.00
		Remaining Budget	$	-

V20221130

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

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

Original Contract Number: _____

Comments:

City of Fayetteville, Arkansas - Budget Adjustment (Agenda)

2 Errors

Budget Year	Division /Org2	Adjustment Number
2025	MAYORS ADMIN (015)	
	Requestor: Mayor Molly Rawn	

BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION:

Mayor Molly Rawn recommends that the City Council authorize a Homelessness Assistance Services Contract with the Serve Northwest Arkansas, Inc. d/b/a New Beginnings to provide funding in the amount of $150,000.00 to construct and maintain five cabins to be used to house chronically homeless Fayetteville residents for a period of at least five years, approve a 10% project contingency ($15,000), and further approve a budget adjustment.

COUNCIL DATE: 9/16/2025

ITEM ID#: **2025-1466**

Kevin Springer
8/27/2025 5:15 PM

Budget Division Date

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

JOURNAL #:

GLDATE:

RESOLUTION/ORDINANCE

CHKD/POSTED: /

v.2025721

TOTAL	165,000	165,000				
	Increase / (Decrease)		Project.Sub#			
Account Number	Expense	Revenue	Project	Sub.Detl	AT	Account Name
2190.090.6600-5315.00	165,000	-	***25005***	***2501***	EX	**Contract Services
2190.090.6600-4105.00	-	165,000			RE	**Franchise Fees - SWEPCO Electric
	-	-				
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CONTRACT FOR HOMELESSNESS ASSISTANCE SERVICES
Serve Northwest Arkansas, Inc. d/b/a New Beginnings NWA

This Homelessness Assistance Service Agreement is entered into between the City of Fayetteville, Arkansas (hereinafter "Fayetteville" or "City") and Serve Northwest Arkansas, Inc. d/b/a New Beginnings NWA ("New Beginnings").

WHEREAS, New Beginnings currently operates a bridge housing community of twenty four individual cabins and a shared building containing commercial kitchen, bathroom/shower, laundry facilities, computers, and staff offices that assists people who have experienced long-term homelessness or face complex barriers to regaining housing in a safe and supportive living environment; and

WHEREAS, the community has a fenced perimeter and community-run garden and staff are present around the clock to ensure the community is safe and supported; and

WHEREAS, this environment offers people safety, dignity, and privacy alongside the resources they need to recover from homelessness, which helps chronically homeless people stabilize even when they are not able to succeed in more conventional shelter environments; and

WHEREAS, New Beginnings has proposed to construct five additional cabins and has requested the financial support of the City in its efforts; and

WHEREAS, on July 15, 2025, the Fayetteville City Council approved Resolution 165-25 expressing its intent to appropriate up to $450,000 from the General Fund balance to support initiatives addressing homelessness in Fayetteville.

NOW, THEREFORE, The City of Fayetteville and New Beginnings agree as follows:

1. The City agrees to furnish up to $150,000 for costs associated with site development, cabin purchase and construction, and project management for the project described in Exhibit A attached hereto on property owned by New Beginnings at 251 W. 19th Street in Fayetteville. The City may allow for a 10% project contingency which may only be drawn from upon the execution of a written change order approved by the City and New Beginnings.

2. This $150,000 plus any contingency may only be used by New Beginnings for the costs associated with the construction and of these five new cabins to be occupied by Fayetteville residents experiencing chronic homelessness.

3. New Beginnings hereby agrees and covenants to:

    A. Use the funding provided by the City for site development, cabin purchase, construction and maintenance, and project management for the addition of five individual cabins at 251 W. 19th Street in an amount not to exceed $150,000 plus any project contingency.

B. The cabins shall be constructed within one year of the effective date of this Agreement and shall be maintained to ensure they remain safe and sanitary for at least five (5) years.

C. Provide a written quarterly report to the City of Fayetteville regarding its utilization of these funds, plans for future utilization of any remaining funds, and the services it is providing to chronically homeless Fayetteville residents during the minimum safe and sanitary five year period.

D. Attend a City Council meeting, if requested by the City Council, to explain its reports and the utilization of City funds.

E. Work and coordinate with Fayetteville City Staff for possible grant applications, other financing and projects that would efficiently create or improve affordable housing or bridge housing for Fayetteville's homeless residents.

F. Provide a copy of all of its future official audits and allow the City to audit its financial records concerning its expenditures of these funds.

4. This Agreement shall be governed by Arkansas law with venue for any litigation in the Washington County Circuit Court.

In full agreement with all terms, conditions, promises, and covenants stated above, **we sign our names below to signify our full agreement with this Contract for Homelessness Assistance Services.**

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

SERVE NORTHWEST ARKANSAS, INC.
d/b/a New Beginnings NWA

Solomon Burchfield
Executive Director

Date: 8/4/25

Witness: Egypt Dramble

By: _____
Aaron J. Marshall (Aug 4, 2025 16:31:30 CDT)
Aaron Marshall
Board President

CITY OF FAYETTEVILLE,
ARKANSAS

_____
Molly Rawn, Mayor

Date: _____

Attest:

_____
Kara Paxton, City Clerk Treasurer

Scanned from a Xerox Multifunction Printer

Final Audit Report 2025-08-04

Created:	2025-08-04
By:	Admin NewBeginnings (admin@newbeginningsnwa.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAYoVE6Fu1HRrFcrNjJTFJUTu8g67YOeDS

"Scanned from a Xerox Multifunction Printer" History

Document created by Admin NewBeginnings (admin@newbeginningsnwa.org)
2025-08-04 - 7:40:26 PM GMT

Document emailed to Aaron Marshal (newajm@gmail.com) for signature
2025-08-04 - 7:40:30 PM GMT

Email viewed by Aaron Marshal (newajm@gmail.com)
2025-08-04 - 9:31:12 PM GMT

Signer Aaron Marshal (newajm@gmail.com) entered name at signing as Aaron J. Marshall
2025-08-04 - 9:31:48 PM GMT

Document e-signed by Aaron J. Marshall (newajm@gmail.com)
Signature Date: 2025-08-04 - 9:31:50 PM GMT - Time Source: server

Agreement completed.
2025-08-04 - 9:31:50 PM GMT

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2025-1547

MEETING OF SEPTEMBER 16, 2025

TO: Mayor Rawn and City Council

THRU: Steven Dotson, Chief Financial Officer

FROM: Kevin Springer, Budget Director

SUBJECT: **2026 Millage Levy**

RECOMMENDATION:
City staff recommends that City Council approve the millage levy ordinance which includes 0.4 mils for the Policemen's Pension and Relief Fund, 0.4 mils for the Firemen's Pension and Relief Fund, 3.7 mils for the Fayetteville Public Library, and 2.3 mils for General Fund operations.

BACKGROUND:
Each year the City must approve an ordinance to renew the levy of ad valorem taxes on real and personal property within the City. This request will provide for such levy on property assessed in 2025.

As of August 1, 2025, the total assessed value of real and personal property located within the city limits of Fayetteville is approximately $2.8 billion. The assessed valuation comes before the Washington County Board of Equalization has made all changes to the County Assessors Abstract.

DISCUSSION:
City Council must approve a millage levy ordinance to continue collecting property taxes for the Policemen's and Firemen's Pension and Relief Funds. The funds are set at 0.4 mils for real property and 0.4 mils for personal property.

A millage levy ordinance must also be approved for the operation of the Fayetteville Public Library. A millage levy for the library was first approved by voters on October 1, 2002 at 1.0 mil for real and personal property. On August 9, 2016, voters increased operations funding by 1.5 mils (for a total of 2.5 mils) and added 1.2 mils for bond debt service on the library expansion. The total levy is 3.7 mils, with the 1.2 mils ending when the bonds are retired.

Finally, City staff is requesting that City Council approve a millage levy ordinance for General Fund operations in the amount of 2.3 mils for both real and personal property.

The millage levy must be at Washington County in time to be included in their consolidated levy ordinance, which is anticipated to be approved at the November Quorum Court meeting. The deadline for receipt of the City's levy by the County is October 31 each year. The City levy will be added to the levies by Washington County, the various school districts, improvement districts and other cities within the County when the Washington County Quorum Court adopts its millage levy.

A summary of the millage request is below.

- 2.3 mils for General Fund Operations.
- 2.5 mils for the Fayetteville Public Library Operations
- 1.2 mils for the Fayetteville Public Library Expansion
- 0.4 mils for the Police Pension Fund
- 0.4 mils for the Fire Pension Fund

This keeps the millage rate at the same level as the current 2025 levy.

BUDGET/STAFF IMPACT:
The total of 6.8 mils funds the Policemen's and Firemen's Pension and Relief Funds, the Fayetteville Public Library operations and debt service, and the City's General Fund operations.

ATTACHMENTS: 3. Staff Review Form

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

File #: 2025-1547

AN ORDINANCE LEVYING A TAX ON THE REAL AND PERSONAL PROPERTY WITHIN THE CITY OF FAYETTEVILLE, ARKANSAS, FOR THE YEAR 2026 FIXING THE RATE THEREOF AT 2.3 MILLS FOR GENERAL FUND OPERATIONS, 0.4 MILLS FOR THE FIREMEN'S PENSION AND RELIEF FUND, 0.4 MILLS FOR THE POLICEMEN'S PENSION AND RELIEF FUND, 2.5 MILLS FOR FAYETTEVILLE PUBLIC LIBRARY OPERATIONS AND 1.2 MILLS FOR THE FAYETTEVILLE PUBLIC LIBRARY EXPANSION; AND CERTIFYING THE SAME TO THE COUNTY CLERK OF WASHINGTON COUNTY, ARKANSAS

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

Section 1: That a tax is hereby levied on the real and personal property within the City of Fayetteville, Arkansas, for the year 2025 to be collected in 2026 for the following purposes at the following rates:

REAL AND PERSONAL PROPERTY

Purpose	**Levy**
General Fund – Operations	2.3 mills
Fayetteville Public Library – Operations	2.5 mills
Fayetteville Public Library – Expansion	1.2 mills
Policemen's Pension and Relief Fund	0.4 mills
Firemen's Pension and Relief Fund	0.4 mills
TOTAL	**6.8 mills**

Section 2: That the real and personal property tax so levied and the rates provided therefor are hereby certified to the County Clerk of Washington County, Arkansas, to be placed in the tax book and collected in the same manner that the county and school district taxes are collected.

Section 3: The City Clerk is hereby authorized and directed to file a certified copy of this Ordinance in

the Office of the County Clerk for Washington County, Arkansas.

City of Fayetteville Staff Review Form

2025-1547

Item ID

9/16/2025

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

Kevin Springer	8/26/2025	BUDGET & INFORMATION MGMT (133)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

City staff recommends that City Council approve the millage levy ordinance which includes 0.4 mils for the Policemen's Pension and Relief Fund, 0.4 mils for the Firemen's Pension and Relief Fund, 3.7 mils for the Fayetteville Public Library, and 2.3 mils for General Fund operations.

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 # 6792

Change Order Number:

Approval Date:

Original Contract Number:

Comments:

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2025-1677

MEETING OF SEPTEMBER 16, 2025

TO: Mayor Rawn and City Council

THRU: Keith Macedo, Chief of Staff
Jonathan Curth, Development Services Director
Jessica Masters, Planning Director

FROM: Wesley Frank, Planner

SUBJECT: **VAC-2025-0020: Vacation (322 S. WALKER AVE./MEEHAN, 524): Submitted by ALLISON MEEHAN for property located at 322 S. WALKER AVE in WARD 1. The property is zoned RMF-24, RESIDENTIAL MULTIFAMILY, 24 UNITS PER ACRE and contains approximately 0.7 acres. The request is to vacate 0.03 acres of a general utility easement.**

RECOMMENDATION:
Staff recommend approval of **VAC-2025-0020** 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.

BACKGROUND:
The subject property is located in central Fayetteville on S. Walker Road, just east of S. Willow Avenue and just north of E. Huntsville Road. A single-family residential home was built on the property in 2018, per Washington County Records, and it is partially in the Hillside/Hilltop Overlay District. The property is zoned RMF-24, Residential Multi-Family, 24 Units Per Acre.

Request: The applicant requesting to vacate an existing general utility easement totaling 0.03 of an acre along S. Barton Avenue.

DISCUSSION:
City staff recommends approval of the requested utility easement vacation. According to the applicant, the proposed vacation will allow for additional square footage that would be used in the development of an accessory dwelling unit. The applicant has submitted the required written consent forms from the appropriate utility providers with no objection. One condition of approval has been recommended, as outlined above.

BUDGET/STAFF IMPACT:
N/A

ATTACHMENTS: 3. Staff Review Form, 4. Exhibit A, 5. Exhibit B, 6. Applicant Request Letter, 7. Petition to Vacate, 8. Survey

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

File #: 2025-1677

AN ORDINANCE TO APPROVE VAC-25-20 FOR PROPERTY LOCATED AT 322 SOUTH WALKER AVENUE IN WARD 1 TO VACATE 0.03 ACRES OF GENERAL UTILITY EASEMENT

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 general utility easement is not required for corporate purposes.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby vacates the portion of general utility easement as described in Exhibit B attached to the Planning Department's memo.

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

Section 3: This vacation approval is subject to the condition that any damage or relocation of any existing facilities will be at the property owner/developer's expense.

City of Fayetteville Staff Review Form

2025-1677

Item ID

9/16/2025

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Jonathan Curth	8/29/2025	DEVELOPMENT REVIEW (630)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

VAC-2025-0020: Vacation (322 S. WALKER AVE./MEEHAN, 524): Submitted by ALLISON MEEHAN for property located at 322 S. WALKER AVE in WARD 1. The property is zoned RMF-24, RESIDENTIAL MULTIFAMILY, 24 UNITS PER ACRE and contains approximately 0.7 acres. The request is to vacate 0.03 acres of a general utility easement.

Budget Impact:

Account Number	Fund
Project Number	Project Title

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

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

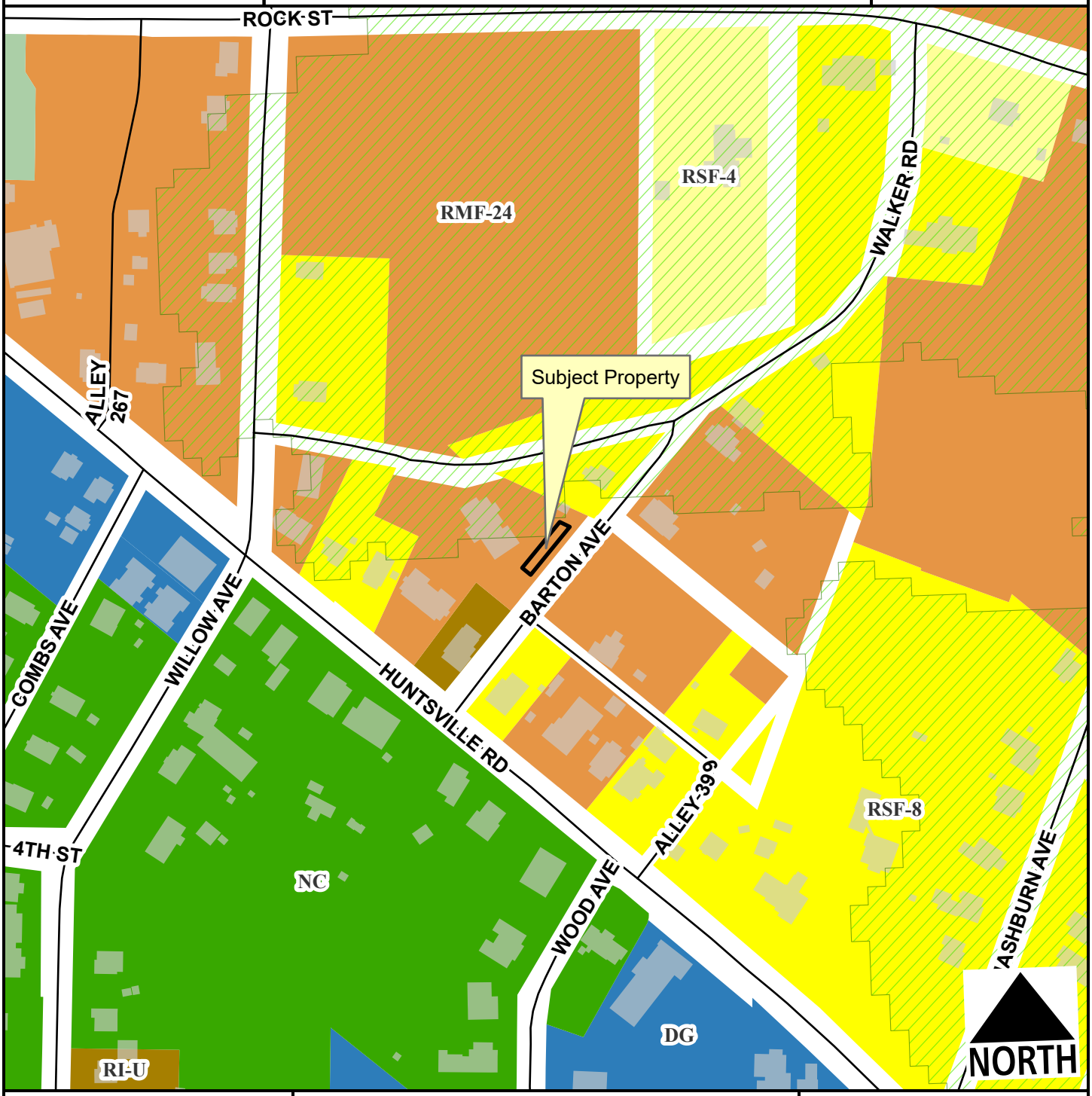
Comments:

VAC-2025-0020

Close Up View

322 S WALKER RD

VAC-2025-0020
Exhibit 'A'



Alley
Residential Link
Hillside-Hilltop Overlay District
Planning Area
Fayetteville City Limits

Feet

0 75 150 300 450 600

1:2,400

VAC-2025-0020
EXHIBIT 'B'

LEGAL DESCRIPTION – MEEHAN UTILITY EASEMENT VACATION

PORTION OF EXISTING UTILITY EASEMENT TO BE VACATED:

A PART OF LOT NUMBERED FOUR (4), R & W ADDITION TO THE CITY OF FAYETTEVILLE, ARKANSAS, AS PER PLAT OF SAID ADDITION ON FILE IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT FOUR (4), THENCE ALONG THE EAST LINE OF SAID LOT FOUR (4) SOUTH 36°19'00" WEST 113.31 FEET; THENCE LEAVING SAID EAST LINE NORTH 53°41'00" WEST 10.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 53°41'00" WEST 15.00 FEET; THENCE NORTH 36°19'00" EAST 82.00 FEET; THENCE SOUTH 66°28'20" EAST 15.38 FEET; THENCE SOUTH 36°19'00" WEST 85.40 FEET TO THE POINT OF BEGINNING, CONTAINING 0.03 ACRES, MORE OR LESS.

To: The Fayetteville City Council

August 11, 2025

We are asking for a Utility Easement Vacation to build an ADU to provide a place for family and friends to stay while they are visiting us in Fayetteville. The approximate size of the unit will be 800 square feet with two bedrooms and one bathroom. We intend to build the unit on piers and stilts.

We have had all required utility providers sign off on the easement vacation and have preliminary plans created by Jason Oury, Oury Designs. Final plans should be in hand by August 22. Our intent is to hire Stronghold to build the structure.

Please let us know if you need further information or have any questions.

Thank you for your consideration.

Steve & Allison Meehan

Steve and Allison Meehan

PETITION TO VACATE A general utility/water and sewer EASEMENT LOCATED IN Lot Numbered Four (4), R & W Addition to the City of Fayetteville, Arkansas.

TO: The Fayetteville City Planning Commission and
The Fayetteville City Council

We, the undersigned, being all the owners of the real estate abutting the easement hereinafter sought to be abandoned and vacated, lying in Lot Numbered Four (4), R & W Addition to the City of Fayetteville, Arkansas, a municipal corporation, petition to vacate an easement which is described as follows:

A part of lot numbered four (4), R & W Addition to the City of Fayetteville, Arkansas. Commencing at the northeast corner of said lot four (4), thence along the east line of said lot four (4) south 36 degrees19'00" west 113.31 feet; thence leaving said east line north 53 degrees 41'00" west 10.00 feet to the point of beginning; thence continuing north 53 degrees 41'00" west 15.00 feet; thence north 36 degrees 19'00" east 82.00 feet; thence south 66 degrees 28'20" east 15.38 feet; thence south 36 degrees 19'00" west 85.40 feet to the point of beginning, containing 0.03 acres, more or less.

The petitioners wish to build an ADU for additional housing of friends and family members when they are visiting Fayetteville.

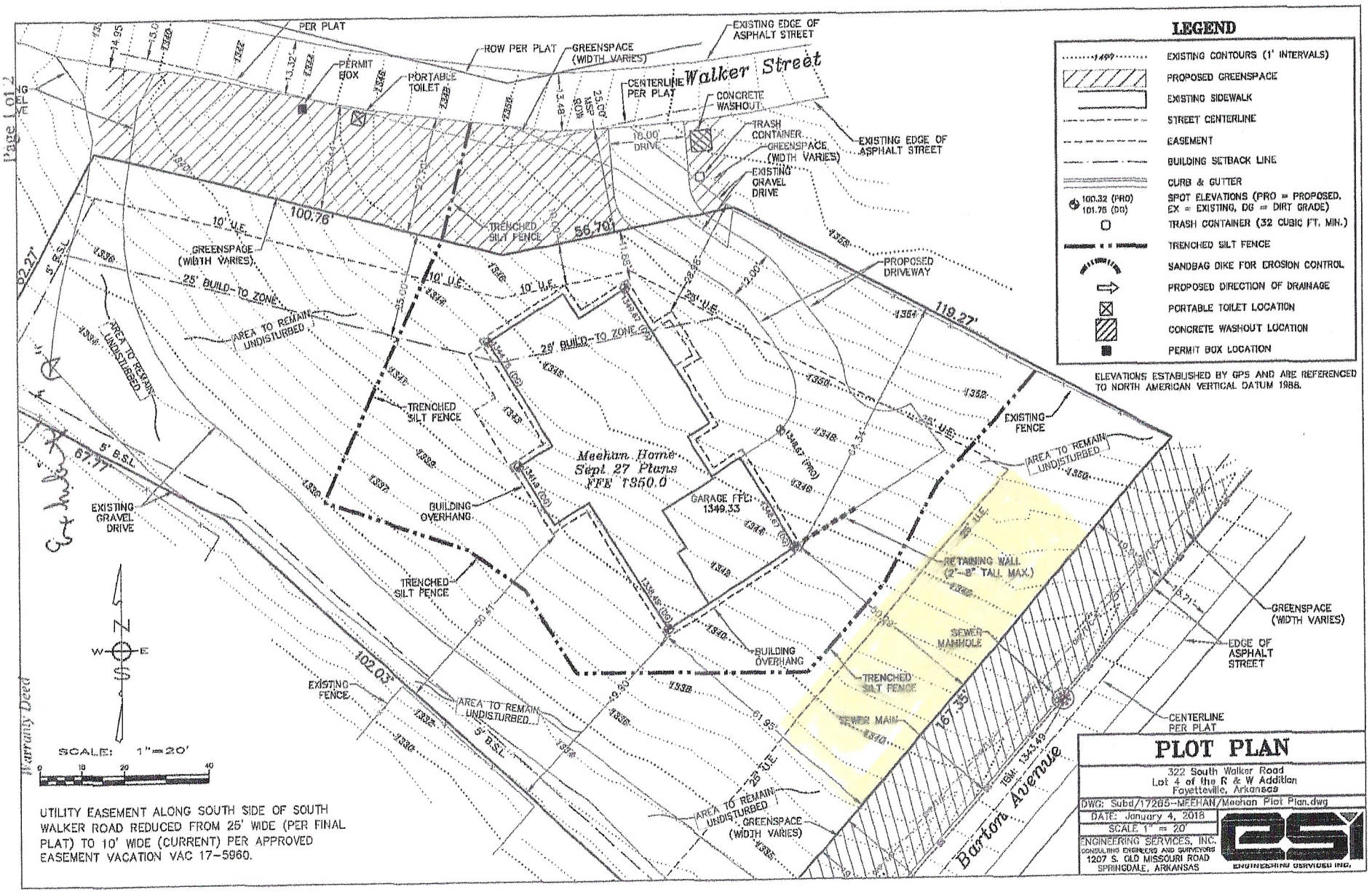
Dated this 8th day of August, 2025

Stephen D. Meehan
Printed Name

Signature

Allison W. Meehan
Printed Name

Allison W. Meehan
Signature



UTILITY EASEMENT ALONG SOUTH SIDE OF SOUTH WALKER ROAD REDUCED FROM 25' WIDE (PER FINAL PLAT) TO 10' WIDE (CURRENT) PER APPROVED EASEMENT VACATION VAC 17-5960.

PLOT PLAN

322 South Walker Road
Lot 4 of the R & W Addition
Fayetteville, Arkansas

DWG: Subd/17265--MEEHAN/Meehan Plot Plan.dwg
DATE: January 4, 2018
SCALE 1" = 20'

ENGINEERING SERVICES, INC.
CONSULTING ENGINEERS AND SURVEYORS
1207 S. OLD MISSOURI ROAD
SPRINGDALE, ARKANSAS
ENGINEERING SERVICES INC.

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2025-1683

MEETING OF SEPTEMBER 16, 2025

TO: Mayor Rawn and City Council

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

FROM: Jessica Masters, Planning Director

SUBJECT: **ADM-2025-0034: Administrative Item (3568 W. MOUNT COMFORT RD/LANDMARC CUSTOM HOMES LLC, 323): Submitted by BATES & ASSOCIATES for property located at 3568 W. MOUNT COMFORT RD in WARD 4. The property is zoned RPZD, RESIDENTIAL PLANNED ZONING DISTRICT and contains approximately 16.72 acres. The request is to amend a planned zoning district.**

RECOMMENDATION:
City Planning staff and the Planning Commission recommend approval of a request to amend the Planned Zoning District as shown in exhibits A and B.

BACKGROUND:
The subject property is in northwest Fayetteville, northeast of the intersection of N. Rupple Road and W. Mount Comfort Road and east of Holt Middle School. The site is largely undeveloped, but for one single-family home with associated outbuildings that were built in the late 1970s. In total, the property contains about 18.47 acres and is currently split-zoned CS, Community Services and RPZD, Residential Planned Zoning District; the Planned Zoning District portion totals approximately 16.72 acres. A preliminary plat was approved in February 2025 for the residential subdivision of 105 lots. No overlay districts currently govern the site.

Request: The request is for a modification to the overall PZD as follows:

Planning Area #1 – 6.1 acres (previously 9.9 acres): Labeled as Neighborhood Zone A, the intention of this planning area is to provide primarily single- and two-family homes, with minimum lot widths of 24 feet (previously 25 feet). Previously, some of these homes were oriented around common greenspace, but the applicant has shifted this intent, and they will be facing public streets. Building heights are still limited to a maximum of three stories.

Planning Area #2 – 7.72 acres (previously 6.9 acres): Labeled as Neighborhood Zone B, this planning area is intended for higher intensity uses than single- and two-family structures, and allows for single-, two-, three- and four-family dwellings by right, as well as multi-family dwellings. There is no stated density maximum, and minimum lot widths are set at 22 feet (previously 24 feet for single-family dwellings), and no lot width minimum for all other uses. Building heights are limited to a maximum of three stories.

Public Comment: To date, staff has received no public comment regarding this request.

DISCUSSION:

Staff is supportive of the applicant’s request to amend their Planned Zoning District as proposed. Staff finds the proposed development compatible with surrounding land uses, which include single-family homes, schools, and commercial areas, due to the thoughtful placement of residential types and the inclusion of green and open spaces. The development transitions from single-family homes on the north to denser housing toward the interior, with building heights limited to three stories to buffer adjacent zoning types. Although there's no strict density cap in Neighborhood Area B, requirements for infrastructure and design are expected to naturally limit density in a way that aligns with the neighborhood. The proposal aligns with the City’s land use and zoning plans, supports infill development goals, and fits the Tier 2 Center designation of City Plan 2040's Growth Concept Map, leading staff to recommend approval.

At the August 25, 2025 Planning Commission meeting, a vote of 5-0-2 forwarded the request to City Council with a recommendation of approval. Commissioner Payne was absent during the vote, and Commissioner McGetrick recused from the item. The commissioners cited future land use compatibility and staff recommendations as noted in the report as reasons for approval of the proposed changes.

BUDGET/STAFF IMPACT:
N/A

ATTACHMENTS: 3. Staff Review Form, 4. Exhibit A - Map of Subject Property, 5. Exhibit B - Legal Description, 6. Exhibit C - PZD Booklet, 7. Planning Commission Staff Report

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

File #: 2025-1683

AN ORDINANCE TO AMEND THE HOLT VILLAGE PLANNED ZONING DISTRICT IN WARD 4 TO ADOPT A NEW SITE PLAN, MODIFY THE ACREAGE FOR NEIGHBORHOOD ZONES A AND B, AND CHANGE THE LOT WIDTH MINIMUM IN NEIGHBORHOOD ZONE B

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 the owner's request to amend the Holt Village Planned Zoning District as shown in Exhibits "A", "B", and "C" attached to the Planning Division's agenda memo, by adopting an updated site plan, reducing the size of Neighborhood Zone A from 9.9 acres to 6.1 acres, increasing the size of Neighborhood Zone B from 6.9 acres to 7.72 acres, and changing the lot width minimum for Planning Area B from 24 feet to 22 feet.

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

2025-1683

Item ID

9/16/2025

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

Jonathan Curth	8/29/2025	DEVELOPMENT REVIEW (630)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

ADM-2025-0034: Administrative Item (3568 W. MOUNT COMFORT RD/LANDMARC CUSTOM HOMES LLC, 323): Submitted by BATES & ASSOCIATES for property located at 3568 W. MOUNT COMFORT RD in WARD 4. The property is zoned RPZD, RESIDENTIAL PLANNED ZONING DISTRICT and contains approximately 16.72 acres. The request is to amend 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

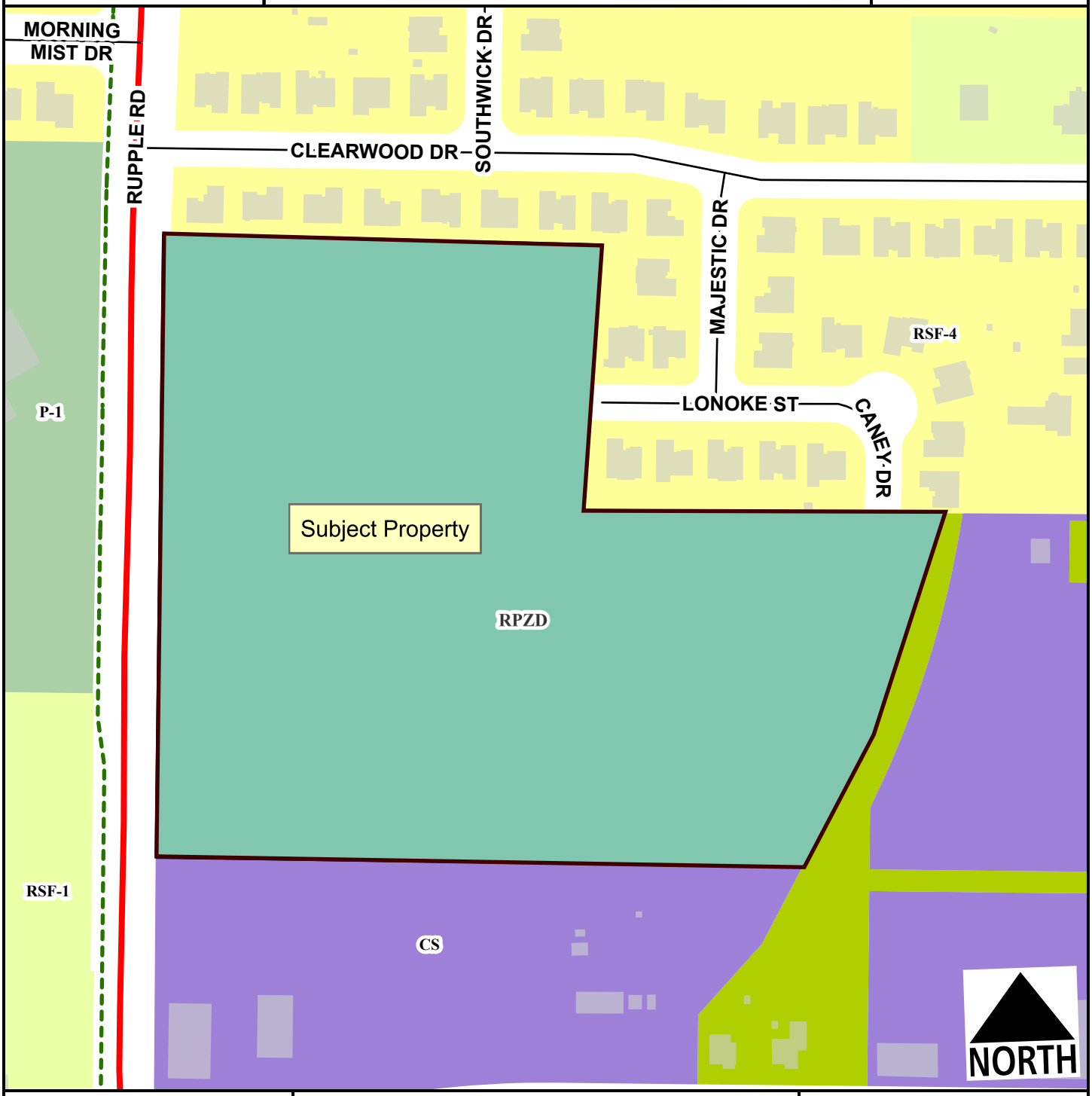
Purchase Order Number: _____ **Previous Ordinance or Resolution #** _____

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

Original Contract Number: _____

Comments:

ADM-2025-0034 *Close Up View*	**3568 W. MOUNT COMFORT RD**	EXHIBIT 'A'



Regional Link
Residential Link
Planning Area
Fayetteville City Limits
Shared-Use Paved Trail

Feet
0 75 150 300 450 600
1:2,400

Residential-Agricultural
RSF-1
RSF-4
Community Services
P-1

EXHIBIT B

HOLT VILLAGE PZD LEGAL DESCRIPTION:

A PART OF THE FRACTIONAL NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 16 NORTH, AND ALSO A PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 17 NORTH, AND ALSO A PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 17 NORTH, ALL BEING LOCATED IN RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS, AND ALL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT AN EXISTING REBAR ON THE EAST RIGHT-OF-WAY OF NORTH RUPPLE ROAD WHICH IS N02°18'52"E 46.29' AND N02°40'44"E 221.49' FROM THE SOUTHWEST CORNER OF SAID FRACTIONAL NORTHWEST QUARTER OF SECTION 6 AND RUNNING THENCE ALONG SAID RIGHT-OF-WAY N02°40'44"E 928.50' TO A POINT ON THE SOUTH LINE OF CLEARWOOD CROSSING SUBDIVISION TO THE CITY OF FAYETTEVILLE, AS PER THE RECORDED PLAT THEREOF, THENCE ALONG SAID SOUTH SUBDIVISION LINE THE FOLLOWING: S87°00'18"E 206.65' TO AN EXISTING REBAR, S86°22'27"E 193.98' TO AN EXISTING REBAR, S86°39'36"E 204.65' TO AN EXISTING REBAR ON THE WEST LINE OF SAID SUBDIVISION. THENCE ALONG SAID WEST SUBDIVISION THE FOLLOWING: S08°32'47"W 8.02' TO AN EXISTING REBAR, S06°15'51"W 79.97' TO AN EXISTING REBAR, S05°38'30"W 83.40' TO AN EXISTING REBAR, S06°08'21"W 98.48' TO AN EXISTING REBAR, S05°29'51"W 98.01' TO AN EXISTING REBAR ON THE SOUTH LINE OF SAID SUBDIVISION, THENCE ALONG SAID SOUTH SUBDIVISION LINE S87°38'11"E 500.30' TO AN EXISTING FENCE CORNER ON THE EAST LINE OF AN ABANDONED RAILROAD RIGHT-OF-WAY , SAID ABANDONED RIGHT-OF-WAY BEING SHOWN ON A PLAT OF SURVEY BY ALAN REID AND ASSOCIATES RECORDED IN BOOK 94 AT PAGE 47888 IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, THENCE LEAVING SAID SUBDIVISION LINE ALONG SAID ABANDONED RIGHT-OF-WAY THE FOLLOWING: S20°19'46"W 325.57' TO AN EXISTING FENCE CORNER POST, S29°43'09"W 201.83', THENCE LEAVING SAID ABANDONED RIGHT-OF-WAY N87°12'33"W 592.50' TO AN EXISTING REBAR, THENCE S02°40'44"W 68.44' TO AN EXISTING REBAR, THENCE N87°19'16"W 301.66' TO THE POINT OF BEGINNING, CONTAINING 16.72 ACRES, MORE OR LESS. SUBJECT TO THAT PORTION IN NORTH RUPPLE ROAD MASTER STREET PLAN RIGHT-OF-WAY ON THE WEST SIDE OF HEREIN DESCRIBED TRACT AND ALSO SUBJECT TO ALL OTHER EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

PROVIDED BY BATES AND ASSOCIATES.

Holt Village Planned Zoning District

JULY 15, 2025

A

Ownership

Landmarc Custom Homes, LLC
1224 S Maetsri Rd, Springdale AR 72762

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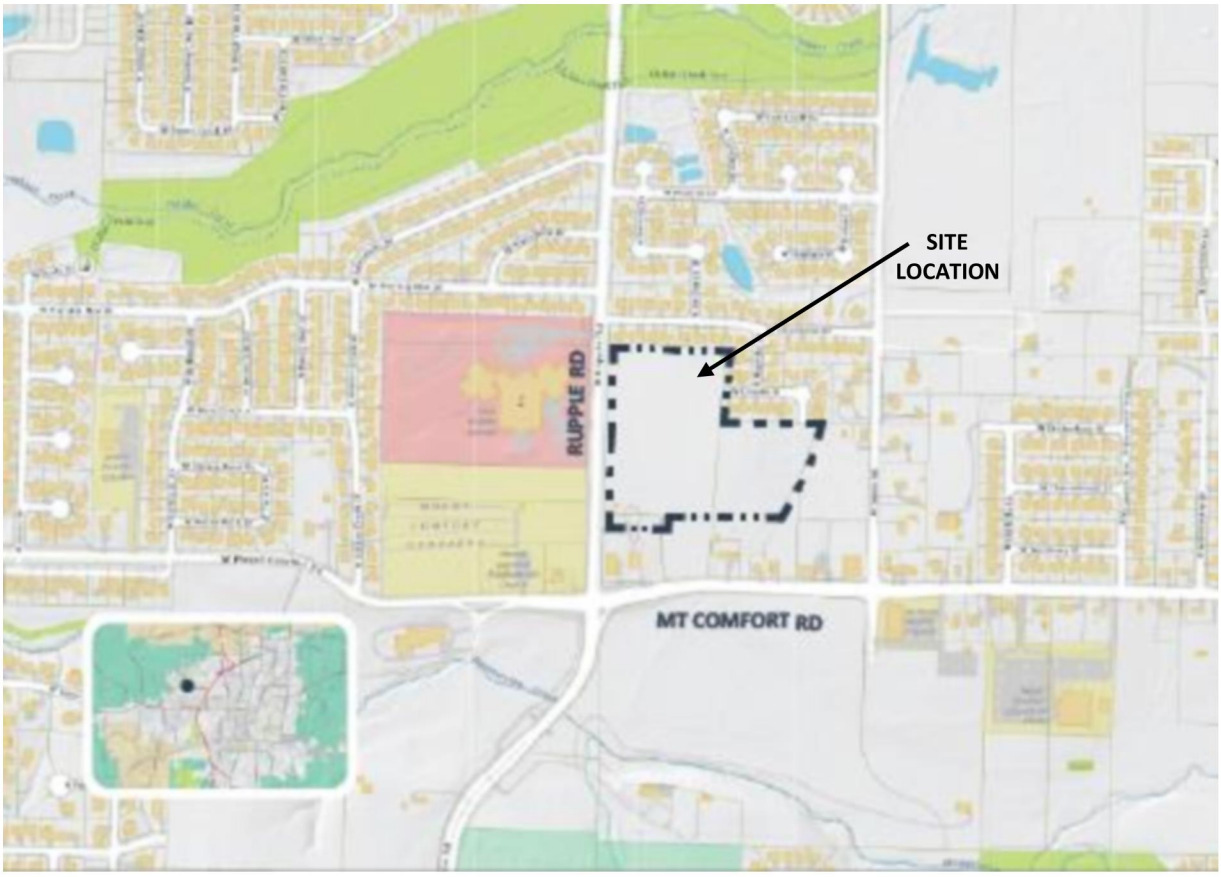
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B

Project Summary

The proposed +/- 125 residential unit development aims to provide a mix of housing types in a variety of formats structured in a walkable neighborhood format, with a central linear storm park lined by park-facing townhomes. The development will include three parcels (765-13589-000, 765-13593-000, and 765-13593-002) totaling around 16.7 acres. The entire site is shown as City Neighborhood area on the Future Land Use Map with midrange infill score potentials across the site. The property is served by existing adequate water and sewer facilities in Mt Comfort Road to the south, Rupple Road to the west, and W Lonoke to the north and northeast. This proposed development ideally serves the surrounding neighborhood and City goals by sensitively transitioning density from the north to the south through a mixture of unit types offering abundant green space, walkability, and community potential.



Site Location Approximate location as seen aerially from the southwest ; N Rupple Rd and W Mount Comfort Rd seen in foreground



C

General Project Concept

Street and Lot Layout

The project aims to connect N Rupple Road more cohesively into the existing development north of the project site, providing an extension of Lonoke Drive to the west to Rupple Road and south to a new east-west connection. To maximize site efficiency with odd geometries, a large linear storm park provides frontage for an interior set of alley loaded townhouses. This arrangement both faces public roads and existing single family homes with more traditional lower density single family homes while providing appropriate density and variety in housing type and price point. The linear storm park directs water downhill to the north, to the low point of the site, which is preserved as a tree preservation and landscape buffer around the storm park. The resulting large central block is compliant with maximum block sizes but is further bifurcated with a pedestrian path and enhanced crosswalk that provides safe interior block connection through the neighborhood to Holt Middle School across Rupple Road from the project. The main north/south street connection provides a shared commercial access to the CS zoned commercial neighboring property along Mount Comfort, to minimize curb cuts and provide rational and safe access to the existing High Activity Corridor. With its mixture of units types, pedestrian alleys, and common greens, the site design builds community potential and encourages walking and biking both within the neighborhood and to adjacent schools.

Site Plan



Buffer Areas	The proposed development provides a landscape buffer along the northern boundary and residential lots similar in size and setback to the adjacent existing lots. Smaller home lots face Rupple and the commercial development to the south, which transition to townhouses against the parcel to the southeast, which is intended to become a clustered massing of small multifamily along Mount Comfort concurrent with this development.
Tree Preservation Areas	The property's long-term use for intensive agriculture has left little existing tree canopy except at the edges of the property. The site plan's geometry aligns to tree preservation plans to respect these existing fence line trees and the site's natural topography.
Storm Water and Detention Areas	The site contains a large high point roughly in the center. Three stormwater facilities will be provided at the low points at the northwestern property boundary, the northeastern property corner, and adjacent the multifamily and townhouse properties along Mount Comfort. A linear storm park running north / south on the western half of the property directs storm flow through grassed swales as a landscape amenity to slow water flow and remove sediment in planting areas.
Undisturbed Natural Areas	The site is almost entirely previously disturbed by long term agricultural use and use as an airfield for a number of years. Some existing larger trees and more natural areas along the northern property line will be preserved.
Existing and Proposed Utility Connections and Extensions	Existing utilities are well provided and further discussed in Section M: Impacts to City Services

D

Proposed Planning Areas

The proposed Neighborhood Zones would replace existing Residential-Agriculture Zoning on approximately 16.2 acres of the site and Community Services Zoning on approximately ½ an acre of the site at the southwest corner adjacent to Kum and Go. Neighborhood Zone A accounts of approximately 6.01 acres of the site, and Neighborhood Zone B accounts for approximately 7.72 acres of the site.



E

Proposed Zoning Standards

Neighborhood Zone A

(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

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 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
Unit 46	Short-term rentals

(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.

Neighborhood Zone B

(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 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

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 12a	Limited 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
Unit 46	Short-term rentals

(D) *Density.* None.

(E) *Bulk and Area Regulations.*

(1) *Lot Width Minimum.*

Single-family	22 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.

F

Existing Property Zoning Standards

161.03 District R-A, Residential-Agricultural

(A) *Purposes.* The regulations of the agricultural district are designed to protect agricultural land until an orderly transition to urban development has been accomplished; prevent wasteful scattering of development in rural areas; obtain economy of public funds in the providing of public improvements and services of orderly growth; conserve the tax base; provide opportunity for affordable housing, increase scenic attractiveness; and conserve open space.

(B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 3	Public protection and utility facilities
Unit 6	Agriculture
Unit 7	Animal husbandry
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 37	Manufactured homes
Unit 41	Accessory dwellings
Unit 43	Animal boarding and training
Unit 46	Short-term rentals

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 20	Commercial recreation, large sites
Unit 24	Home occupations
Unit 35	Outdoor Music Establishments
Unit 36	Wireless communications facilities
Unit 42	Clean technologies

(C) *Density.*

Units per acre	One-half (½)

(D) *Bulk and Area Regulations.*

Lot width minimum	200 feet
Lot Area Minimum:	
Residential:	2 acres
Nonresidential:	2 acres
Lot area per dwelling unit	2 acres

(E) *Setback Requirements.*

Front	Side	Rear
35 feet	20 feet	35 feet

(F) *Height Requirements.* There shall be no maximum height limits in the R-A District, provided, however, if a building exceeds the height of one (1) story, the portion of the building over one (1) story shall have an additional setback from any boundary line of an adjacent residential district. The amount of additional setback for the portion of the building over one (1) story shall be equal to the difference between the total height of that portion of the building and one (1) story.

(G) *Building area.* None.

161.22 Community Services

(A) *Purpose*. The Community Services District is designed primarily to provide convenience goods and personal services for persons living in the surrounding residential areas and is intended to provide for adaptable mixed use centers located along commercial corridors that connect denser development nodes. There is a mixture of residential and commercial uses in a traditional urban form with buildings addressing the street. For the purposes of Chapter 96: Noise Control, the Community Services district is a commercial zone. The intent of this zoning district is to provide standards that enable development to be approved administratively.

(B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 10	Three (3) and four (4) family dwellings
Unit 13	Eating places
Unit 15	Neighborhood Shopping goods
Unit 24	Home occupations
Unit 25	Offices, studios and related services
Unit 26	Multi-family dwellings
Unit 40	Sidewalk Cafes
Unit 41	Accessory dwellings
Unit 44	Cluster Housing Development
Unit 45	Small scale production
Unit 46	Short-term rentals

Note: Any combination of above uses is permitted upon any lot within this zone. Conditional uses shall need approval when combined with pre-approved uses.

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit

Unit 3	Public protection and utility facilities
Unit 14	Hotel, motel and amusement services
Unit 16	Shopping goods
Unit 17	Transportation, trades and services
Unit 18	Gasoline service stations and drive-in/drive-through restaurants
Unit 19	Commercial recreation, small sites
Unit 28	Center for collecting recyclable materials
Unit 34	Liquor stores
Unit 35	Outdoor music establishments
Unit 36	Wireless communication facilities*
Unit 42	Clean technologies

(C) *Density*. None.

(D) *Bulk and Area Regulations.*

(1) *Lot Width Minimum.*

Dwelling	18 feet
All others	None

(2) *Lot Area Minimum.* None.

(E) *Setback regulations.*

Front:	A build-to zone that is located between 10 feet and a line 25 feet from the front property line.
Side and rear:	None
Side or rear, when contiguous to a single-family residential district:	15 feet

(F) *Building Height Regulations.*

Building Height Maximum	5 stories

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

Zoning Comparison Chart

	CURRENT		PROPOSED	
	R-A: Residential Agriculture	CS: Community Services	Neighborhood Zone Planning Area A	Neighborhood Zone Planning Area B
PERMITTED USES	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	1. City-wide uses by right 4. Cultural and recreational facilities 5. Government facilities 8. Single-family dwellings 9. Two-family dwellings 10. Three (3) and four (4) family dwellings 13. Eating places 15. Neighborhood Shopping goods 24. Home occupations 25. Offices, studios and related services 26. Multi-family dwellings 40. Sidewalk Cafes 41. Accessory dwellings 44. Cluster Housing Development 45. Small scale production 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 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
CONDITIONAL USES	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	2. City-wide uses by conditional use permit 3. Public protection and utility facilities 14. Hotel, motel and amusement services 16. Shopping goods 17. Transportation, trades and services 18. Gasoline service stations and drive-in/drive-through restaurants 19. Commercial recreation, small sites 28. Center for collecting recyclable materials 34. Liquor stores 35. Outdoor music establishments 36. Wireless communication facilities* 42. Clean technologies	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 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 4. Cultural and recreational facilities 5. Government facilities 12a. Limited 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
DENSITY	One-half (1/2)	None	None	None
LOT WIDTH MIN. (FT)	200	18 (Residential) None (all others)	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.	22 (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
LOT AREA MIN. (SF)	2 acres	None	None	None
FRONT SETBACK (FT)	35	A build-to zone that is located between 10 feet 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.	A build-to zone that is located between the front property line and a line 25 feet from the front property line.
SIDE SETBACK (FT)	20	None	5	None
REAR SETBACK (FT)	35	None 15 (when continguous to a single-family residential district)	5 12 (from center line of an alley)	5 12 (from center line of an alley)
BUILDING HEIGHT	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.	5 Stories	3 Stories	3 Stories
MAX. BUILDING AREA (%)	None	50% of lot width	50% of lot width	50% of lot width

G

Analysis of Site Characteristics

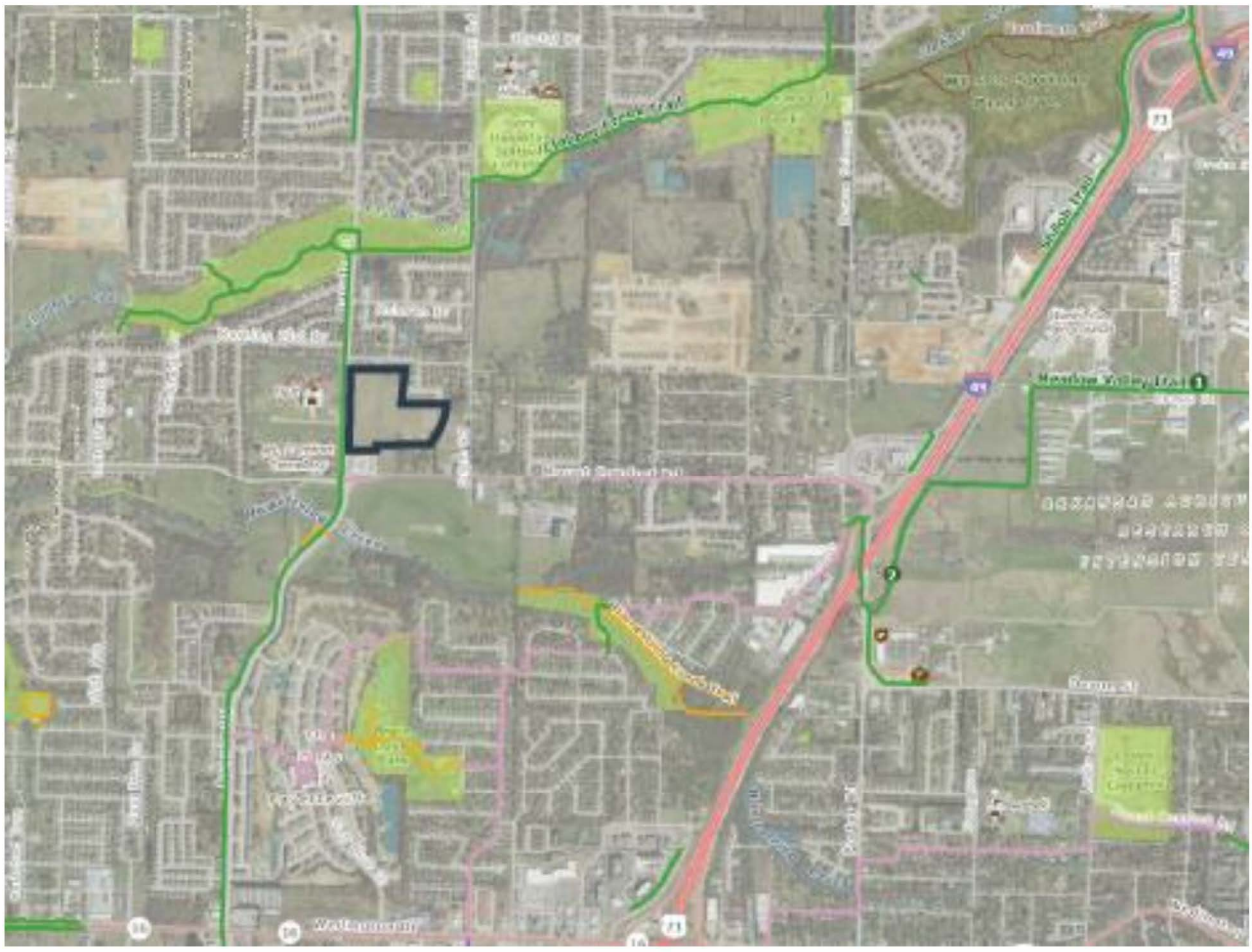
The existing site contains a gentle high point roughly in the center, falling gradually away to Clabber Creek to the north and Hamestring Creek to the south. The property is relatively level for Fayetteville and has been cleared and intensively farmed since at least the middle of the last century based on aerial photos. The site does not include hydric soils, historic wet prairie, or other sensitive ecologies. It is also outside the floodway of both adjacent creeks.



H

Recreational Facilities

The proposed development includes a large linear park for passive recreation and is walkable to the extensive Clabber Creek park and the future Underwood Park facilities. The site is located along the Clabber Creek trail connection to Mount Comfort. It is also walkable to both Holt Middle School (directly across the street) and Holcomb Elementary School ½ a mile to the north.



I

Reasons a Zoning Change is Required

The current zoning of Residential - Agriculture that governs most of the site (+/- 16.6 acres out of +/- 18.4 total acres) is not suitable to fulfill the City's needs for housing its rapidly increasing population or its goals for this specific area as a Tier 2 and Tier 3 center on Fayetteville's Growth Concept Map. Additionally, the walkable and mixed unit 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 are a mix of single family residential to the north, commercial uses along the arterial Mount Comfort corridor, and institutional uses to the west with Holt Middle School and Mount Comfort Presbyterian Church. The proposed neighborhood lines the single-family adjacencies with traditional residential lots. Smaller home lots face the institutional uses to the west, while a small cluster of multifamily masses are located along Mount Comfort. The mixed unit type neighborhood provides a natural variety of housing product and price points with intensity stepped down from existing single family home lots to multifamily along Mount Comfort. Refer to Section K following this section for discussion of how this transition of density and use is ideally appropriate for both realizing City planning goals and providing services to the surrounding community.



K

Project Compliance with Fayetteville Comprehensive Land Use Plan + City Plan 2040

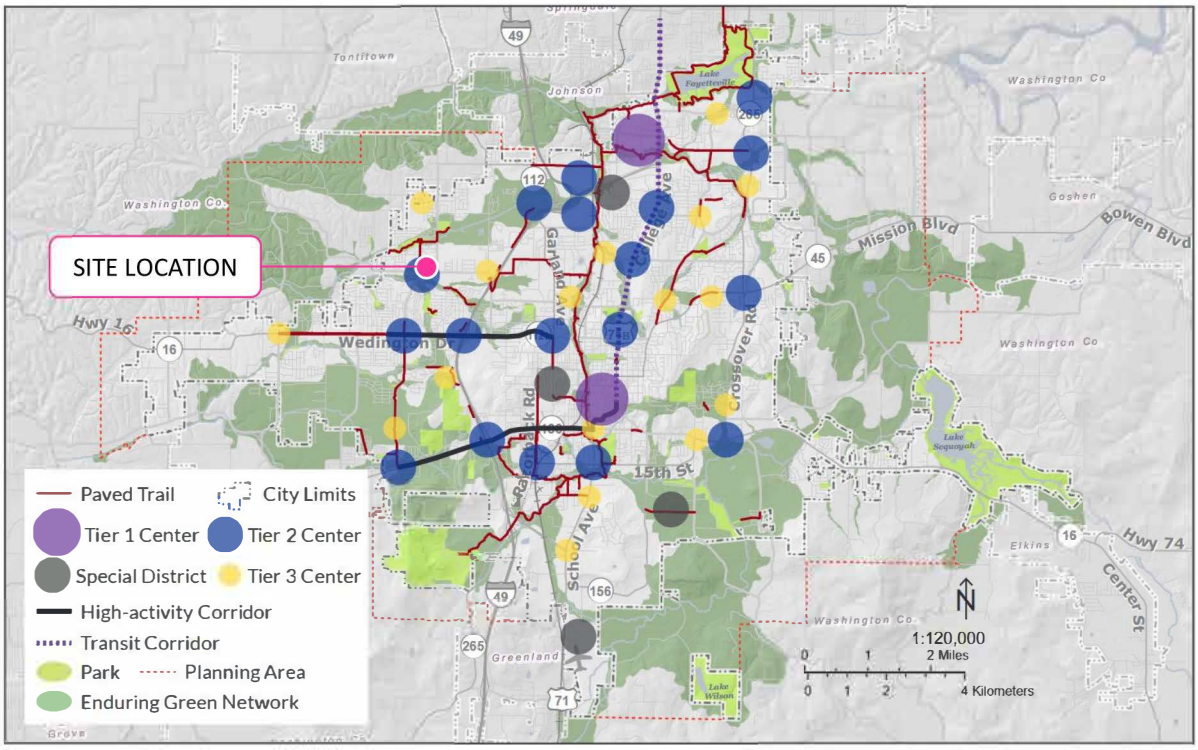


Figure 2.0 - Growth Concept Map

The project site is part of both a planned Tier 2 Center at Mount Comfort and Rupple and a planned Tier 3 Center at Mount Comfort and Salem Road.

The project site is on the outside shoulder of a Tier Two center, a smaller scale urban with fewer services, residents, and jobs than Tier One Centers. Tier Two Centers largely exist to provide services and employment to residents within two to three miles. They are characterized by housing that ranges from one- to three- story detached dwellings, duplexes, row houses, and mid-rise apartments. Commercial uses will be mixed-use and office buildings. The adjacencies of Holt Middle School directly to the west and low density single-family to the north make commercial services and multifamily more jarring along the western edge of the site and render the moderate density residential use proposed here ideal.

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 High Activity Corridor along Mount Comfort.

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.

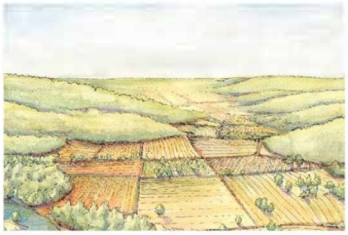


Figure 3.4 - Rural



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.

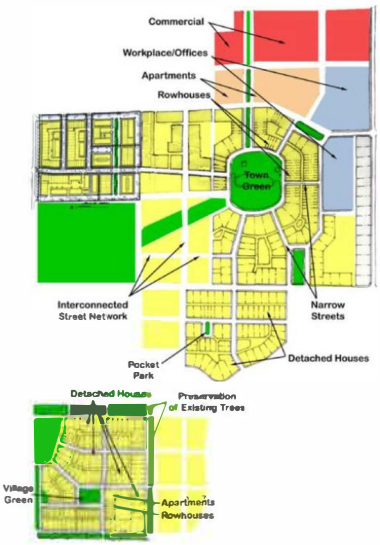


Figure 3.10 - Example Development Layout



Figure 3.11 - Example Development Layout



The Proposed development's location within a City Neighborhood Area (rather than the less intensive Residential Neighborhood Area) reflects the increased density and emphasis on walkability that is required to support the Tier Center and Transit Readiness Goals of the City. City Neighborhood Areas are more densely developed than residential neighborhood areas and provide a mix of non-residential and residential uses. This designation supports the widest spectrum of uses and encourages density in all housing types, from single-family to multi-family. Non-residential and commercial uses are primarily located at street intersections and along major corridors. Ideally, commercial uses would have a residential component and vary in size, variety and intensity. The street network should have a high number of intersections creating a system of small blocks with a high level of connectivity between neighborhoods. Building setbacks and landscaping are urban in form with street trees typically being located within the sidewalk zone.

City Neighborhood Areas encourage complete, compact and connected neighborhoods and are intended to serve the residents of Fayetteville, rather than a regional population. While they encourage dense development patterns, they do recognize existing conventional strip commercial development and their potential for future redevelopment in a more efficient urban layout. The guiding policies for City Neighborhood Areas are:

- Protect adjoining properties from the potential adverse impacts associated with non- residential uses adjacent to, and within, residential areas with proper mitigation measures that address scale, massing, traffic, noise, appearance, lighting, and drainage.
- Provide non-residential uses that are accessible for the convenience of individuals living in residential districts and where compatibility with existing development patterns is desired.
- Reduce the length and number of vehicle trips generated by residential development by enhancing the accessibility to these areas. Walkability should be integral to the design of the street and neighborhood shopping should be within a reasonable walking distance from residential uses.

- Encourage developers to designate and plan for mixed-use corners at the time of approval to properly plan for accessibility to these areas.
- Encourage pedestrian-friendly mixed-use buildings with transparent glass for commercial uses at street level and building entrances that address and connect to the street and sidewalk.
- Encourage a block and street layout that promotes walkable, bicycle friendly street designs with slow design speeds
- Encourage mixed-use development that is sensitive to surrounding residential uses and allows for day and night utilization of available parking.
- Utilize principles of traditional residential urban design to create compatible, livable and accessible neighborhoods.
- Encourage properties to redevelop in an urban form utilizing form-based zoning designations.
- Protect and restore Fayetteville's outstanding residential architecture of all periods and styles.
- Utilize the Master Street Plan and incorporate bike lanes, parkways and landscaped medians to preserve the character of the City and enhance the utilization of alternative modes of transportation.
- Manage non-residential development within and adjoining residential neighborhoods to minimize nuisances.
- Minimize through traffic on minor residential streets, while providing connections between neighborhoods to encourage openness and neighborliness.

Additionally, this proposed development aligns with the City's 2013 Wedington Corridor Plan by providing missing middle housing types, offering better pedestrian crossings within the neighborhood, enhancing walkability, providing infill housing and infill neighborhood services, and creating accessible open spaces.



L

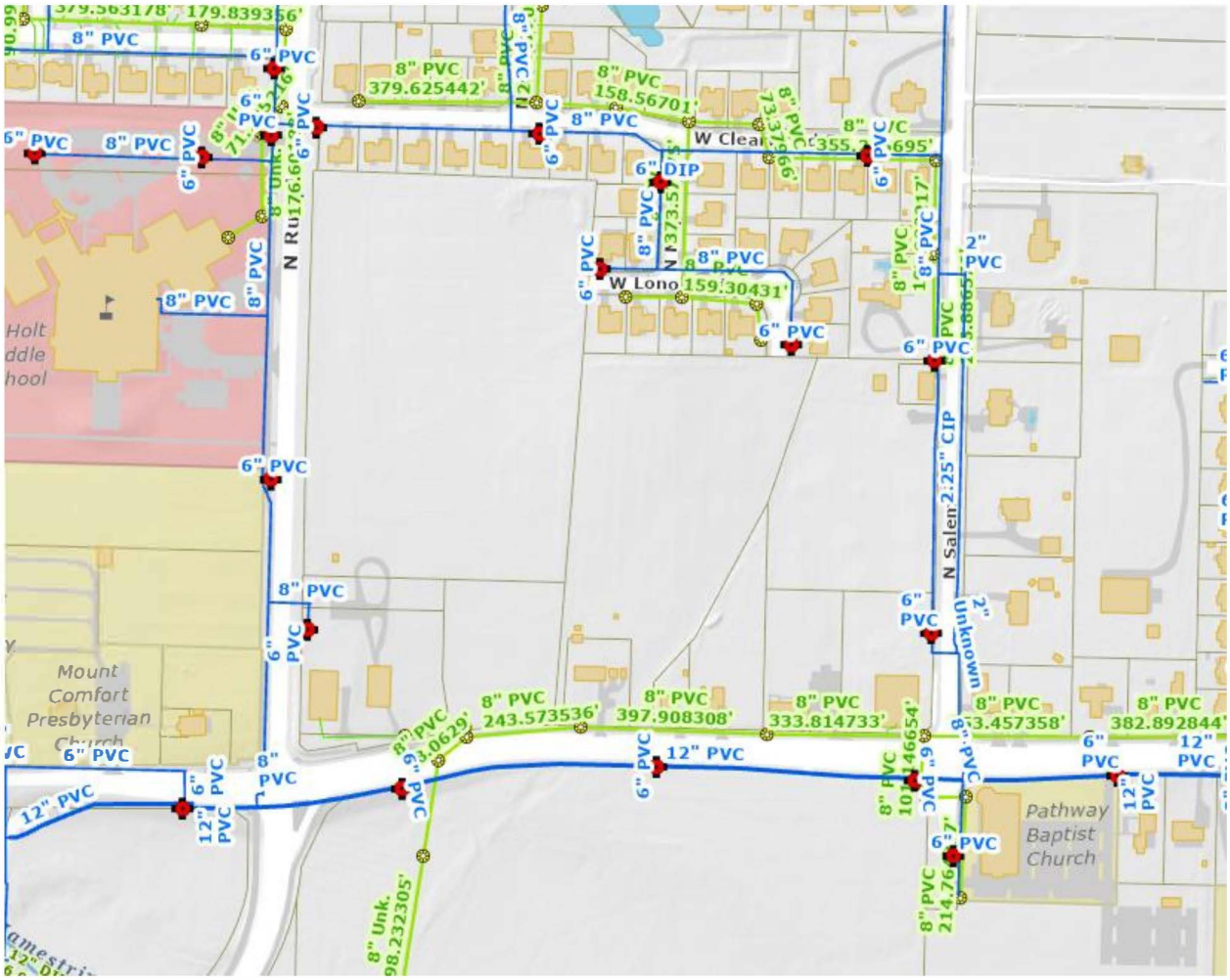
Traffic Study

A traffic study has not been deemed necessary at this time. Off Site Improvements will be determined at the time of development review.

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. A local engineering firm, Bates and Associates, states that the city cannot provide a letter guaranteeing any project service until that project has been approved, but it is their opinion that the public sewer and water infrastructure has more than enough capacity to feed this proposed PZD. This is primarily because of the major upgrades in the sewer and water system in the area within the last decade, this area not being dense, and being close to town. Thus, it is reasonable to assume that there are no indicators of capacity issues. 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.

(C) *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

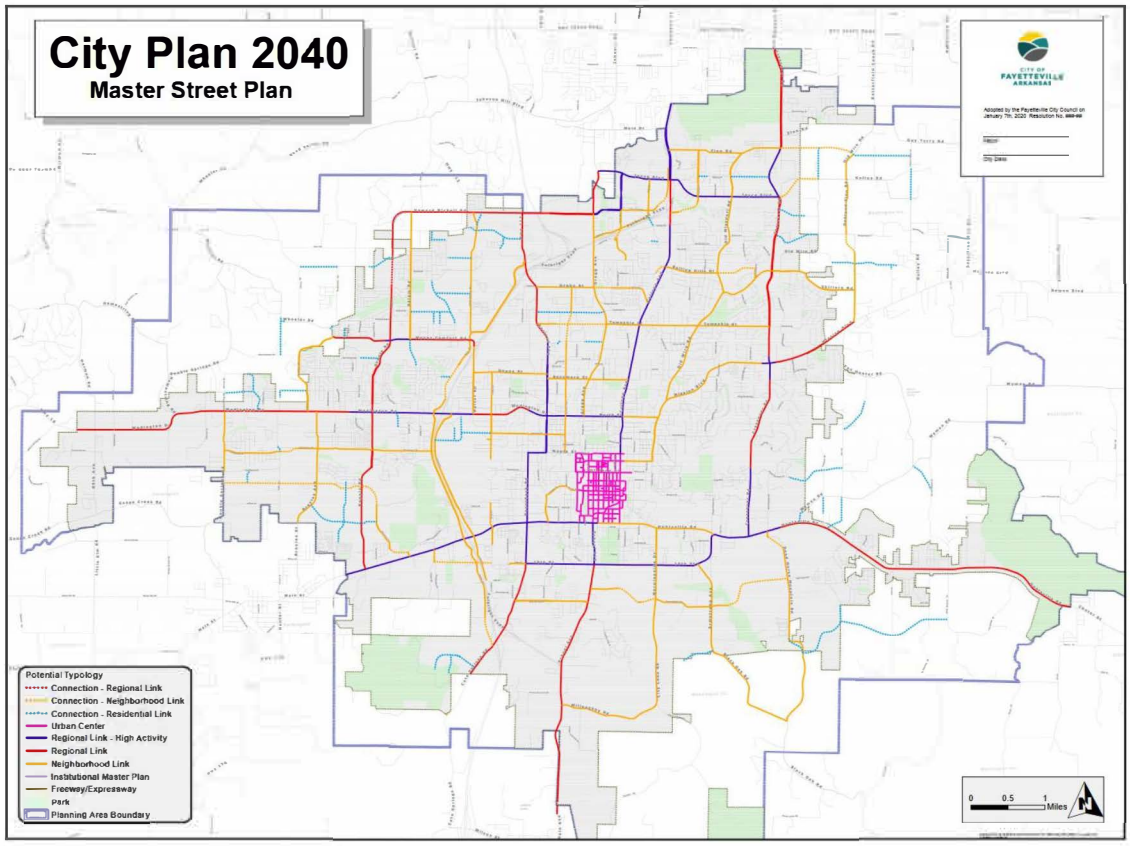
The project will comply with the standard Landscape Standards of the City of Fayetteville.

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 are a mix of single family residential to the north, commercial uses along the arterial Mount Comfort corridor, and institutional uses to the west with Holt Middle School and Mount Comfort Presbyterian Church. The proposed neighborhood lines the single-family adjacencies with traditional residential lots. Smaller home lots face the institutional uses to the west, while townhouses abut the more dense multifamily units intended along Mount Comfort as a concurrent part of this development but separate from this PZD. The mixed unit type neighborhood 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 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 denser multifamily cluster in the SE corner along Mt Comfort accompanies townhouses, cottages, and larger typical lots along the single-family residential neighborhoods to the north. The inclusion of multi-family housing by right in this PZD is purely a result of desiring to provide more traditional runs of townhouses of 5-6 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 is largely already developed, but connection and rational edge to the development have been provided to the undeveloped parcel to the east to allow the future urbanization of that parcel to 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 property's long term use for intensive agriculture has left little existing tree canopy except at the edges of the property. The site plan's geometry aligns to tree preservation plans to respect these existing fence line trees and the site's natural topography.

Future Land Use Plan	The PZD's innovative use definitions to respect mass of the buildings and impact of use, rather than household structure and number of kitchens in a building allows for a comprehensive plan and design for a mixed use yet harmonious development consistent with the guiding policies of the Future Land Use map.
Special Features	The site's geometry is challenging, with a diagonal eastern edge remaining from a historic train line easement. The geometry and dimensions of the site makes efficient, rear loaded units a challenge. The PZD's innovative approach to frontages allows 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.

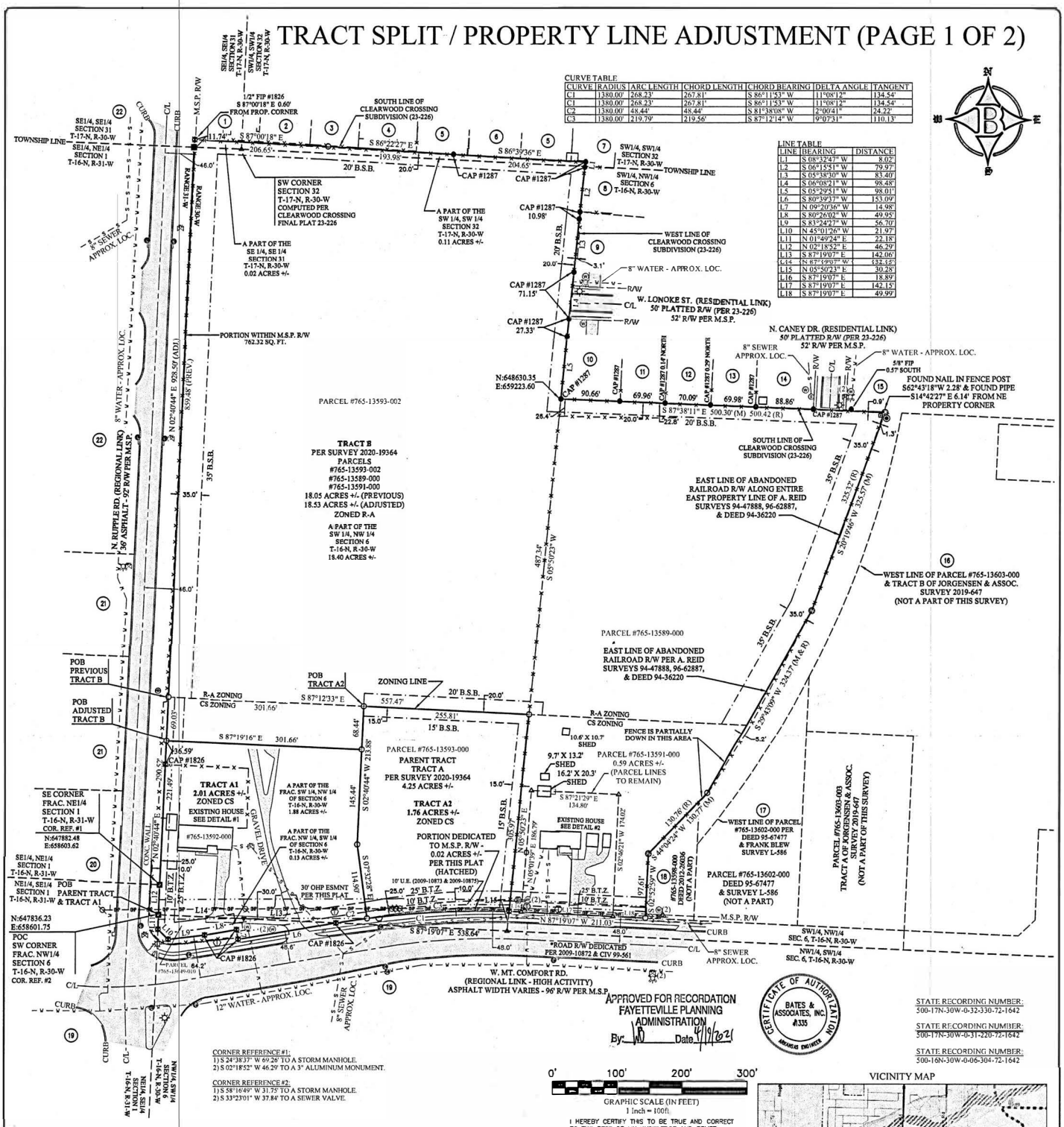


HOLT VILLAGE PZD LEGAL DESCRIPTION:

A PART OF THE FRACTIONAL NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 16 NORTH, AND ALSO A PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 17 NORTH, AND ALSO A PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 17 NORTH, ALL BEING LOCATED IN RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS, AND ALL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT AN EXISTING REBAR ON THE EAST RIGHT-OF-WAY OF NORTH RUPPLE ROAD WHICH IS N02°18'52"E 46.29' AND N02°40'44"E 221.49' FROM THE SOUTHWEST CORNER OF SAID FRACTIONAL NORTHWEST QUARTER OF SECTION 6 AND RUNNING THENCE ALONG SAID RIGHT-OF-WAY N02°40'44"E 928.50' TO A POINT ON THE SOUTH LINE OF CLEARWOOD CROSSING SUBDIVISION TO THE CITY OF FAYETTEVILLE, AS PER THE RECORDED PLAT THEREOF, THENCE ALONG SAID SOUTH SUBDIVISION LINE THE FOLLOWING: S87°00'18"E 206.65' TO AN EXISTING REBAR, S86°22'27"E 193.98' TO AN EXISTING REBAR, S86°39'36"E 204.65' TO AN EXISTING REBAR ON THE WEST LINE OF SAID SUBDIVISION. THENCE ALONG SAID WEST SUBDIVISION THE FOLLOWING: S08°32'47"W 8.02' TO AN EXISTING REBAR, S06°15'51"W 79.97' TO AN EXISTING REBAR, S05°38'30"W 83.40' TO AN EXISTING REBAR, S06°08'21"W 98.48' TO AN EXISTING REBAR, S05°29'51"W 98.01' TO AN EXISTING REBAR ON THE SOUTH LINE OF SAID SUBDIVISION, THENCE ALONG SAID SOUTH SUBDIVISION LINE S87°38'11"E 500.30' TO AN EXISTING FENCE CORNER ON THE EAST LINE OF AN ABANDONED RAILROAD RIGHT-OF-WAY , SAID ABANDONED RIGHT-OF-WAY BEING SHOWN ON A PLAT OF SURVEY BY ALAN REID AND ASSOCIATES RECORDED IN BOOK 94 AT PAGE 47888 IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, THENCE LEAVING SAID SUBDIVISION LINE ALONG SAID ABANDONED RIGHT-OF-WAY THE FOLLOWING: S20°19'46"W 325.57' TO AN EXISTING FENCE CORNER POST, S29°43'09"W 201.83', THENCE LEAVING SAID ABANDONED RIGHT-OF-WAY N87°12'33"W 592.50' TO AN EXISTING REBAR, THENCE S02°40'44"W 68.44' TO AN EXISTING REBAR, THENCE N87°19'16"W 301.66' TO THE POINT OF BEGINNING, CONTAINING 16.72 ACRES, MORE OR LESS. SUBJECT TO THAT PORTION IN NORTH RUPPLE ROAD MASTER STREET PLAN RIGHT-OF-WAY ON THE WEST SIDE OF HEREIN DESCRIBED TRACT AND ALSO SUBJECT TO ALL OTHER EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

PROVIDED BY BATES AND ASSOCIATES.

TRACT SPLIT / PROPERTY LINE ADJUSTMENT (PAGE 1 OF 2)



FOR USE AND BENEFIT OF
TONY & SHARROL HARDIN
LANDMARC CUSTOM HOMES
ADDRESS: 3870 WEST MT. COMFORT ROAD FAYETTEVILLE, ARKANSAS
DATE: 03/25/21 SCALE: 1"=100'
LOCATION: SECTION: 06 TOWNSHIP: 16 NORTH RANGE: 30 WEST
SEC. 31-T17N-R30W SEC. 32-T17N-R30W
SURVEYED: ROSS DRAFTED: JCR, KW, AH
REVIEWED: DT
COA #1335

Bates & Associates, Inc.
Engineers · Surveyors · Landscape Architects
7230 S. Pleasant Ridge Dr. · Fayetteville, Arkansas 72704 · 479.442.9350 · Fax 479.521.9350

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Location Map:
T-17-N T-16-N
31 32 01 6
R-31-W R-30-W

LEGEND:
THESE STANDARD SYMBOLS WILL BE FOUND IN THE DRAWING.
FOUND 1/2" REBAR
FOUND 5/8" REBAR
FOUND ALUM. MONUMENT
FOUND STONE
FOUND PK NAIL
SET 5/8" REBAR/CAP
COMPUTED POINT
FOUND FENCE CORNER POST
FOUND NAIL
FOUND PIPE
TELEPHONE PEDESTAL
ELECTRICAL METER
POWER POLE
WATER VALVE
WATER METER
FIRE HYDRANT
GAS METER
VALVE
STORM SEWER MH
STOP LIGHT
ELECTRICAL PEDESTAL
SANITARY SEWER MH
MANHOLE
BOUNDARY LINE (MEASURED)
PARCEL LINE
FORTY LINE/ TIE LINE
CENTERLINE OF ROAD
RIGHT-OF-WAY
WATER LINE
OVERHEAD POWER LINE
SEWER LINE
FENCE
BUILDING SETBACK
UTILITY EASEMENT

RECORDING NUMBER/DATE
Doc ID: 019837090002 Type: REL
Kind: SURVEY
Recorded: 04/19/2021 at 03:36:30 PM
Fee Amt: $20.00 Page 1 of 2
Washington County, AR
Kyle Sylvester Circuit Clerk
File 2021-00014557

TRACT SPLIT & PROPERTY LINE ADJUSTMENT (PAGE 2 OF 2)

ADJACENT LAND OWNERS

1) DUPRE, KRISTOPHER L & CYNDE A
12956 ROSE CEMENTERY RD
PRAIRIE GROVE, AR 72753
PARCEL #765-25461-000
ZONED: RSF-4
2) EVULUCH, BARRIS J & SONDREA L
TTEESEVULICH2000FAMILYTRUST
13616 SURREY LN
SARATOGA, CA 95070
PARCEL #765Z5462-000
ZONED: RSF-4
3) FISHER, KATHRYN
3661 W CLEARWOODDR
FAYETTEVILLE, AR 72704
PARCEL #765-25463-000
ZONED: RSF-4
4) CARPENTER, RICK & BELINDA
REVOCABLE LIVINIG TRUST
4010 CEDAR RIDGE LN
FAYETTEVILLE, AR 72704
PARCEL #765-25464-000
ZONED: RSF-4
5) RED KITE PROPERTIES LLC
1708 E AMBER DR
FAYETTEVILLE, AR 72703
PARCELS #765-25465-000
& #765-25467-000
ZONED: RSF-4
6) HANNAH, JAMES TODD & WENDY
3609 W CLEARWOODDR
FAYETTEVILLE, AR 72704
PARCEL #765-25466-000
ZONED: RSF-4
7) WALKER, CARL W & LEIGH A
PO BOX339
CENTERTON, AR 72719
PARCEL #765-25468-000
ZONED: RSF-4
8) MANGHAM, SCOTT C
2395 N MAJESTIC DR
FAYETTEVILLE, AR 72704
PARCEL #765-25470-000
ZONED: RSF-4
9) ENGELKES, TYLER
3570 W LONOKE DR
FAYETTEVILLE, AR 72704
PARCEL #765-25472-000
ZONED: RSF-4
10) LONG, ABBYELIZABETH;
LONG SUSAN ROGERS
3569 W LONOKE DR
FAYETTEVILLE, AR 72704
PARCEL #765-25473-000
ZONED: RSF-4
11) HARRIS, NATHANIEL J
472 S WILDCREST DR
FARMINGTON, AR 72730
PARCEL #765-25474-000
ZONED: RSF-4
12) MAYNARD, JOHNATHAN;
ALBRIGHT, JENNIFER
3543 W LONOKE DR
FAYETTEVILLE, AR 72704
PARCEL #765-25475-000
ZONED: RSF-4
13) VAUGHN, SPENCER A & EMILIE
3225 W LONOKE DR
FAYETTEVILLE, AR 72704PARCEL
#765-25476-000
ZONED: RSF-4
14) SCHULTZ, HOWARD & BONITA
3511 LONOKE ST
FAYETTEVILLE, AR 72704
PARCEL #765-25477-000
ZONED: RSF-4
15) MEISTER, JAMES TJR & GINGER
2002 WALNUT GROVE RD
LITTLE ROCK, AR 72223
PARCEL #765-25478-000
ZONED: RSF-4
16) 501 E PARKLLC
4611 ROGERS AVE STE 201
FORT SMITH, AR 72903
PARCEL #765-13603-000
ZONED: R-A
17) WEST, LARRY D
3504 W MT COMFORT RD
FAYETTEVILLE, AR 72704-5722
PARCEL #765-13602-000
ZONED: R-A
18) FAUCETTE, GEORGE C JR REV TRUST;
FAUCETTE, ROSEMARY REV TRUST
3593 N COLLEGE AVE
FAYETTEVILLE, AR 72703-5108
PARCEL #765-13598-000
ZONED: R-A
19) WRDARE LAND LLC
1841 N BESTFRIENDLN
FAYETTEVILLE, AR 72704
PARCELS #765-13649-000
& #765-24067-000
ZONED: CS
20) MT COMFORT CONGREGATIONOF
THE PRESBYTERIAN CHURCH, USA
3816 W MT COMFORT RD
FAYETTEVILLE, AR 72704
PARCEL #765-24059-000
ZONED: RSF-1
21) MT COMFORT CEMETERY
ASSOCIATION
3816 W MT COMFORT RD
FAYETTEVILLE, AR 72704
PARCELS #765-24057-000
& #765-21236-000
ZONED: RSF-1
22) FAYETTEVILLE SCHOOL DISTRICT #1
POBOX 849
FAYETTEVILLE, AR 72702-0849
PARCELS #765-21238-000
& #765-21247-000
ZONED: P-1

FIELDWORK:
APRIL 6, 7, &9,
MAY 4, 2020

BASIS OF BEARING:
GPS OBSERVATION - AR NORTH ZONE

REFERENCE DOCUMENTS:
1) PLAT OF SURVEY BY BLEW & ASSOCIATES JOB NO. 18-201 DATED JUNE24, 2016
2) PLAT OF SURVEY BY BLEW & ASSOCIATES DATED FEBRUARY 13, 1989
3) FINAL PLAT CLEARCREEK CROSSING SUBDIVISION FILED IN BOOK 23 AT PAGE 226
4) WARRANTY DEED FILED IN BOOK 2017 AT PAGE 15552
5) WARRANTY DEED FILED IN BOOK 94 AT PAGE 36220
6) WARRANTY DEED FILED IN BOOK 908 AT PAGE 702
7) PLAT OF SURVEY FILED IN BOOK 2019 AT PAGE 647
8) PLAT OF SURVEY FILED IN BOOK L AT PAGE 586
9) PLAT OF SURVEY FILED IN BOOK 94 AT PAGE 47888
10) PLAT OF SURVEY FILED IN BOOK 2020 AT PAGE 19364
11) PLAT OF SURVEY FILED IN BOOK 96 AT PAGE 62887
12) DEEDS FOR PARCEL #765-13602-000
13) DEEDS FOR PARCEL #765-13598-000
14) WARRANTY DEED FILED IN BOOK 94 AT PAGE 36220
15) WARRANTY DEED FILED IN BOOK 908 AT PAGE 702
16) QUITCLAIM DEED FILED IN BOOK 928 AT PAGE 754
17) WARRANTY DEED FILED IN BOOK 2020 AT PAGE 20100

PROPERTY ZONED:
CS - COMMUNITY SERVICES (TRACT A1, TRACT A2, & A PART OF ADJUSTED TRACT B)
R-A (A PART OF ADJUSTED TRACT B)

BUILDING SETBACKS (PER CS ZONING):

FRONT	A BUILD-TO-ZONE THAT IS LOCATED 10ft AND A LINE 25ft FROM THE FRONT PROPERTY LINE
SIDE AND REAR	00ft
SIDE OR REAR	15ft (WHEN CONTIGUOUS TO A SINGLE-FAMILY RESIDENTIAL DISTRICT)

BUILDING SETBACKS (PER R-A ZONING):

FRONT	35ft
SIDE	20ft
REAR	35ft

FAYETTEVILLE CERTIFICATE OF OWNERSHIP & DEDICATION:
WE, THE UNDERSIGNED OWNERS, REPRESENTING ONE HUNDRED PERCENT (100%) OWNERSHIP OF THE REAL ESTATE SHOWN AND DESCRIBED HEREIN, DO HEREBY DEDICATE FOR PUBLIC OWNERSHIP, ALL STREETS AND ALLEYS AS SHOWN ON THIS PLAT FOR PUBLIC BENEFIT AS PRESCRIBED BY LAW. THE OWNERS ALSO DEDICATE TO CITY OF FAYETTEVILLE AND TO THE PUBLIC UTILITY COMPANIES (INCLUDING ANY CABLE TELEVISION COMPANY HOLDING A FRANCHISE GRANTED BY THE CITY OF FAYETTEVILLE) THE EASEMENTS AS SHOWN ON THIS PLAT FOR THE PURPOSE OF INSTALLATION OF NEW FACILITIES AND THE REPAIR OF EXISTING FACILITIES. ALSO ESTABLISHED HEREBY IS THE RIGHT OF INGRESS AND EGRESS TO SAID EASEMENTS, THE RIGHT TO PROHIBIT THE ERECTION OF BUILDINGS, STRUCTURES, OR FENCES WITHIN SAID EASEMENTS, AND THE RIGHT TO REMOVE OR TRIM TREES WITHIN SAID EASEMENTS.

4-9-21
DATE

TONY BERNELL HARDIN

4/9/21
DATE

SHARROL N. HARDIN

4/13/21
DATE

LANDMARC CUSTOM HOMES

PROPERTY OWNERS:
1) HARDIN, TONY BERNELL
& SHARROLN
3670 W MT COMFORT RD
FAYETTEVILLE, AR 72704
PARCELS #765-13592-000,
#765-13593-000 & #765-13649-010

2) LANDMARC CUSTOM HOMES
1224 S MAESTRI RD
SPRINGDALE, AR 72762
PARCELS #765-13589-000,
#765-13591-000 & #765-13593-002

PLAT PAGE INDEX:
323

SURVEY DESCRIPTIONS:

PARENT TRACT (TRACT A PER SURVEY 2020-19364):
A PART OF THE SOUTHWEST QUARTER AND A PART OF THE FRACTIONAL NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 16 NORTH, RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT AN EXISTING ALUMINUM MONUMENT ON THE EAST RIGHT-OF-WAY OF NORTH RUPPLE ROAD MARKING THE SOUTHWEST CORNER OF SAID FRACTIONAL NORTHWEST QUARTER AND RUNNING THENCE ALONG SAID RIGHT-OF-WAY N02°18'52"E 46.29' TO AN EXISTING ALUMINUM MONUMENT MARKING THE SOUTHEAST CORNER OF THE FRACTIONAL NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 16 NORTH, RANGE 31 WEST, THENCE CONTINUING ALONG SAID RIGHT-OF-WAY N02°40'44"E 290.52', THENCE LEAVING SAID RIGHT-OF-WAY S87°12'33"E 557.47', THENCE S05°50'23"W 305.97' TO AN EXISTING REBAR ON THE NORTH RIGHT-OF-WAY OF WEST MOUNT COMFORT ROAD, THENCE ALONG SAID RIGHT-OF-WAY THE FOLLOWING: ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1380.00' FOR A CHORD BEARING AND DISTANCE OF S86°41'53"W 267.81'TO AN EXISTING REBAR, S80°39'37"W 153.09' TO AN EXISTING REBAR, N09°20'36"W 14.98'TO AN EXISTING REBAR, S80°26'02"W 49.95' TO AN EXISTING REBAR, S83°24'27"W 56.70' TO AN EXISTING REBAR, N45°01'26"W 21.97' TO AN EXISTING REBAR, N01°49'24"E 22.18' TO THE POINT OF BEGINNING, CONTAINING 4.25 ACRES, MORE OR LESS. SUBJECT TO THAT PORTION IN WEST MOUNT COMFORT MASTER STREET PLAN RIGHT-OF-WAY ON THE SOUTH SIDE OF HEREIN DESCRIBED TRACT AND SUBJECT TO ALL OTHER EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

TRACT A1:
A PART OF THE SOUTHWEST QUARTER AND A PART OF THE FRACTIONAL NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 16 NORTH, RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT AN EXISTING ALUMINUM MONUMENT ON THE EAST RIGHT-OF-WAY OF NORTH RUPPLE ROAD MARKING THE SOUTHWEST CORNER OF SAID FRACTIONAL NORTHWEST QUARTER AND RUNNING THENCE ALONG SAID RIGHT-OF-WAY N02°18'52"E 46.29' TO AN EXISTING ALUMINUM MONUMENT MARKING THE SOUTHEAST CORNER OF THE FRACTIONAL NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 16 NORTH, RANGE 31 WEST, THENCE CONTINUING ALONG SAID RIGHT-OF-WAY N02°40'44"E 221.49', THENCE LEAVING SAID RIGHT-OF-WAY S87°19'16"E 301.66', THENCE S02°40'44"W 145.44', THENCES07°32'28"E 114.90' TO THE NORTH RIGHT-OF-WAY OF MOUNT COMFORT ROAD, THENCE ALONG SAID RIGHT-OF-WAY THE FOLLOWING: ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1380.00' FOR A CHORD BEARING AND DISTANCE OF S81°38'08"W 48.44' TO AN EXISTING REBAR, S80°39'37"W 153.09' TO AN EXISTING REBAR, S80°26'02"W 49.95' TO AN EXISTING REBAR, S83°24'27"W 56.70' TO AN EXISTING REBAR, N45°01'26"W 21.97' TO AN EXISTING REBAR, N01°49'24"E 22.18' TO THE POINT OF BEGINNING, CONTAINING 2.01 ACRES, MORE OR LESS. SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

TRACT A2:
A PART OF THE FRACTIONAL NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 16 NORTH, RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: COMMENCING AT AN EXISTING ALUMINUM MONUMENT ON THE EAST RIGHT-OF-WAY OF NORTH RUPPLE ROAD MARKING THE SOUTHWEST CORNER OF SAID FORTY ACRE TRACT AND RUNNING THENCE ALONG SAID RIGHT-OF-WAY N02°18'52"E 46.29' TO AN EXISTING ALUMINUM MONUMENT MARKING THE SOUTHEAST CORNER OF THE FRACTIONAL NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 16 NORTH, RANGE 31 WEST, THENCE CONTINUING ALONG SAID RIGHT-OF-WAY N02°40'44"E 290.52', THENCE LEAVING SAID RIGHT-OF-WAY S87°12'33"E 305.97' TO AN EXISTING REBAR, THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1380.00' FOR A CHORD BEARING AND DISTANCE OF S87°12'14"W 219.56', THENCE N07°32'28"W 114.90', THENCE N02°40'44"E 213.88' TO THE POINT OF BEGINNING, CONTAINING 1.76 ACRES, MORE OR LESS. SUBJECT TO THAT PORTION IN WEST MOUNT COMFORT ROAD MASTER STREET PLAN RIGHT-OF-WAY ON THE SOUTH SIDE OF HEREIN DESCRIBED TRACT AND ALSO SUBJECT TO ALL OTHER EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

PREVIOUS TRACT B (PER SURVEY 2020-19364):
A PART OF THE FRACTIONAL NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 16 NORTH, AND ALSO A PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 17 NORTH, AND ALSO A PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 17 NORTH, ALL BEING LOCATED IN RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS, AND ALL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A POINT ON THE EAST RIGHT-OF-WAY OF NORTH RUPPLE ROAD WHICH IS N02°18'52"E 46.29' AND N02°40'44"E 290.52' FROM AN EXISTING ALUMINUM MONUMENT MARKING THE SOUTHWEST CORNER OF SAID FRACTIONAL NORTHWEST QUARTER OF SECTION 6 AND RUNNING THENCE ALONG SAID RIGHT-OF-WAY N02°40'44"E 859.48'TO A POINT ON THE SOUTH LINE OF CLEARWOOD CROSSING SUBDIVISION TO THE CITY OF FAYETTEVILLE, AS PER THE RECORDED PLAT THEREOF, THENCE ALONG SAID SOUTH SUBDIVISION LINE THE FOLLOWING: S87°00'18"E 206.65', S86°22'27"E 193.98' TO AN EXISTING REBAR, S86°39'36"E204.65' TO AN EXISTING REBAR ON THE WEST LINE OF SAIDSUBDIVISION. THENCE ALONG SAID WEST SUBDIVISION THE FOLLOWING: S08°32'47"W 8.02' TO AN EXISTINGREBAR, S06°15'51"W 79.97' TO AN EXISTING REBAR, S05°38'30"W 83.40' TO AN EXISTING REBAR, S06°08'21"W 98.48' TO AN EXISTING REBAR, S05°29'51"W 98.01' TO AN EXISTING REBAR ON THE SOUTH LINE OF SAID SUBDIVISION, THENCE ALONG SAID SOUTH SUBDIVISION LINE S87°38'11"E 500.30' TO AN EXISTING FENCE CORNER ON THE EAST LINE OF AN ABANDONED RAILROAD RIGHT-OF-WAY , SAID ABANDONED RIGHT-OF-WAY BEING SHOWN ON A PLAT OF SURVEY BY ALAN REID AND ASSOCIATES RECORDED IN BOOK 94 AT PAGE 47888 IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, THENCE LEAVING SAID SUBDIVISION LINE ALONG SAID ABANDONED RIGHT-OF-WAY THE FOLLOWING: S20°19'46"W 325.57' TO AN EXISTING FENCE CORNER POST, S29°43'09"W 324.37', S44°04'24"W 130.77' TO AN EXISTING FENCE CORNER ON THE EAST LINE OF A TRIANGLE SHAPED PIECE OF LAND THAT WAS CONVEYED TO ELLIS H. WILSON AND MATTIE BELLE WILSON BY EDNA HENBEST, AS PER QUITCLAIM DEEDRECORDEDIN BOOK 928 AT PAGE 754, THENCE ALONG SAID EAST LINE S02°52'59"W 97.61' TO THE EXISTING NORTH RIGHT-OF-WAY OF WEST MOUNT COMFORT ROAD. THENCE ALONG SAID RIGHT-OF-WAY N87°19'07"W 211.03' TO AN EXISTING REBAR, THENCE LEAVING SAID RIGHT-OF-WAY N05°50'23"E 305.97', THENCE N87°12'33"W 557.47' TO THE POINT OF BEGINNING, CONTAINING 18.05 ACRES, MORE OR LESS. SUBJECT TO THAT PORTION IN NORTH RUPPLE ROAD MASTER STREET PLAN RIGHT-OF-WAY ON THE SOUTH SIDE OF HEREIN DESCRIBED TRACT AND ALSO SUBJECT TO ALL OTHER EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

ADJUSTED TRACT B:
A PART OF THE FRACTIONAL NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 16 NORTH, AND ALSO A PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 17 NORTH, AND ALSO A PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 17 NORTH, ALL BEING LOCATED IN RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS, AND ALL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TOWIT: BEGINNING AT A POINT ON THE EAST RIGHT-OF-WAY OF NORTH RUPPLE ROAD WHICH IS N02°18'52"E 46.29' AND N02°40'44"E 221.49'FROM AN EXISTING ALUMINUM MONUMENTMARKING THE SOUTHWEST CORNER OF SAID FRACTIONAL NORTHWEST QUARTER OF SECTION 6 AND RUNNING THENCE ALONG SAID RIGHT-OF-WAY N02°40'44"E 928.50' TO A POINTON THE SOUTH LINE OF CLEARWOOD CROSSING SUBDIVISION TO THE CITY OF FAYETTEVILLE, AS PER THE RECORDED PLAT THEREOF, THENCE ALONG SAID SOUTH SUBDIVISION LINE THE FOLLOWING: S87°00'18"E 206.65', S86°22'27"E 193.98'TO AN EXISTING REBAR, S86°39'36"E 204.65' TO AN EXISTING REBAR ON THE WEST LINE OF SAID SUBDIVISION. THENCE ALONG SAID WEST SUBDIVISIONTHE FOLLOWING: S08°32'47"W 8.02'TO AN EXISTINGREBAR, S06°15'51"W 79.97' TO AN EXISTING REBAR, S05°38'30"W 83.40' TO AN EXISTING REBAR, S06°08'21"W 98.48' TO AN EXISTING REBAR, S05°29'51"W 98.01' TO AN EXISTING REBAR ON THE SOUTH LINE OF SAID SUBDIVISION, THENCE ALONG SAID SOUTH SUBDIVISION LINE S87°38'11"E 500.30' TO AN EXISTING FENCE CORNER ON THE EAST LINE OF AN ABANDONED RAILROAD RIGHT-OF-WAY , SAID ABANDONED RIGHT-OF-WAY BEING SHOWN ON A PLAT OF SURVEY BY ALAN REID AND ASSOCIATES RECORDED IN BOOK 94 AT PAGE 47888 IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, THENCE LEAVING SAID SUBDIVISION LINE ALONG SAID ABANDONED RIGHT-OF-WAY THE FOLLOWING: S20°19'46"W 325.57' TO AN EXISTING FENCE CORNER POST, S29°43'09"W 324.37', S44°04'24"W 130.77' TO AN EXISTING FENCE CORNER ON THE EAST LINE OF A TRIANGLE SHAPED PIECE OF LAND THAT WAS CONVEYED TO ELLIS H. WILSON AND MATTIE BELLE WILSON BY EDNA HENBEST, AS PER QUITCLAIM DEED RECORDED IN BOOK 928 AT PAGE 754, THENCE ALONG SAID EAST LINE S02°52'59"W 97.61' TO THE EXISTING NORTH RIGHT-OF-WAY OF WEST MOUNT COMFORT ROAD, THENCE ALONG SAID RIGHT-OF-WAY N87°19'07"W 211.03' TO AN EXISTING REBAR, THENCE LEAVING SAID RIGHT-OF-WAY N05°50'23"E 305.97', THENCE N87°12'33"W 255.81', THENCE S02°40'44"W 68.44', THENCE N87°19'16"W 301.66'TO THE POINT OF BEGINNING, CONTAINING 18.53 ACRES, MORE OR LESS. SUBJECT TO THAT PORTION IN NORTH RUPPLE ROAD MASTER STREET PLAN RIGHT-OF-WAY ON THE WEST SIDE, SUBJECT TO THAT PORTION IN WEST MOUNT COMFORT ROAD MASTER STREET PLAN RIGHT-OF-WAY ON THE SOUTH SIDE OF HEREIN DESCRIBED TRACT AND ALSO SUBJECT TO ALL OTHER EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

GIS Approved
02/21/2024 4:48:35 PM

STATE RECORDING NUMBER:
500-17N-30W-0-32-330-72-1642

STATE RECORDING NUMBER:
500-17N-30W-0-31-220-72-1642

STATE RECORDING NUMBER:
500-16N-30W-0-06-304-72-1642

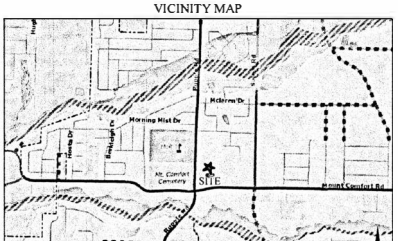
I HEREBY CERTIFY THIS TO BE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF ON THIS THE 4TH DAY OF MAY, 2020.

CERTIFICATE OF AUTHORIZATION BATES & ASSOCIATES, INC. #335 ARKANSAS ENGINEER

REGISTERED STATE OF ARKANSAS NO. 1642 PROFESSIONAL LAND SURVEYOR PATRICK L. THOMAS

IF THE SIGNATURE ON THIS SEAL IS NOT AN ORIGINAL AND NOT BLUE IN COLOR THEN IT SHOULD BE ASSUMED THAT THIS PLAT MAY HAVE BEEN ALTERED. THE ABOVE CERTIFICATION SHALL NOT APPLY TO ANY COPY THAT DOES NOT BEAR AN ORIGINAL SEAL AND SIGNATURE.

VICINITY MAP



VICINITY MAP NOT TO SCALE

NOTE:
THE LOCATION OF UTILITIES SHOWN HEREON ARE FROM OBSERVED EVIDENCE OF ABOVE GROUND APPURTENANCES. ALL UTILITY LINES APPEARING ON THIS PLAT, AS WELL AS THOSE THAT MAY EXIST UNDERGROUND NEED TO BE VERIFIED PRIOR TO DOING ANY TYPE OF EXCAVATION OR DESIGN. SOME UTILITY LINES MAY ALSO EXIST THAT WERE NOT SHOWN ON THIS PLAT.

FLOOD CERTIFICATION:
NO PORTION OF THIS PROPERTY IS LOCATED WITHIN FLOOD ZONE "A" OR "AE" AS DETERMINED BY THE NATIONAL FLOOD INSURANCE PROGRAM FLOOD INSURANCE RATE MAP FOR WASHINGTON COUNTY, ARKANSAS. (FIRM PANEL #05143C0205F. DATED05/16/2008)

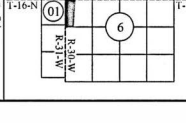
DRAWING #20-006 SPLIT V.2

FOR USE AND BENEFIT OF:
TONY & SHARROL HARDIN
LANDMARC CUSTOM HOMES
ADDRESS:
3670 WEST MT. COMFORT ROAD
FAYETTEVILLE, ARKANSAS
DATE: 03/23/21 | SCALE: 1"=100'
LOCATION: SECTION: 06 TOWNSHIP: 16 NORTH RANGE: 30 WEST
SURVEYED: ROSS | DRAFTED: JCR,KW,AH
REVIEWED: DT
COA #1335
SEC. 31-T17N-R30W
SEC. 32-T17N-R30W

Bates & Associates, Inc.
Engineers · Surveyors · Landscape Architects
7230 S. Pleasant Ridge Dr. · Fayetteville, Arkansas 72704 · 479.442.9350 · Fax 479.521.9350

BATES & ASSOCIATES, INC. Copyright 2021
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Location Map:



LEGEND:
THESE STANDARD SYMBOLS WILL BE FOUND IN THE DRAWING.

- FOUND 1/2" REBAR
- FOUND 5/8" REBAR
- FOUND ALUM. MONUMENT
- FOUND STONE
- FOUND PK NAIL
- SET 5/8" REBAR/CAP
- COMPUTED POINT
- FOUND FENCE CORNER POST
- FOUND NAIL
- FOUND PIPE
- TELEPHONE PEDESTAL
- ELECTRICAL METER
- POWER POLE
- WATER VALVE
- WATER METER
- FIRE HYDRANT
- GAS METER
- VALVE
- STORM SEWER MH
- STOP LIGHT
- ELECTRICAL PEDESTAL
- SANITARY SEWER MH
- BOUNDARY LINE (MEASURED)
- PARCEL LINE
- FORTY LINE/TIELINE
- CENTERLINE OF ROAD
- RIGHT-OF-WAY
- WATER LINE
- OVERHEAD POWER LINE
- SEWER LINE
- FENCE
- BUILDING SETBACK
- UTILITY EASEMENT

RECORDING NUMBER/DATE

CITY OF FAYETTEVILLE ARKANSAS

PLANNING COMMISSION MEMO

TO: Fayetteville Planning Commission

FROM: Jessie Masters, Planning Director

MEETING DATE: August 25, 2025 Updated with results

SUBJECT: **ADM-2025-0034: Administrative Item (3568 W. MOUNT COMFORT RD/LANDMARC CUSTOM HOMES LLC, 323):** Submitted by BATES & ASSOCIATES for property located at 3568 W. MOUNT COMFORT RD. The property is zoned CS, COMMUNITY SERVICES, and RPZD, RESIDENTIAL PLANNED ZONING DISTRICT and contains approximately 16.72 acres. The request is to amend a planned zoning district.

RECOMMENDATION:
Staff recommends forwarding **ADM-2025-0034** to City Council with a recommendation of approval.

RECOMMENDED MOTION:
"I move to forward **ADM-2025-0034** *to City Council with a recommendation of approval.*

BACKGROUND:
The subject property is in northwest Fayetteville, northeast of the intersection of N. Rupple Road and W. Mount Comfort Road and east of Holt Middle School. The site is largely undeveloped, but for one single-family home with associated outbuildings that were built in the late 1970s. In total, the property contains about 18.47 acres and is currently split-zoned CS, Community Services and RPZD, Residential Planned Zoning District; the Planned Zoning District portion totals approximately 16.72 acres. A preliminary plat was approved in February 2025 for the residential subdivision of 105 lots. No overlay districts currently govern the site. Surrounding land use and zoning is depicted on *Table 1*.

Table 1
Surrounding Land Use and Zoning

Direction	Land Use	Zoning
North	Single-Family Residential	RSF-4, Residential Single-Family, 4 Units per Acre
South	Commercial/Undeveloped	CS, Community Services
East	Undeveloped/Pending Goddard School	R-A, Residential Agricultural; CS, Community Services
West	Holt Middle School/Mount Comfort Cemetery	P-1, Institutional; RSF-1, Residential Single-Family, 1 Unit per Acre

Request: The request is for a modification to the overall PZD as follows:

Planning Area #1 – 6.1 acres (previously 9.9 acres): Labeled as Neighborhood Zone A, the intention of this planning area is to provide primarily single- and two-family homes, with minimum lot widths of 24 feet (previously 25 feet). Previously, some of these homes were oriented around common greenspace, but the applicant has shifted this intent, and they will be facing public streets. Building heights are still limited to a maximum of three stories.

Planning Area #2 – 7.72 acres (previously 6.9 acres): Labeled as Neighborhood Zone B, this planning area is intended for higher intensity uses than single- and two-family structures, and allows for single-, two-, three- and four-family dwellings by right, as well as multi-family dwellings. There is no stated density maximum, and minimum lot widths are set at 22 feet (previously 24 feet for single-family dwellings), and no lot width minimum for all other uses. Building heights are limited to a maximum of three stories.

Public Comment: To date, staff has received no public comment regarding this request.

DISCUSSION:
Staff is supportive of the applicant's request to amend their Planned Zoning District as proposed. Staff finds the proposed development compatible with surrounding land uses, which include single-family homes, schools, and commercial areas, due to the thoughtful placement of residential types and the inclusion of green and open spaces. The development transitions from single-family homes on the north to denser housing toward the interior, with building heights limited to three stories to buffer adjacent zoning types. Although there's no strict density cap in Neighborhood Area B, requirements for infrastructure and design are expected to naturally limit density in a way that aligns with the neighborhood. The proposal aligns with the City's land use and zoning plans, supports infill development goals, and fits the Tier 2 Center designation, leading staff to recommend approval.

RECOMMENDATION: Staff recommends approval of **ADM-2025-0034** subject to the following conditions:

Conditions of Approval:

1. A modification to the applicant's approved preliminary plat must receive approval by the Planning Commission to reflect the updated zoning changes.

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

Date: August 25, 2025 ❒ **Tabled** ❒ **Approved** ❒ **Denied**

Motion: Cabe [X] **forwarded**, with a recommendation of approval.

Second: Garlock

Vote: 5-0-2 (Payne absent for the vote, McGetrick recused)

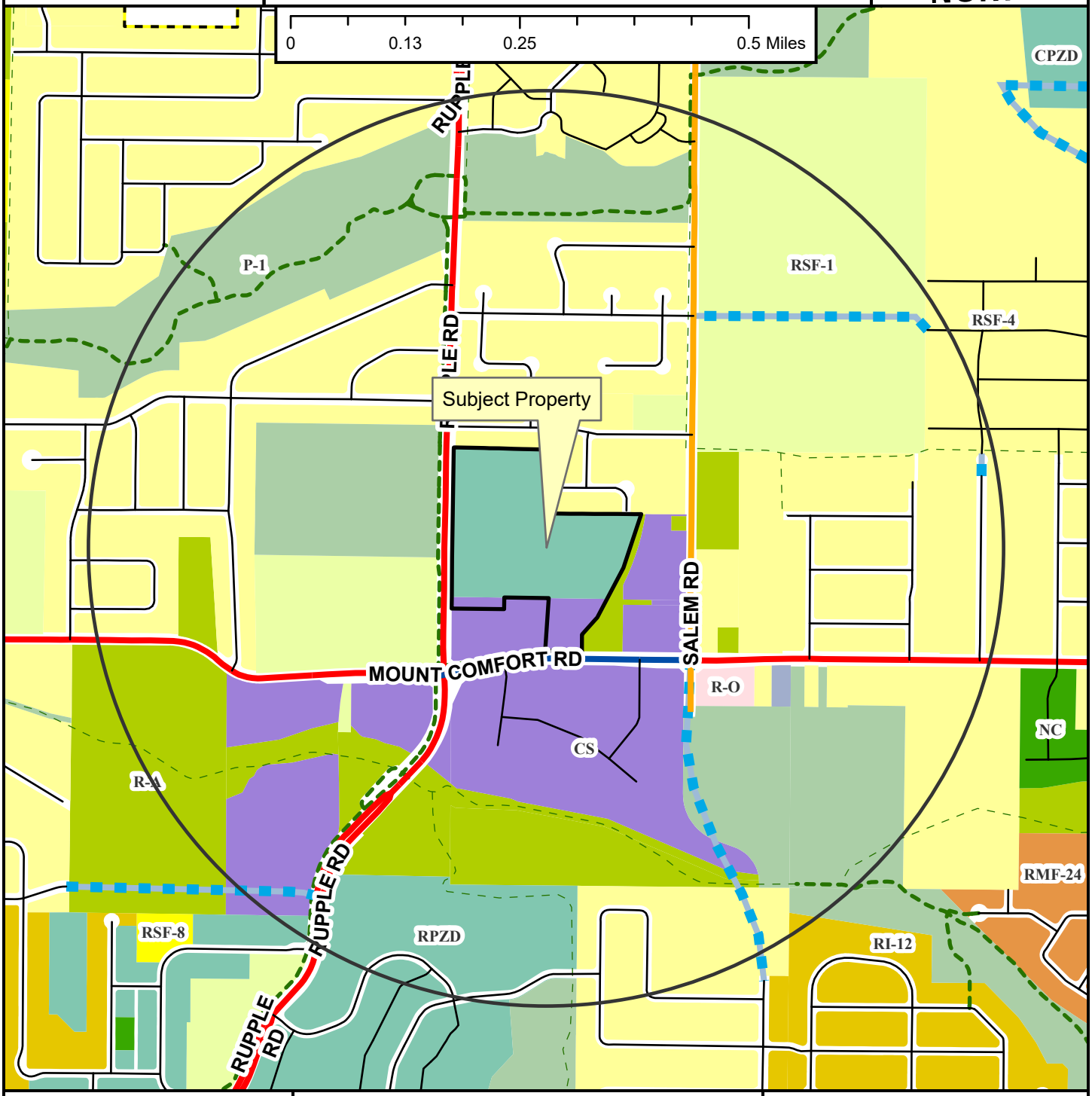
BUDGET/STAFF IMPACT:
None

ATTACHMENTS:
- One Mile Map
- Close-up Map
- Current Land Use Map
- Staff Exhibit
- Applicant Request Letter
- Modified PZD Booklet

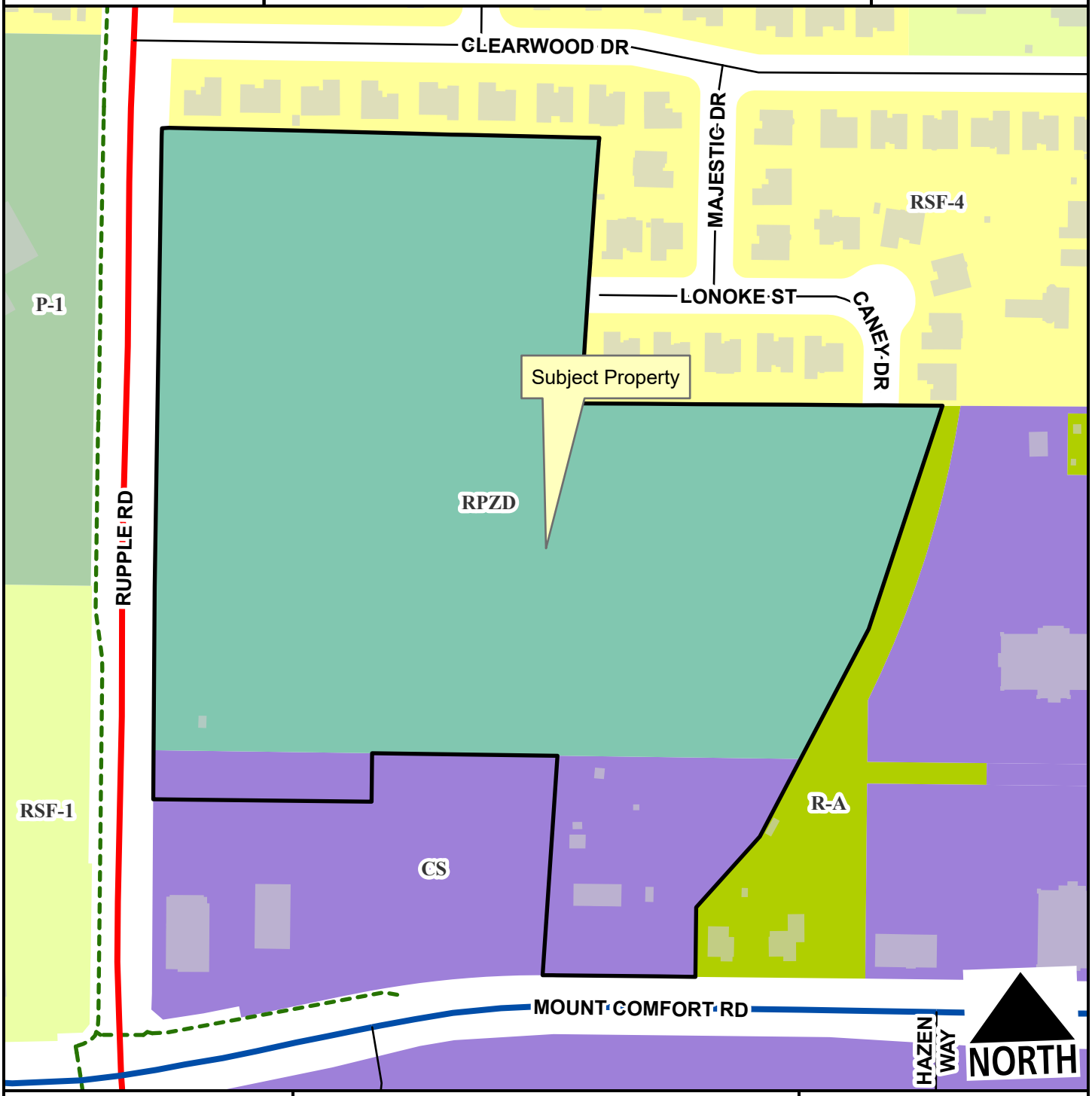
ADM-2025-0034

One Mile View

3568 W. MOUNT COMFORT RD



ADM-2025-0034	3568 W. MOUNT COMFORT RD	
Close Up View		



Regional Link
Regional Link - High Activity
Residential Link
Planning Area
Fayetteville City Limits
Shared-Use Paved Trail

Feet
0 75 150 300 450 600
1:2,400

ADM-2025-0034

Current Land Use

3568 W. MOUNT COMFORT RD

NORTH



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

Feet

0 112.5 225 450 675 900

1:3,600

FEMA Flood Hazard Data

- 100-Year Floodplain
- Floodway

ORIGINAL PROPOSAL



Site Plan



MODIFIED PROPOSAL



BUFFINGTON HOMES
OF ARKANSAS

2826 E. Joyce Blvd Ste. 1, Fayetteville, AR 72703 Phone: 479-251-1106

Subject: Request for Amendments to PZD Due to Minor Site Plan Adjustments

We are requesting minor amendments to the approved Planned Zoning District (PZD) to reflect slight changes to the site plan. These adjustments are necessary due to the unique layout and physical characteristics of the site, which require some refinement to optimize lot configurations, access, and infrastructure placement.

The overall intent and character of the development remain consistent with the original PZD approval, and we believe these modifications enhance the functionality of the site without altering the underlying zoning objectives. See below for an outline of requested changes.

Please let us know the appropriate next steps for processing this request.

Best regards,

mary mcgetrick

Mary McGetrick Buffington Homes

PZD Changes

- Site Plan Updated
- Neighborhood Zones A and B areas updated and amended with new site plan
- New Acreage – 6.01 for A and 7.72 for B
- Neighborhood Zone B lot width 24 ft changed to 22 ft to reflect townhome lot width

Holt Village Planned Zoning District

JULY 15, 2025

A

Ownership

Landmarc Custom Homes, LLC
1224 S Maetsri Rd, Springdale AR 72762

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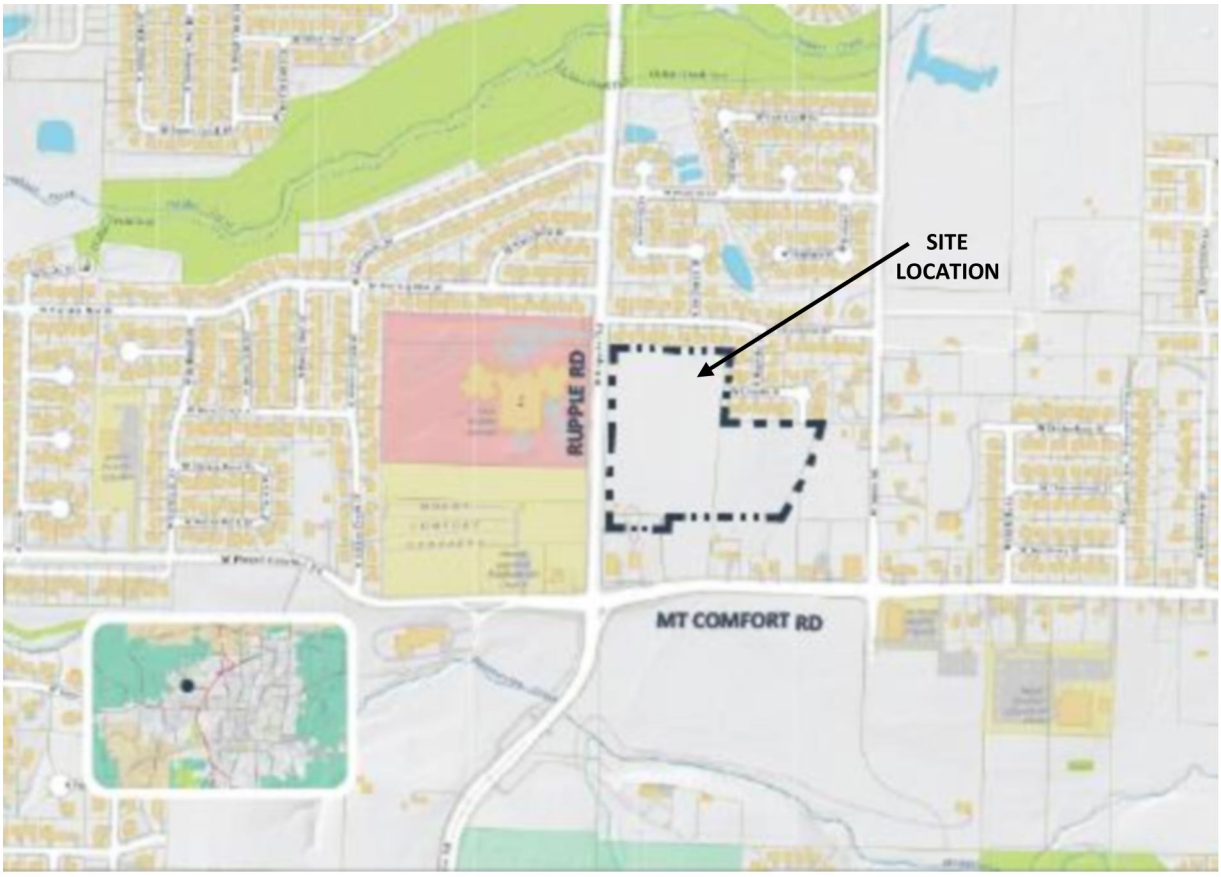
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B

Project Summary

The proposed +/- 125 residential unit development aims to provide a mix of housing types in a variety of formats structured in a walkable neighborhood format, with a central linear storm park lined by park-facing townhomes. The development will include three parcels (765-13589-000, 765-13593-000, and 765-13593-002) totaling around 16.7 acres. The entire site is shown as City Neighborhood area on the Future Land Use Map with midrange infill score potentials across the site. The property is served by existing adequate water and sewer facilities in Mt Comfort Road to the south, Rupple Road to the west, and W Lonoke to the north and northeast. This proposed development ideally serves the surrounding neighborhood and City goals by sensitively transitioning density from the north to the south through a mixture of unit types offering abundant green space, walkability, and community potential.



Site Location Approximate location as seen aerially from the southwest ; N Rupple Rd and W Mount Comfort Rd seen in foreground



C

General Project Concept

Street and Lot Layout

The project aims to connect N Rupple Road more cohesively into the existing development north of the project site, providing an extension of Lonoke Drive to the west to Rupple Road and south to a new east-west connection. To maximize site efficiency with odd geometries, a large linear storm park provides frontage for an interior set of alley loaded townhouses. This arrangement both faces public roads and existing single family homes with more traditional lower density single family homes while providing appropriate density and variety in housing type and price point. The linear storm park directs water downhill to the north, to the low point of the site, which is preserved as a tree preservation and landscape buffer around the storm park. The resulting large central block is compliant with maximum block sizes but is further bifurcated with a pedestrian path and enhanced crosswalk that provides safe interior block connection through the neighborhood to Holt Middle School across Rupple Road from the project. The main north/south street connection provides a shared commercial access to the CS zoned commercial neighboring property along Mount Comfort, to minimize curb cuts and provide rational and safe access to the existing High Activity Corridor. With its mixture of units types, pedestrian alleys, and common greens, the site design builds community potential and encourages walking and biking both within the neighborhood and to adjacent schools.

Site Plan



Buffer Areas	The proposed development provides a landscape buffer along the northern boundary and residential lots similar in size and setback to the adjacent existing lots. Smaller home lots face Rupple and the commercial development to the south, which transition to townhouses against the parcel to the southeast, which is intended to become a clustered massing of small multifamily along Mount Comfort concurrent with this development.
Tree Preservation Areas	The property's long-term use for intensive agriculture has left little existing tree canopy except at the edges of the property. The site plan's geometry aligns to tree preservation plans to respect these existing fence line trees and the site's natural topography.
Storm Water and Detention Areas	The site contains a large high point roughly in the center. Three stormwater facilities will be provided at the low points at the northwestern property boundary, the northeastern property corner, and adjacent the multifamily and townhouse properties along Mount Comfort. A linear storm park running north / south on the western half of the property directs storm flow through grassed swales as a landscape amenity to slow water flow and remove sediment in planting areas.
Undisturbed Natural Areas	The site is almost entirely previously disturbed by long term agricultural use and use as an airfield for a number of years. Some existing larger trees and more natural areas along the northern property line will be preserved.
Existing and Proposed Utility Connections and Extensions	Existing utilities are well provided and further discussed in Section M: Impacts to City Services

D

Proposed Planning Areas

The proposed Neighborhood Zones would replace existing Residential-Agriculture Zoning on approximately 16.2 acres of the site and Community Services Zoning on approximately ½ an acre of the site at the southwest corner adjacent to Kum and Go. Neighborhood Zone A accounts of approximately 6.01 acres of the site, and Neighborhood Zone B accounts for approximately 7.72 acres of the site.



E

Proposed Zoning Standards

Neighborhood Zone A

(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

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 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
Unit 46	Short-term rentals

(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.

Neighborhood Zone B

(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 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

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 12a	Limited 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
Unit 46	Short-term rentals

(D) *Density.* None.

(E) *Bulk and Area Regulations.*

(1) *Lot Width Minimum.*

Single-family	22 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.

F

Existing Property Zoning Standards

161.03 District R-A, Residential-Agricultural

(A) *Purposes.* The regulations of the agricultural district are designed to protect agricultural land until an orderly transition to urban development has been accomplished; prevent wasteful scattering of development in rural areas; obtain economy of public funds in the providing of public improvements and services of orderly growth; conserve the tax base; provide opportunity for affordable housing, increase scenic attractiveness; and conserve open space.

(B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 3	Public protection and utility facilities
Unit 6	Agriculture
Unit 7	Animal husbandry
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 37	Manufactured homes
Unit 41	Accessory dwellings
Unit 43	Animal boarding and training
Unit 46	Short-term rentals

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 20	Commercial recreation, large sites
Unit 24	Home occupations
Unit 35	Outdoor Music Establishments
Unit 36	Wireless communications facilities
Unit 42	Clean technologies

(C) *Density.*

Units per acre	One-half (½)

(D) *Bulk and Area Regulations.*

Lot width minimum	200 feet
Lot Area Minimum:	
Residential:	2 acres
Nonresidential:	2 acres
Lot area per dwelling unit	2 acres

(E) *Setback Requirements.*

Front	Side	Rear
35 feet	20 feet	35 feet

(F) *Height Requirements.* There shall be no maximum height limits in the R-A District, provided, however, if a building exceeds the height of one (1) story, the portion of the building over one (1) story shall have an additional setback from any boundary line of an adjacent residential district. The amount of additional setback for the portion of the building over one (1) story shall be equal to the difference between the total height of that portion of the building and one (1) story.

(G) *Building area.* None.

161.22 Community Services

(A) *Purpose*. The Community Services District is designed primarily to provide convenience goods and personal services for persons living in the surrounding residential areas and is intended to provide for adaptable mixed use centers located along commercial corridors that connect denser development nodes. There is a mixture of residential and commercial uses in a traditional urban form with buildings addressing the street. For the purposes of Chapter 96: Noise Control, the Community Services district is a commercial zone. The intent of this zoning district is to provide standards that enable development to be approved administratively.

(B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 10	Three (3) and four (4) family dwellings
Unit 13	Eating places
Unit 15	Neighborhood Shopping goods
Unit 24	Home occupations
Unit 25	Offices, studios and related services
Unit 26	Multi-family dwellings
Unit 40	Sidewalk Cafes
Unit 41	Accessory dwellings
Unit 44	Cluster Housing Development
Unit 45	Small scale production
Unit 46	Short-term rentals

Note: Any combination of above uses is permitted upon any lot within this zone. Conditional uses shall need approval when combined with pre-approved uses.

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit

Unit 3	Public protection and utility facilities
Unit 14	Hotel, motel and amusement services
Unit 16	Shopping goods
Unit 17	Transportation, trades and services
Unit 18	Gasoline service stations and drive-in/drive-through restaurants
Unit 19	Commercial recreation, small sites
Unit 28	Center for collecting recyclable materials
Unit 34	Liquor stores
Unit 35	Outdoor music establishments
Unit 36	Wireless communication facilities*
Unit 42	Clean technologies

(C) *Density*. None.

(D) *Bulk and Area Regulations.*

(1) *Lot Width Minimum.*

Dwelling	18 feet
All others	None

(2) *Lot Area Minimum.* None.

(E) *Setback regulations.*

Front:	A build-to zone that is located between 10 feet and a line 25 feet from the front property line.
Side and rear:	None
Side or rear, when contiguous to a single-family residential district:	15 feet

(F) *Building Height Regulations.*

Building Height Maximum	5 stories

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

Zoning Comparison Chart

	CURRENT		PROPOSED	
	R-A: Residential Agriculture	CS: Community Services	Neighborhood Zone Planning Area A	Neighborhood Zone Planning Area B
PERMITTED USES	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	1. City-wide uses by right 4. Cultural and recreational facilities 5. Government facilities 8. Single-family dwellings 9. Two-family dwellings 10. Three (3) and four (4) family dwellings 13. Eating places 15. Neighborhood Shopping goods 24. Home occupations 25. Offices, studios and related services 26. Multi-family dwellings 40. Sidewalk Cafes 41. Accessory dwellings 44. Cluster Housing Development 45. Small scale production 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 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
CONDITIONAL USES	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	2. City-wide uses by conditional use permit 3. Public protection and utility facilities 14. Hotel, motel and amusement services 16. Shopping goods 17. Transportation, trades and services 18. Gasoline service stations and drive-in/drive-through restaurants 19. Commercial recreation, small sites 28. Center for collecting recyclable materials 34. Liquor stores 35. Outdoor music establishments 36. Wireless communication facilities* 42. Clean technologies	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 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 4. Cultural and recreational facilities 5. Government facilities 12a. Limited 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
DENSITY	One-half (1/2)	None	None	None
LOT WIDTH MIN. (FT)	200	18 (Residential) None (all others)	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.	22 (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
LOT AREA MIN. (SF)	2 acres	None	None	None
FRONT SETBACK (FT)	35	A build-to zone that is located between 10 feet 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.	A build-to zone that is located between the front property line and a line 25 feet from the front property line.
SIDE SETBACK (FT)	20	None	5	None
REAR SETBACK (FT)	35	None 15 (when continguous to a single-family residential district)	5 12 (from center line of an alley)	5 12 (from center line of an alley)
BUILDING HEIGHT	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.	5 Stories	3 Stories	3 Stories
MAX. BUILDING AREA (%)	None	50% of lot width	50% of lot width	50% of lot width

G

Analysis of Site Characteristics

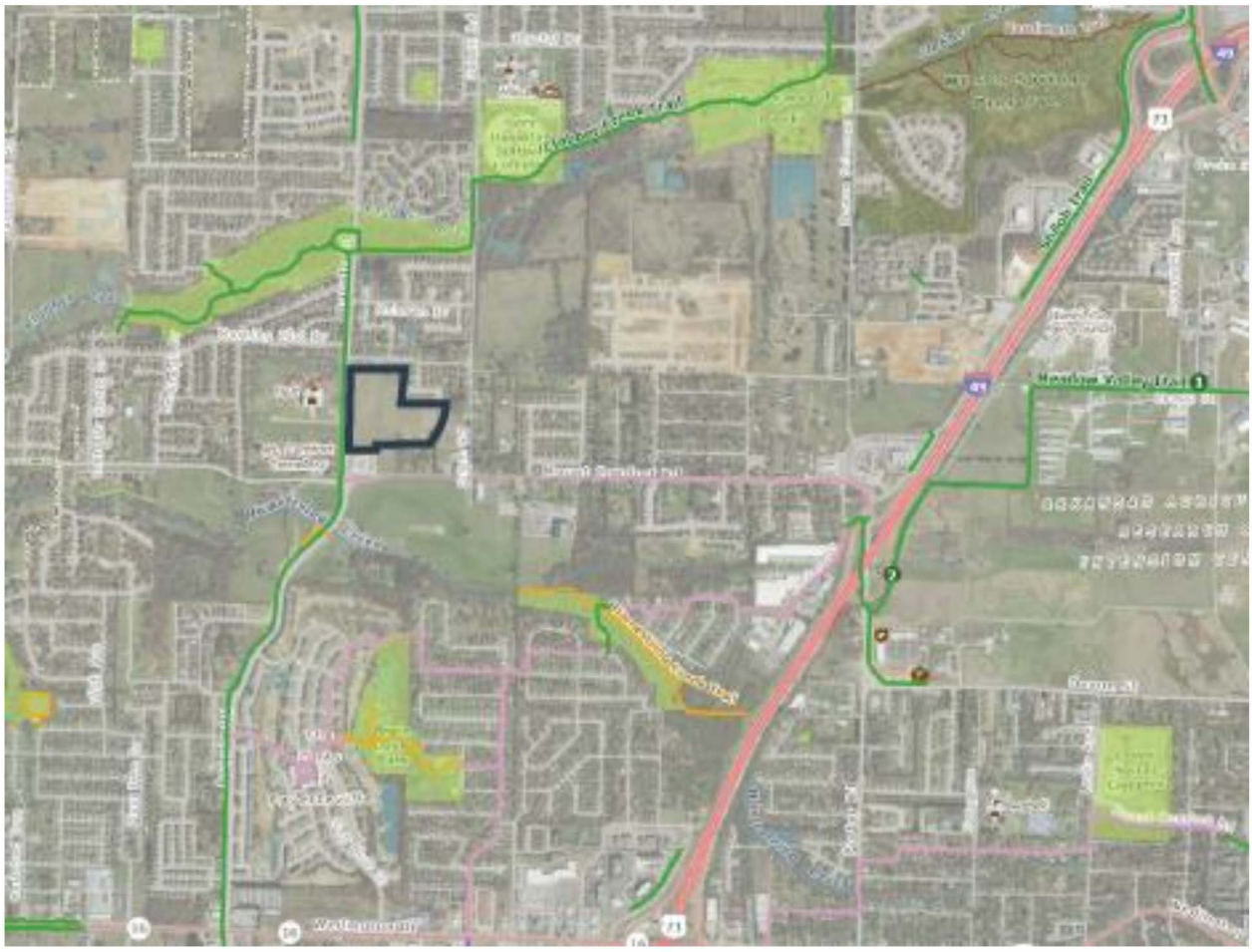
The existing site contains a gentle high point roughly in the center, falling gradually away to Clabber Creek to the north and Hamestring Creek to the south. The property is relatively level for Fayetteville and has been cleared and intensively farmed since at least the middle of the last century based on aerial photos. The site does not include hydric soils, historic wet prairie, or other sensitive ecologies. It is also outside the floodway of both adjacent creeks.



H

Recreational Facilities

The proposed development includes a large linear park for passive recreation and is walkable to the extensive Clabber Creek park and the future Underwood Park facilities. The site is located along the Clabber Creek trail connection to Mount Comfort. It is also walkable to both Holt Middle School (directly across the street) and Holcomb Elementary School ½ a mile to the north.



I

Reasons a Zoning Change is Required

The current zoning of Residential - Agriculture that governs most of the site (+/- 16.6 acres out of +/- 18.4 total acres) is not suitable to fulfill the City's needs for housing its rapidly increasing population or its goals for this specific area as a Tier 2 and Tier 3 center on Fayetteville's Growth Concept Map. Additionally, the walkable and mixed unit 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 are a mix of single family residential to the north, commercial uses along the arterial Mount Comfort corridor, and institutional uses to the west with Holt Middle School and Mount Comfort Presbyterian Church. The proposed neighborhood lines the single-family adjacencies with traditional residential lots. Smaller home lots face the institutional uses to the west, while a small cluster of multifamily masses are located along Mount Comfort. The mixed unit type neighborhood provides a natural variety of housing product and price points with intensity stepped down from existing single family home lots to multifamily along Mount Comfort. Refer to Section K following this section for discussion of how this transition of density and use is ideally appropriate for both realizing City planning goals and providing services to the surrounding community.



K

Project Compliance with Fayetteville Comprehensive Land Use Plan + City Plan 2040

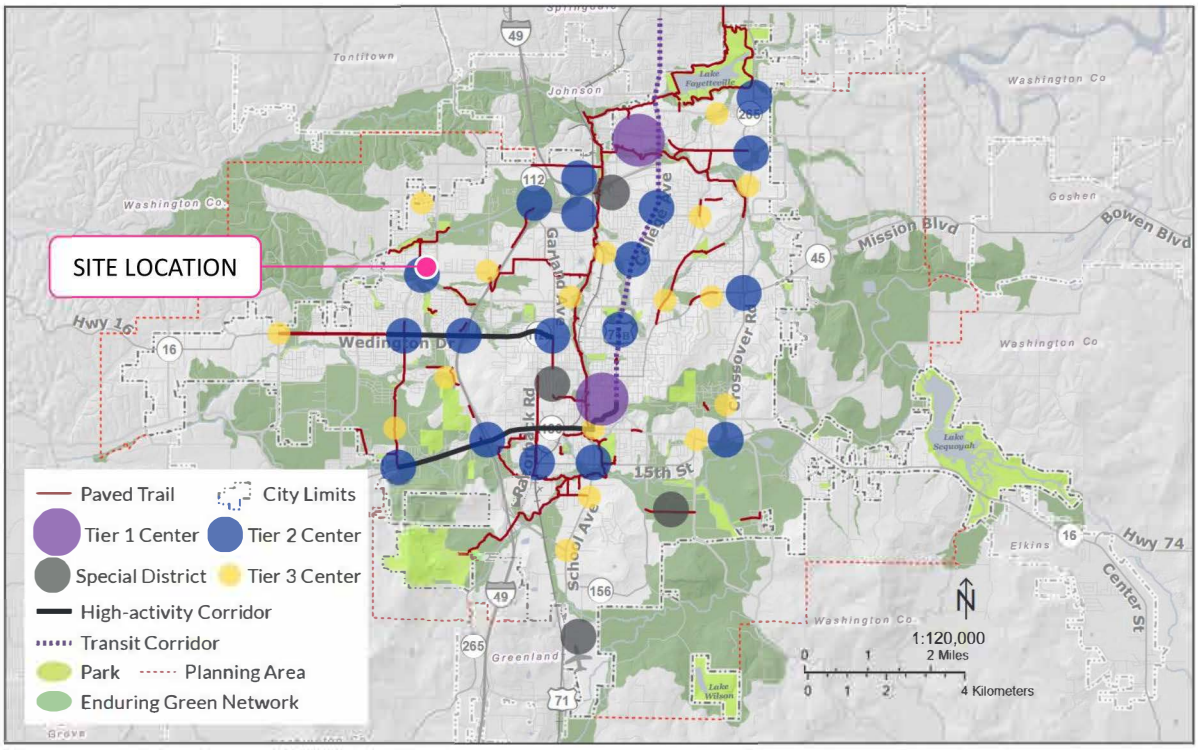


Figure 2.0 - Growth Concept Map

The project site is part of both a planned Tier 2 Center at Mount Comfort and Rupple and a planned Tier 3 Center at Mount Comfort and Salem Road.

The project site is on the outside shoulder of a Tier Two center, a smaller scale urban with fewer services, residents, and jobs than Tier One Centers. Tier Two Centers largely exist to provide services and employment to residents within two to three miles. They are characterized by housing that ranges from one- to three- story detached dwellings, duplexes, row houses, and mid-rise apartments. Commercial uses will be mixed-use and office buildings. The adjacencies of Holt Middle School directly to the west and low density single-family to the north make commercial services and multifamily more jarring along the western edge of the site and render the moderate density residential use proposed here ideal.

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 High Activity Corridor along Mount Comfort.

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.

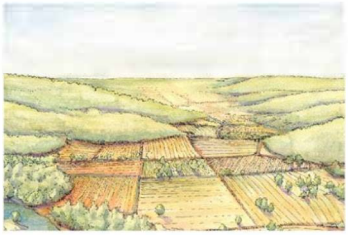


Figure 3.4 - Rural



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.

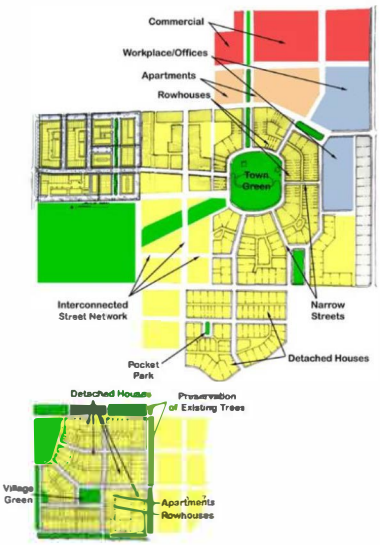


Figure 3.10 - Example Development Layout



Figure 3.11 - Example Development Layout



The Proposed development's location within a City Neighborhood Area (rather than the less intensive Residential Neighborhood Area) reflects the increased density and emphasis on walkability that is required to support the Tier Center and Transit Readiness Goals of the City. City Neighborhood Areas are more densely developed than residential neighborhood areas and provide a mix of non-residential and residential uses. This designation supports the widest spectrum of uses and encourages density in all housing types, from single-family to multi-family. Non-residential and commercial uses are primarily located at street intersections and along major corridors. Ideally, commercial uses would have a residential component and vary in size, variety and intensity. The street network should have a high number of intersections creating a system of small blocks with a high level of connectivity between neighborhoods. Building setbacks and landscaping are urban in form with street trees typically being located within the sidewalk zone.

City Neighborhood Areas encourage complete, compact and connected neighborhoods and are intended to serve the residents of Fayetteville, rather than a regional population. While they encourage dense development patterns, they do recognize existing conventional strip commercial development and their potential for future redevelopment in a more efficient urban layout. The guiding policies for City Neighborhood Areas are:

- Protect adjoining properties from the potential adverse impacts associated with non- residential uses adjacent to, and within, residential areas with proper mitigation measures that address scale, massing, traffic, noise, appearance, lighting, and drainage.
- Provide non-residential uses that are accessible for the convenience of individuals living in residential districts and where compatibility with existing development patterns is desired.
- Reduce the length and number of vehicle trips generated by residential development by enhancing the accessibility to these areas. Walkability should be integral to the design of the street and neighborhood shopping should be within a reasonable walking distance from residential uses.

- Encourage developers to designate and plan for mixed-use corners at the time of approval to properly plan for accessibility to these areas.
- Encourage pedestrian-friendly mixed-use buildings with transparent glass for commercial uses at street level and building entrances that address and connect to the street and sidewalk.
- Encourage a block and street layout that promotes walkable, bicycle friendly street designs with slow design speeds
- Encourage mixed-use development that is sensitive to surrounding residential uses and allows for day and night utilization of available parking.
- Utilize principles of traditional residential urban design to create compatible, livable and accessible neighborhoods.
- Encourage properties to redevelop in an urban form utilizing form-based zoning designations.
- Protect and restore Fayetteville's outstanding residential architecture of all periods and styles.
- Utilize the Master Street Plan and incorporate bike lanes, parkways and landscaped medians to preserve the character of the City and enhance the utilization of alternative modes of transportation.
- Manage non-residential development within and adjoining residential neighborhoods to minimize nuisances.
- Minimize through traffic on minor residential streets, while providing connections between neighborhoods to encourage openness and neighborliness.

Additionally, this proposed development aligns with the City's 2013 Wedington Corridor Plan by providing missing middle housing types, offering better pedestrian crossings within the neighborhood, enhancing walkability, providing infill housing and infill neighborhood services, and creating accessible open spaces.



L

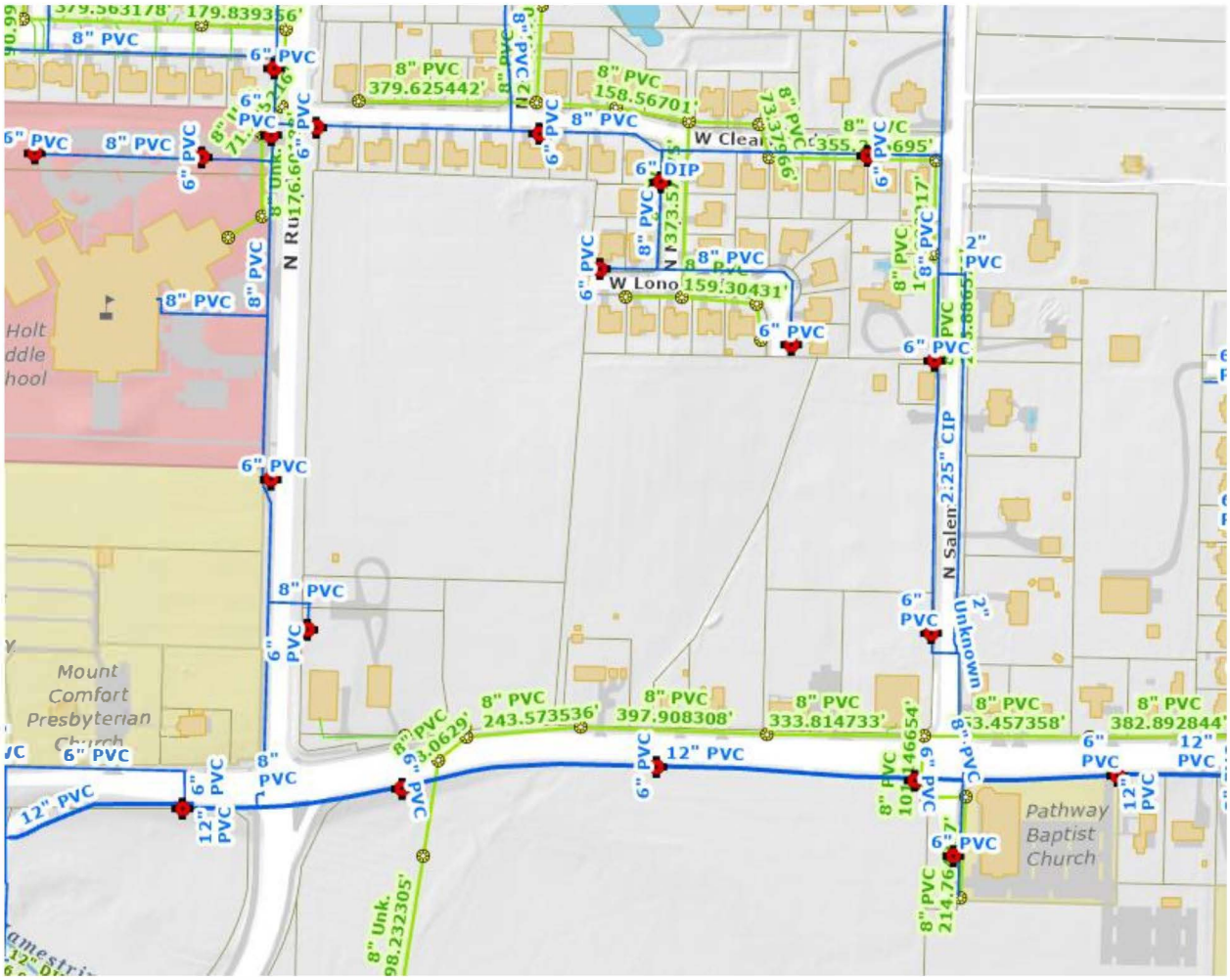
Traffic Study

A traffic study has not been deemed necessary at this time. Off Site Improvements will be determined at the time of development review.

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. A local engineering firm, Bates and Associates, states that the city cannot provide a letter guaranteeing any project service until that project has been approved, but it is their opinion that the public sewer and water infrastructure has more than enough capacity to feed this proposed PZD. This is primarily because of the major upgrades in the sewer and water system in the area within the last decade, this area not being dense, and being close to town. Thus, it is reasonable to assume that there are no indicators of capacity issues. 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.

(C) *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

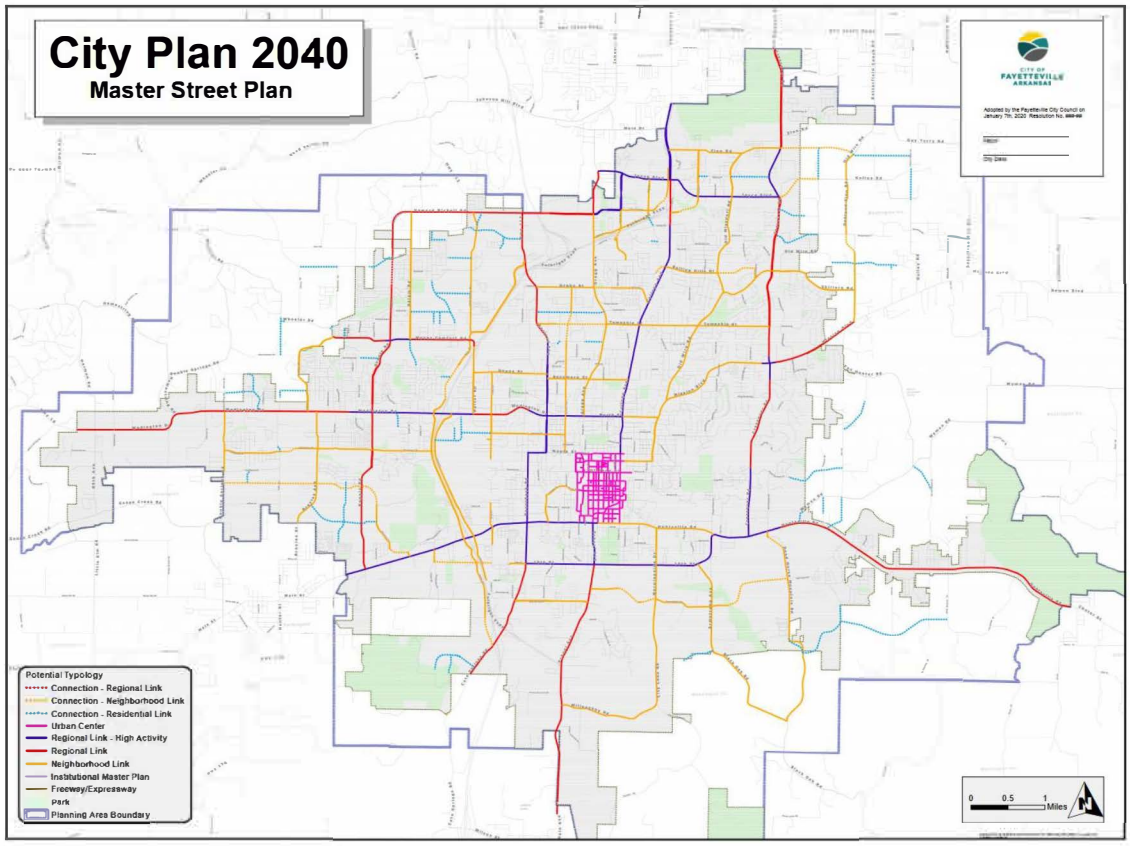
The project will comply with the standard Landscape Standards of the City of Fayetteville.

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 are a mix of single family residential to the north, commercial uses along the arterial Mount Comfort corridor, and institutional uses to the west with Holt Middle School and Mount Comfort Presbyterian Church. The proposed neighborhood lines the single-family adjacencies with traditional residential lots. Smaller home lots face the institutional uses to the west, while townhouses abut the more dense multifamily units intended along Mount Comfort as a concurrent part of this development but separate from this PZD. The mixed unit type neighborhood 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 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 denser multifamily cluster in the SE corner along Mt Comfort accompanies townhouses, cottages, and larger typical lots along the single-family residential neighborhoods to the north. The inclusion of multi-family housing by right in this PZD is purely a result of desiring to provide more traditional runs of townhouses of 5-6 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 is largely already developed, but connection and rational edge to the development have been provided to the undeveloped parcel to the east to allow the future urbanization of that parcel to 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 property's long term use for intensive agriculture has left little existing tree canopy except at the edges of the property. The site plan's geometry aligns to tree preservation plans to respect these existing fence line trees and the site's natural topography.

Future Land Use Plan	The PZD's innovative use definitions to respect mass of the buildings and impact of use, rather than household structure and number of kitchens in a building allows for a comprehensive plan and design for a mixed use yet harmonious development consistent with the guiding policies of the Future Land Use map.
Special Features	The site's geometry is challenging, with a diagonal eastern edge remaining from a historic train line easement. The geometry and dimensions of the site makes efficient, rear loaded units a challenge. The PZD's innovative approach to frontages allows 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.

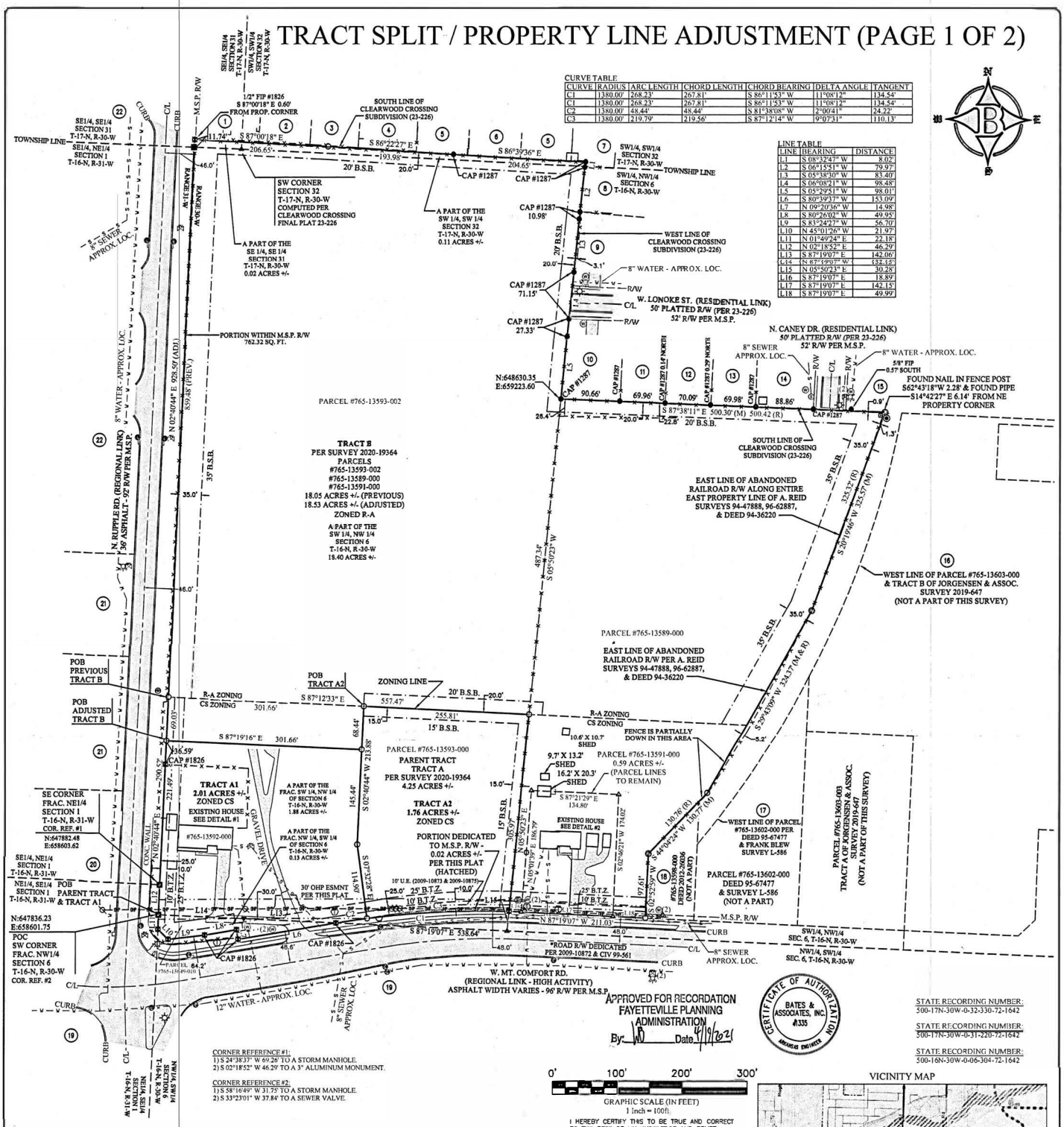


HOLT VILLAGE PZD LEGAL DESCRIPTION:

A PART OF THE FRACTIONAL NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 16 NORTH, AND ALSO A PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 17 NORTH, AND ALSO A PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 17 NORTH, ALL BEING LOCATED IN RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS, AND ALL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT AN EXISTING REBAR ON THE EAST RIGHT-OF-WAY OF NORTH RUPPLE ROAD WHICH IS N02°18'52"E 46.29' AND N02°40'44"E 221.49' FROM THE SOUTHWEST CORNER OF SAID FRACTIONAL NORTHWEST QUARTER OF SECTION 6 AND RUNNING THENCE ALONG SAID RIGHT-OF-WAY N02°40'44"E 928.50' TO A POINT ON THE SOUTH LINE OF CLEARWOOD CROSSING SUBDIVISION TO THE CITY OF FAYETTEVILLE, AS PER THE RECORDED PLAT THEREOF, THENCE ALONG SAID SOUTH SUBDIVISION LINE THE FOLLOWING: S87°00'18"E 206.65' TO AN EXISTING REBAR, S86°22'27"E 193.98' TO AN EXISTING REBAR, S86°39'36"E 204.65' TO AN EXISTING REBAR ON THE WEST LINE OF SAID SUBDIVISION. THENCE ALONG SAID WEST SUBDIVISION THE FOLLOWING: S08°32'47"W 8.02' TO AN EXISTING REBAR, S06°15'51"W 79.97' TO AN EXISTING REBAR, S05°38'30"W 83.40' TO AN EXISTING REBAR, S06°08'21"W 98.48' TO AN EXISTING REBAR, S05°29'51"W 98.01' TO AN EXISTING REBAR ON THE SOUTH LINE OF SAID SUBDIVISION, THENCE ALONG SAID SOUTH SUBDIVISION LINE S87°38'11"E 500.30' TO AN EXISTING FENCE CORNER ON THE EAST LINE OF AN ABANDONED RAILROAD RIGHT-OF-WAY , SAID ABANDONED RIGHT-OF-WAY BEING SHOWN ON A PLAT OF SURVEY BY ALAN REID AND ASSOCIATES RECORDED IN BOOK 94 AT PAGE 47888 IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, THENCE LEAVING SAID SUBDIVISION LINE ALONG SAID ABANDONED RIGHT-OF-WAY THE FOLLOWING: S20°19'46"W 325.57' TO AN EXISTING FENCE CORNER POST, S29°43'09"W 201.83', THENCE LEAVING SAID ABANDONED RIGHT-OF-WAY N87°12'33"W 592.50' TO AN EXISTING REBAR, THENCE S02°40'44"W 68.44' TO AN EXISTING REBAR, THENCE N87°19'16"W 301.66' TO THE POINT OF BEGINNING, CONTAINING 16.72 ACRES, MORE OR LESS. SUBJECT TO THAT PORTION IN NORTH RUPPLE ROAD MASTER STREET PLAN RIGHT-OF-WAY ON THE WEST SIDE OF HEREIN DESCRIBED TRACT AND ALSO SUBJECT TO ALL OTHER EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

PROVIDED BY BATES AND ASSOCIATES.

TRACT SPLIT / PROPERTY LINE ADJUSTMENT (PAGE 1 OF 2)



FOR USE AND BENEFIT OF
TONY & SHARROL HARDIN
LANDMARC CUSTOM HOMES
ADDRESS: 3870 WEST MT. COMFORT ROAD FAYETTEVILLE, ARKANSAS
DATE: 03/25/21 SCALE: 1"=100'
LOCATION: SECTION: 06 TOWNSHIP: 16 NORTH RANGE: 30 WEST
SEC. 31-T17N-R30W SEC. 32-T17N-R30W
SURVEYED: ROSS DRAFTED: JCR, KW, AH
REVIEWED: DT
COA #1335

Bates & Associates, Inc.
Engineers · Surveyors · Landscape Architects
7230 S. Pleasant Ridge Dr. · Fayetteville, Arkansas 72704 · 479.442.9350 · Fax 479.521.9350

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Location Map:
T-17-N T-16-N
31 32 01 6
R-31-W R-30-W

LEGEND:
THESE STANDARD SYMBOLS WILL BE FOUND IN THE DRAWING.
FOUND 1/2" REBAR
FOUND 5/8" REBAR
FOUND ALUM. MONUMENT
FOUND STONE
FOUND PK NAIL
SET 5/8" REBAR/CAP
COMPUTED POINT
FOUND FENCE CORNER POST
FOUND NAIL
FOUND PIPE
TELEPHONE PEDESTAL
ELECTRICAL METER
POWER POLE
WATER VALVE
WATER METER
FIRE HYDRANT
GAS METER
VALVE
STORM SEWER MH
STOP LIGHT
ELECTRICAL PEDESTAL
SANITARY SEWER MH
MANHOLE
BOUNDARY LINE (MEASURED)
PARCEL LINE
FORTY LINE/ TIE LINE
CENTERLINE OF ROAD
RIGHT-OF-WAY
WATER LINE
OVERHEAD POWER LINE
SEWER LINE
FENCE
BUILDING SETBACK
UTILITY EASEMENT

RECORDING NUMBER/DATE
Doc ID: 019837090002 Type: REL
Kind: SURVEY
Recorded: 04/19/2021 at 03:36:30 PM
Fee Amt: $20.00 Page 1 of 2
Washington County, AR
Kyle Sylvester Circuit Clerk
File 2021-00014557

TRACT SPLIT & PROPERTY LINE ADJUSTMENT (PAGE 2 OF 2)

ADJACENT LAND OWNERS

1) DUPRE, KRISTOPHER L & CYNDE A
12956 ROSE CEMENTERY RD
PRAIRIE GROVE, AR 72753
PARCEL #765-25461-000
ZONED: RSF-4
2) EVULUCH, BARRIS J & SONDREA L
TTEESEVULICH2000FAMILYTRUST
13616 SURREY LN
SARATOGA, CA 95070
PARCEL #765Z5462-000
ZONED: RSF-4
3) FISHER, KATHRYN
3661 W CLEARWOODDR
FAYETTEVILLE, AR 72704
PARCEL #765-25463-000
ZONED: RSF-4
4) CARPENTER, RICK & BELINDA
REVOCABLE LIVINIG TRUST
4010 CEDAR RIDGE LN
FAYETTEVILLE, AR 72704
PARCEL #765-25464-000
ZONED: RSF-4
5) RED KITE PROPERTIES LLC
1708 E AMBER DR
FAYETTEVILLE, AR 72703
PARCELS #765-25465-000
& #765-25467-000
ZONED: RSF-4
6) HANNAH, JAMES TODD & WENDY
3609 W CLEARWOODDR
FAYETTEVILLE, AR 72704
PARCEL #765-25466-000
ZONED: RSF-4
7) WALKER, CARL W & LEIGH A
PO BOX339
CENTERTON, AR 72719
PARCEL #765-25468-000
ZONED: RSF-4
8) MANGHAM, SCOTT C
2395 N MAJESTIC DR
FAYETTEVILLE, AR 72704
PARCEL #765-25470-000
ZONED: RSF-4
9) ENGELKES, TYLER
3570 W LONOKE DR
FAYETTEVILLE, AR 72704
PARCEL #765-25472-000
ZONED: RSF-4
10) LONG, ABBYELIZABETH;
LONG SUSAN ROGERS
3569 W LONOKE DR
FAYETTEVILLE, AR 72704
PARCEL #765-25473-000
ZONED: RSF-4
11) HARRIS, NATHANIEL J
472 S WILDCREST DR
FARMINGTON, AR 72730
PARCEL #765-25474-000
ZONED: RSF-4
12) MAYNARD, JOHNATHAN;
ALBRIGHT, JENNIFER
3543 W LONOKE DR
FAYETTEVILLE, AR 72704
PARCEL #765-25475-000
ZONED: RSF-4
13) VAUGHN, SPENCER A & EMILIE
3225 W LONOKE DR
FAYETTEVILLE, AR 72704PARCEL
#765-25476-000
ZONED: RSF-4
14) SCHULTZ, HOWARD & BONITA
3511 LONOKE ST
FAYETTEVILLE, AR 72704
PARCEL #765-25477-000
ZONED: RSF-4
15) MEISTER, JAMES TJR & GINGER
2002 WALNUT GROVE RD
LITTLE ROCK, AR 72223
PARCEL #765-25478-000
ZONED: RSF-4
16) 501 E PARKLLC
4611 ROGERS AVE STE 201
FORT SMITH, AR 72903
PARCEL #765-13603-000
ZONED: R-A
17) WEST, LARRY D
3504 W MT COMFORT RD
FAYETTEVILLE, AR 72704-5722
PARCEL #765-13602-000
ZONED: R-A
18) FAUCETTE, GEORGE C JR REV TRUST;
FAUCETTE, ROSEMARY REV TRUST
3593 N COLLEGE AVE
FAYETTEVILLE, AR 72703-5108
PARCEL #765-13598-000
ZONED: R-A
19) WRDARE LAND LLC
1841 N BESTFRIENDLN
FAYETTEVILLE, AR 72704
PARCELS #765-13649-000
& #765-24067-000
ZONED: CS
20) MT COMFORT CONGREGATIONOF
THE PRESBYTERIAN CHURCH, USA
3816 W MT COMFORT RD
FAYETTEVILLE, AR 72704
PARCEL #765-24059-000
ZONED: RSF-1
21) MT COMFORT CEMETERY
ASSOCIATION
3816 W MT COMFORT RD
FAYETTEVILLE, AR 72704
PARCELS #765-24057-000
& #765-21236-000
ZONED: RSF-1
22) FAYETTEVILLE SCHOOL DISTRICT #1
POBOX 849
FAYETTEVILLE, AR 72702-0849
PARCELS #765-21238-000
& #765-21247-000
ZONED: P-1

FIELDWORK:
APRIL 6, 7, &9,
MAY 4, 2020

BASIS OF BEARING:
GPS OBSERVATION - AR NORTH ZONE

REFERENCE DOCUMENTS:
1) PLAT OF SURVEY BY BLEW & ASSOCIATES JOB NO. 18-201 DATED JUNE24, 2016
2) PLAT OF SURVEY BY BLEW & ASSOCIATES DATED FEBRUARY 13, 1989
3) FINAL PLAT CLEARCREEK CROSSING SUBDIVISION FILED IN BOOK 23 AT PAGE 226
4) WARRANTY DEED FILED IN BOOK 2017 AT PAGE 15552
5) WARRANTY DEED FILED IN BOOK 94 AT PAGE 36220
6) WARRANTY DEED FILED IN BOOK 908 AT PAGE 702
7) PLAT OF SURVEY FILED IN BOOK 2019 AT PAGE 647
8) PLAT OF SURVEY FILED IN BOOK L AT PAGE 586
9) PLAT OF SURVEY FILED IN BOOK 94 AT PAGE 47888
10) PLAT OF SURVEY FILED IN BOOK 2020 AT PAGE 19364
11) PLAT OF SURVEY FILED IN BOOK 96 AT PAGE 62887
12) DEEDS FOR PARCEL #765-13602-000
13) DEEDS FOR PARCEL #765-13598-000
14) WARRANTY DEED FILED IN BOOK 94 AT PAGE 36220
15) WARRANTY DEED FILED IN BOOK 908 AT PAGE 702
16) QUITCLAIM DEED FILED IN BOOK 928 AT PAGE 754
17) WARRANTY DEED FILED IN BOOK 2020 AT PAGE 20100

PROPERTY ZONED:
CS - COMMUNITY SERVICES (TRACT A1, TRACT A2, & A PART OF ADJUSTED TRACT B)
R-A (A PART OF ADJUSTED TRACT B)

BUILDING SETBACKS (PER CS ZONING):

FRONT	A BUILD-TO-ZONE THAT IS LOCATED 10ft AND A LINE 25ft FROM THE FRONT PROPERTY LINE
SIDE AND REAR	00ft
SIDE OR REAR	15ft (WHEN CONTIGUOUS TO A SINGLE-FAMILY RESIDENTIAL DISTRICT)

BUILDING SETBACKS (PER R-A ZONING):

FRONT	35ft
SIDE	20ft
REAR	35ft

FAYETTEVILLE CERTIFICATE OF OWNERSHIP & DEDICATION:
WE, THE UNDERSIGNED OWNERS, REPRESENTING ONE HUNDRED PERCENT (100%) OWNERSHIP OF THE REAL ESTATE SHOWN AND DESCRIBED HEREIN, DO HEREBY DEDICATE FOR PUBLIC OWNERSHIP, ALL STREETS AND ALLEYS AS SHOWN ON THIS PLAT FOR PUBLIC BENEFIT AS PRESCRIBED BY LAW. THE OWNERS ALSO DEDICATE TO CITY OF FAYETTEVILLE AND TO THE PUBLIC UTILITY COMPANIES (INCLUDING ANY CABLE TELEVISION COMPANY HOLDING A FRANCHISE GRANTED BY THE CITY OF FAYETTEVILLE) THE EASEMENTS AS SHOWN ON THIS PLAT FOR THE PURPOSE OF INSTALLATION OF NEW FACILITIES AND THE REPAIR OF EXISTING FACILITIES. ALSO ESTABLISHED HEREBY IS THE RIGHT OF INGRESS AND EGRESS TO SAID EASEMENTS, THE RIGHT TO PROHIBIT THE ERECTION OF BUILDINGS, STRUCTURES, OR FENCES WITHIN SAID EASEMENTS, AND THE RIGHT TO REMOVE OR TRIM TREES WITHIN SAID EASEMENTS.

4-9-21
DATE

TONY BERNELL HARDIN

4/9/21
DATE

SHARROL N. HARDIN

4/13/21
DATE

LANDMARC CUSTOM HOMES

PROPERTY OWNERS:
1) HARDIN, TONY BERNELL
& SHARROLN
3670 W MT COMFORT RD
FAYETTEVILLE, AR 72704
PARCELS #765-13592-000,
#765-13593-000 & #765-13649-010

2) LANDMARC CUSTOM HOMES
1224 S MAESTRI RD
SPRINGDALE, AR 72762
PARCELS #765-13589-000,
#765-13591-000 & #765-13593-002

PLAT PAGE INDEX:
323

SURVEY DESCRIPTIONS:

PARENT TRACT (TRACT A PER SURVEY 2020-19364):
A PART OF THE SOUTHWEST QUARTER AND A PART OF THE FRACTIONAL NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 16 NORTH, RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT AN EXISTING ALUMINUM MONUMENT ON THE EAST RIGHT-OF-WAY OF NORTH RUPPLE ROAD MARKING THE SOUTHWEST CORNER OF SAID FRACTIONAL NORTHWEST QUARTER AND RUNNING THENCE ALONG SAID RIGHT-OF-WAY N02°18'52"E 46.29' TO AN EXISTING ALUMINUM MONUMENT MARKING THE SOUTHEAST CORNER OF THE FRACTIONAL NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 16 NORTH, RANGE 31 WEST, THENCE CONTINUING ALONG SAID RIGHT-OF-WAY N02°40'44"E 290.52', THENCE LEAVING SAID RIGHT-OF-WAY S87°12'33"E 557.47', THENCE S05°50'23"W 305.97' TO AN EXISTING REBAR ON THE NORTH RIGHT-OF-WAY OF WEST MOUNT COMFORT ROAD, THENCE ALONG SAID RIGHT-OF-WAY THE FOLLOWING: ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1380.00' FOR A CHORD BEARING AND DISTANCE OF S86°41'53"W 267.81'TO AN EXISTING REBAR, S80°39'37"W 153.09' TO AN EXISTING REBAR, N09°20'36"W 14.98'TO AN EXISTING REBAR, S80°26'02"W 49.95' TO AN EXISTING REBAR, S83°24'27"W 56.70' TO AN EXISTING REBAR, N45°01'26"W 21.97' TO AN EXISTING REBAR, N01°49'24"E 22.18' TO THE POINT OF BEGINNING, CONTAINING 4.25 ACRES, MORE OR LESS. SUBJECT TO THAT PORTION IN WEST MOUNT COMFORT MASTER STREET PLAN RIGHT-OF-WAY ON THE SOUTH SIDE OF HEREIN DESCRIBED TRACT AND SUBJECT TO ALL OTHER EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

TRACT A1:
A PART OF THE SOUTHWEST QUARTER AND A PART OF THE FRACTIONAL NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 16 NORTH, RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT AN EXISTING ALUMINUM MONUMENT ON THE EAST RIGHT-OF-WAY OF NORTH RUPPLE ROAD MARKING THE SOUTHWEST CORNER OF SAID FRACTIONAL NORTHWEST QUARTER AND RUNNING THENCE ALONG SAID RIGHT-OF-WAY N02°18'52"E 46.29' TO AN EXISTING ALUMINUM MONUMENT MARKING THE SOUTHEAST CORNER OF THE FRACTIONAL NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 16 NORTH, RANGE 31 WEST, THENCE CONTINUING ALONG SAID RIGHT-OF-WAY N02°40'44"E 221.49', THENCE LEAVING SAID RIGHT-OF-WAY S87°19'16"E 301.66', THENCE S02°40'44"W 145.44', THENCES07°32'28"E 114.90' TO THE NORTH RIGHT-OF-WAY OF MOUNT COMFORT ROAD, THENCE ALONG SAID RIGHT-OF-WAY THE FOLLOWING: ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1380.00' FOR A CHORD BEARING AND DISTANCE OF S81°38'08"W 48.44' TO AN EXISTING REBAR, S80°39'37"W 153.09' TO AN EXISTING REBAR, S80°26'02"W 49.95' TO AN EXISTING REBAR, S83°24'27"W 56.70' TO AN EXISTING REBAR, N45°01'26"W 21.97' TO AN EXISTING REBAR, N01°49'24"E 22.18' TO THE POINT OF BEGINNING, CONTAINING 2.01 ACRES, MORE OR LESS. SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

TRACT A2:
A PART OF THE FRACTIONAL NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 16 NORTH, RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: COMMENCING AT AN EXISTING ALUMINUM MONUMENT ON THE EAST RIGHT-OF-WAY OF NORTH RUPPLE ROAD MARKING THE SOUTHWEST CORNER OF SAID FORTY ACRE TRACT AND RUNNING THENCE ALONG SAID RIGHT-OF-WAY N02°18'52"E 46.29' TO AN EXISTING ALUMINUM MONUMENT MARKING THE SOUTHEAST CORNER OF THE FRACTIONAL NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 16 NORTH, RANGE 31 WEST, THENCE CONTINUING ALONG SAID RIGHT-OF-WAY N02°40'44"E 290.52', THENCE LEAVING SAID RIGHT-OF-WAY S87°12'33"E 305.97' TO AN EXISTING REBAR, THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1380.00' FOR A CHORD BEARING AND DISTANCE OF S87°12'14"W 219.56', THENCE N07°32'28"W 114.90', THENCE N02°40'44"E 213.88' TO THE POINT OF BEGINNING, CONTAINING 1.76 ACRES, MORE OR LESS. SUBJECT TO THAT PORTION IN WEST MOUNT COMFORT ROAD MASTER STREET PLAN RIGHT-OF-WAY ON THE SOUTH SIDE OF HEREIN DESCRIBED TRACT AND ALSO SUBJECT TO ALL OTHER EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

PREVIOUS TRACT B (PER SURVEY 2020-19364):
A PART OF THE FRACTIONAL NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 16 NORTH, AND ALSO A PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 17 NORTH, AND ALSO A PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 17 NORTH, ALL BEING LOCATED IN RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS, AND ALL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A POINT ON THE EAST RIGHT-OF-WAY OF NORTH RUPPLE ROAD WHICH IS N02°18'52"E 46.29' AND N02°40'44"E 290.52' FROM AN EXISTING ALUMINUM MONUMENT MARKING THE SOUTHWEST CORNER OF SAID FRACTIONAL NORTHWEST QUARTER OF SECTION 6 AND RUNNING THENCE ALONG SAID RIGHT-OF-WAY N02°40'44"E 859.48'TO A POINT ON THE SOUTH LINE OF CLEARWOOD CROSSING SUBDIVISION TO THE CITY OF FAYETTEVILLE, AS PER THE RECORDED PLAT THEREOF, THENCE ALONG SAID SOUTH SUBDIVISION LINE THE FOLLOWING: S87°00'18"E 206.65', S86°22'27"E 193.98' TO AN EXISTING REBAR, S86°39'36"E204.65' TO AN EXISTING REBAR ON THE WEST LINE OF SAIDSUBDIVISION. THENCE ALONG SAID WEST SUBDIVISION THE FOLLOWING: S08°32'47"W 8.02' TO AN EXISTINGREBAR, S06°15'51"W 79.97' TO AN EXISTING REBAR, S05°38'30"W 83.40' TO AN EXISTING REBAR, S06°08'21"W 98.48' TO AN EXISTING REBAR, S05°29'51"W 98.01' TO AN EXISTING REBAR ON THE SOUTH LINE OF SAID SUBDIVISION, THENCE ALONG SAID SOUTH SUBDIVISION LINE S87°38'11"E 500.30' TO AN EXISTING FENCE CORNER ON THE EAST LINE OF AN ABANDONED RAILROAD RIGHT-OF-WAY , SAID ABANDONED RIGHT-OF-WAY BEING SHOWN ON A PLAT OF SURVEY BY ALAN REID AND ASSOCIATES RECORDED IN BOOK 94 AT PAGE 47888 IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, THENCE LEAVING SAID SUBDIVISION LINE ALONG SAID ABANDONED RIGHT-OF-WAY THE FOLLOWING: S20°19'46"W 325.57' TO AN EXISTING FENCE CORNER POST, S29°43'09"W 324.37', S44°04'24"W 130.77' TO AN EXISTING FENCE CORNER ON THE EAST LINE OF A TRIANGLE SHAPED PIECE OF LAND THAT WAS CONVEYED TO ELLIS H. WILSON AND MATTIE BELLE WILSON BY EDNA HENBEST, AS PER QUITCLAIM DEEDRECORDEDIN BOOK 928 AT PAGE 754, THENCE ALONG SAID EAST LINE S02°52'59"W 97.61' TO THE EXISTING NORTH RIGHT-OF-WAY OF WEST MOUNT COMFORT ROAD. THENCE ALONG SAID RIGHT-OF-WAY N87°19'07"W 211.03' TO AN EXISTING REBAR, THENCE LEAVING SAID RIGHT-OF-WAY N05°50'23"E 305.97', THENCE N87°12'33"W 557.47' TO THE POINT OF BEGINNING, CONTAINING 18.05 ACRES, MORE OR LESS. SUBJECT TO THAT PORTION IN NORTH RUPPLE ROAD MASTER STREET PLAN RIGHT-OF-WAY ON THE SOUTH SIDE OF HEREIN DESCRIBED TRACT AND ALSO SUBJECT TO ALL OTHER EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

ADJUSTED TRACT B:
A PART OF THE FRACTIONAL NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 16 NORTH, AND ALSO A PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 17 NORTH, AND ALSO A PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 17 NORTH, ALL BEING LOCATED IN RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS, AND ALL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TOWIT: BEGINNING AT A POINT ON THE EAST RIGHT-OF-WAY OF NORTH RUPPLE ROAD WHICH IS N02°18'52"E 46.29' AND N02°40'44"E 221.49'FROM AN EXISTING ALUMINUM MONUMENTMARKING THE SOUTHWEST CORNER OF SAID FRACTIONAL NORTHWEST QUARTER OF SECTION 6 AND RUNNING THENCE ALONG SAID RIGHT-OF-WAY N02°40'44"E 928.50' TO A POINTON THE SOUTH LINE OF CLEARWOOD CROSSING SUBDIVISION TO THE CITY OF FAYETTEVILLE, AS PER THE RECORDED PLAT THEREOF, THENCE ALONG SAID SOUTH SUBDIVISION LINE THE FOLLOWING: S87°00'18"E 206.65', S86°22'27"E 193.98'TO AN EXISTING REBAR, S86°39'36"E 204.65' TO AN EXISTING REBAR ON THE WEST LINE OF SAID SUBDIVISION. THENCE ALONG SAID WEST SUBDIVISIONTHE FOLLOWING: S08°32'47"W 8.02'TO AN EXISTINGREBAR, S06°15'51"W 79.97' TO AN EXISTING REBAR, S05°38'30"W 83.40' TO AN EXISTING REBAR, S06°08'21"W 98.48' TO AN EXISTING REBAR, S05°29'51"W 98.01' TO AN EXISTING REBAR ON THE SOUTH LINE OF SAID SUBDIVISION, THENCE ALONG SAID SOUTH SUBDIVISION LINE S87°38'11"E 500.30' TO AN EXISTING FENCE CORNER ON THE EAST LINE OF AN ABANDONED RAILROAD RIGHT-OF-WAY , SAID ABANDONED RIGHT-OF-WAY BEING SHOWN ON A PLAT OF SURVEY BY ALAN REID AND ASSOCIATES RECORDED IN BOOK 94 AT PAGE 47888 IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, THENCE LEAVING SAID SUBDIVISION LINE ALONG SAID ABANDONED RIGHT-OF-WAY THE FOLLOWING: S20°19'46"W 325.57' TO AN EXISTING FENCE CORNER POST, S29°43'09"W 324.37', S44°04'24"W 130.77' TO AN EXISTING FENCE CORNER ON THE EAST LINE OF A TRIANGLE SHAPED PIECE OF LAND THAT WAS CONVEYED TO ELLIS H. WILSON AND MATTIE BELLE WILSON BY EDNA HENBEST, AS PER QUITCLAIM DEED RECORDED IN BOOK 928 AT PAGE 754, THENCE ALONG SAID EAST LINE S02°52'59"W 97.61' TO THE EXISTING NORTH RIGHT-OF-WAY OF WEST MOUNT COMFORT ROAD, THENCE ALONG SAID RIGHT-OF-WAY N87°19'07"W 211.03' TO AN EXISTING REBAR, THENCE LEAVING SAID RIGHT-OF-WAY N05°50'23"E 305.97', THENCE N87°12'33"W 255.81', THENCE S02°40'44"W 68.44', THENCE N87°19'16"W 301.66'TO THE POINT OF BEGINNING, CONTAINING 18.53 ACRES, MORE OR LESS. SUBJECT TO THAT PORTION IN NORTH RUPPLE ROAD MASTER STREET PLAN RIGHT-OF-WAY ON THE WEST SIDE, SUBJECT TO THAT PORTION IN WEST MOUNT COMFORT ROAD MASTER STREET PLAN RIGHT-OF-WAY ON THE SOUTH SIDE OF HEREIN DESCRIBED TRACT AND ALSO SUBJECT TO ALL OTHER EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

GIS Approved
02/21/2024 4:48:35 PM

STATE RECORDING NUMBER:
500-17N-30W-0-32-330-72-1642

STATE RECORDING NUMBER:
500-17N-30W-0-31-220-72-1642

STATE RECORDING NUMBER:
500-16N-30W-0-06-304-72-1642

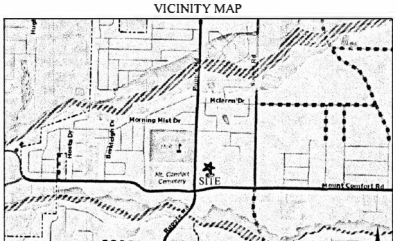
I HEREBY CERTIFY THIS TO BE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF ON THIS THE 4TH DAY OF MAY, 2020.

CERTIFICATE OF AUTHORIZATION BATES & ASSOCIATES, INC. #335 ARKANSAS ENGINEER

REGISTERED STATE OF ARKANSAS NO. 1642 PROFESSIONAL LAND SURVEYOR PATRICK L. THOMAS

IF THE SIGNATURE ON THIS SEAL IS NOT AN ORIGINAL AND NOT BLUE IN COLOR THEN IT SHOULD BE ASSUMED THAT THIS PLAT MAY HAVE BEEN ALTERED. THE ABOVE CERTIFICATION SHALL NOT APPLY TO ANY COPY THAT DOES NOT BEAR AN ORIGINAL SEAL AND SIGNATURE.

VICINITY MAP



VICINITY MAP NOT TO SCALE

NOTE:
THE LOCATION OF UTILITIES SHOWN HEREON ARE FROM OBSERVED EVIDENCE OF ABOVE GROUND APPURTENANCES. ALL UTILITY LINES APPEARING ON THIS PLAT, AS WELL AS THOSE THAT MAY EXIST UNDERGROUND NEED TO BE VERIFIED PRIOR TO DOING ANY TYPE OF EXCAVATION OR DESIGN. SOME UTILITY LINES MAY ALSO EXIST THAT WERE NOT SHOWN ON THIS PLAT.

FLOOD CERTIFICATION:
NO PORTION OF THIS PROPERTY IS LOCATED WITHIN FLOOD ZONE "A" OR "AE" AS DETERMINED BY THE NATIONAL FLOOD INSURANCE PROGRAM FLOOD INSURANCE RATE MAP FOR WASHINGTON COUNTY, ARKANSAS. (FIRM PANEL #05143C0205F. DATED05/16/2008)

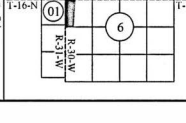
DRAWING #20-006 SPLIT V.2

FOR USE AND BENEFIT OF:
TONY & SHARROL HARDIN
LANDMARC CUSTOM HOMES
ADDRESS:
3670 WEST MT. COMFORT ROAD
FAYETTEVILLE, ARKANSAS
DATE: 03/23/21 | SCALE: 1"=100'
LOCATION: SECTION: 06 TOWNSHIP: 16 NORTH RANGE: 30 WEST
SURVEYED: ROSS | DRAFTED: JCR,KW,AH
REVIEWED: DT
COA #1335
SEC. 31-T17N-R30W
SEC. 32-T17N-R30W

Bates & Associates, Inc.
Engineers · Surveyors · Landscape Architects
7230 S. Pleasant Ridge Dr. · Fayetteville, Arkansas 72704 · 479.442.9350 · Fax 479.521.9350

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This survey was conducted for the person or persons whose name(s) appear on this plat. This plat is protected by copyright. No one including the person(s) named may reproduce this plat without the express written consent of Bates & Associates, Inc. Surveyor has made no independent investigation for easements of record, encumbrances, restrictive covenants, ownership title evidence, or any other fact which a complete and accurate title search may disclose. Any flood statement provided on this plat is for information only and Bates & Associates, Inc. assumes no liability for the correctness of the hereon cited maps, furthermore the above statement does not represent the opinion of Bates & Associates, Inc. of the probability of flooding.

Location Map:



LEGEND:
THESE STANDARD SYMBOLS WILL BE FOUND IN THE DRAWING.

- FOUND 1/2" REBAR
- FOUND 5/8" REBAR
- FOUND ALUM. MONUMENT
- FOUND STONE
- FOUND PK NAIL
- SET 5/8" REBAR/CAP
- COMPUTED POINT
- FOUND FENCE CORNER POST
- FOUND NAIL
- FOUND PIPE
- TELEPHONE PEDESTAL
- ELECTRICAL METER
- POWER POLE
- WATER VALVE
- WATER METER
- FIRE HYDRANT
- GAS METER
- VALVE
- STORM SEWER MH
- STOP LIGHT
- ELECTRICAL PEDESTAL
- SANITARY SEWER MH
- BOUNDARY LINE (MEASURED)
- PARCEL LINE
- FORTY LINE/TIELINE
- CENTERLINE OF ROAD
- RIGHT-OF-WAY
- WATER LINE
- OVERHEAD POWER LINE
- SEWER LINE
- FENCE
- BUILDING SETBACK
- UTILITY EASEMENT

RECORDING NUMBER/DATE

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2025-1684

MEETING OF SEPTEMBER 16, 2025

TO: Mayor Rawn and City Council

THRU: Keith Macedo, Chief of Staff
Jonathan Curth, Development Services Director
Jessica Masters, Planning Director

FROM: Wesley Frank, Planner

SUBJECT: **RZN-2025-0031: Rezoning (3900 W. DINSMORE TRL/ TEAGUE, 517): RZN-2025-0031: Rezoning (3900 W. DINSMORE TRL/ TEAGUE, 517): Submitted by JORGENSEN & ASSOCIATES for property located at 3900 W. DINSMORE TRL in WARD 1. The property is zoned CS, COMMUNITY SERVICES and NC, NEIGHBORHOOD CONSERVATION and contains approximately 60.00 acres. The request is to rezone 9.9 acres from NC, NEIGHBORHOOD CONSERVATION to CS, COMMUNITY SERVICES.**

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

BACKGROUND:
The subject area is in west Fayetteville just east of the roundabout between Rupple Road and W. Tofino Drive. The parcel (765-22366-800) was part of the City-initiated 2015 rezoning to support the development of Rupple Road, which was intended to serve as a mixed-use corridor. As a result, the property was split-zoned between CS, Community Services, and NC, Neighborhood Conservation. The property is developed with a single-family home that is considered a historical building as it was built in 1895 according to Washington County records. Long-Range Planning has been awarded a grant from the Arkansas Historic Preservation Program to support a survey of historic structures within the Fayetteville city limits and recommends that property owners should consult with staff prior to demolition or alteration so that documentation can be made. The property does not fall within any overlay districts or master plan areas.

Request: The applicant is proposing to shift the existing zoning boundaries of the split-zoned parcel (765-22366-800), which would result in the rezoning of 9.9 acres from NC, Neighborhood Conservation to CS, Community Services. No specific development plans have been submitted to City Staff.

Public Comment: Staff has not received any public comment at this time.

Land Use Compatibility: On the balance of considerations, staff recommends in favor of the request. The property received this zoning district (Ord. 5775) in 2015 during Rupple Road's development. The intent for the 642 acres along Rupple Road was to establish a mixed-use corridor, with CS allowing for mixed uses along the corridor and NC, a single-family zoning district, in the peripheral areas to allow for "adequate transition and compatibility among existing uses." Rezoning to CS would support anticipated growth along Rupple Road by

allowing more mixed-use opportunities and addressing the current non-uniform zoning pattern created by a strip of CS zoned property extending in to the area largely designated as NC, which could otherwise hinder cohesive future development. The proposed rezoning would also promote consistency along the corridor, while maintaining a focus on Rupple Road frontage, even as adjacent properties to the east along Dinsmore Trail remain underdeveloped and less capable of supporting growth.

The 2015 rezoning to CS was intended to support mixed-use development along the Rupple Corridor, but instead has resulted primarily in single-family homes, contrary to that vision. Staff is concerned that adding more CS zoning could continue this trend, especially given CS allows single-family homes by right with no density cap and minimal lot widths, unlike NC zoning, which limits density and only permits single-family use. NC serves as a transitional buffer toward Dinsmore Trail, but both NC and CS areas have developed almost exclusively as single-family, creating an unexpected homogeneity in what was meant to be a diverse corridor. While CS zoning permits a range of uses—including multi-family and commercial—these have largely not materialized, and in some cases, single-family homes were oriented away from Rupple Road, diminishing the streetscape and interaction with the public right-of-way. Despite a development code amendment addressing dual frontage, concerns remain about continued single-family growth in CS zones. A proposed Master Street Plan connection to Dinsmore Trail could bring increased development pressure, but the area's low infill score and limited infrastructure make it ill-equipped for higher intensity. While staff sees the potential benefits of CS zoning, the current development pattern undermines the corridor's original mixed-use intent, and expanding CS may exacerbate that issue.

Land Use Plan Analysis: Staff finds the applicant's request aligns with the City's future land use goals. According to City Plan 2040, this area is designated as both Residential Neighborhood and City Neighborhood. While both CS and NC support residential development consistent with the Residential Neighborhood designation, only CS aligns with the City Neighborhood designation by allowing by-right, mixed-use development. The CS use schedule offers a broad range of mixed-use options, supporting the City's goals and the intent of the original zoning. Expanding CS in this area could better support growth along Rupple Road and its surroundings.

CITY PLAN 2040 INFILL MATRIX: City Plan 2040's Infill Matrix indicates a score of **3** for this site. The following elements of the matrix contribute to the score:

- Near Public School (John L. Colbert Middle School)
- Near City Park (Centennial Park)
- Near Paved Trail (Side-Path Trail)

DISCUSSION:
At the August 25, 2025 Planning Commission meeting, a vote of 7-0-0 forwarded the request to City Council with a recommendation of approval. Commissioner Werner motioned and Commissioner Payne seconded. Commissioner Werner said that affirming the proposed rezoning would result in more uniform zoning district lines, alleviating future development confusion. No members of the public spoke concerning the presented item.

BUDGET/STAFF IMPACT:

ATTACHMENTS: 3. Staff Review Form, 4. Exhibit A, 5. Exhibit B, 6. Staff Report

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

File #: 2025-1684

AN ORDINANCE TO REZONE THE PROPERTY DESCRIBED IN REZONING PETITION RZN 2025-31 FOR APPROXIMATELY 9.9 ACRES LOCATED AT 3900 WEST DINSMORE TRAIL IN WARD 1 FROM NC, NEIGHBORHOOD CONSERVATION TO CS, COMMUNITY SERVICES

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

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

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

City of Fayetteville Staff Review Form

2025-1684

Item ID

9/16/2025

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Jonathan Curth	8/29/2025	DEVELOPMENT REVIEW (630)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

RZN-2025-0031: Rezoning (3900 W. DINSMORE TRL/ TEAGUE, 517): Submitted by JORGENSEN & ASSOCIATES for property located at 3900 W. DINSMORE TRL in WARD 1. The property is zoned CS, COMMUNITY SERVICES and NC, NEIGHBORHOOD CONSERVATION and contains approximately 60.00 acres. The request is to rezone 9.9 acres from NC, NEIGHBORHOOD CONSERVATION to CS, COMMUNITY SERVICES.

Budget Impact:

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

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

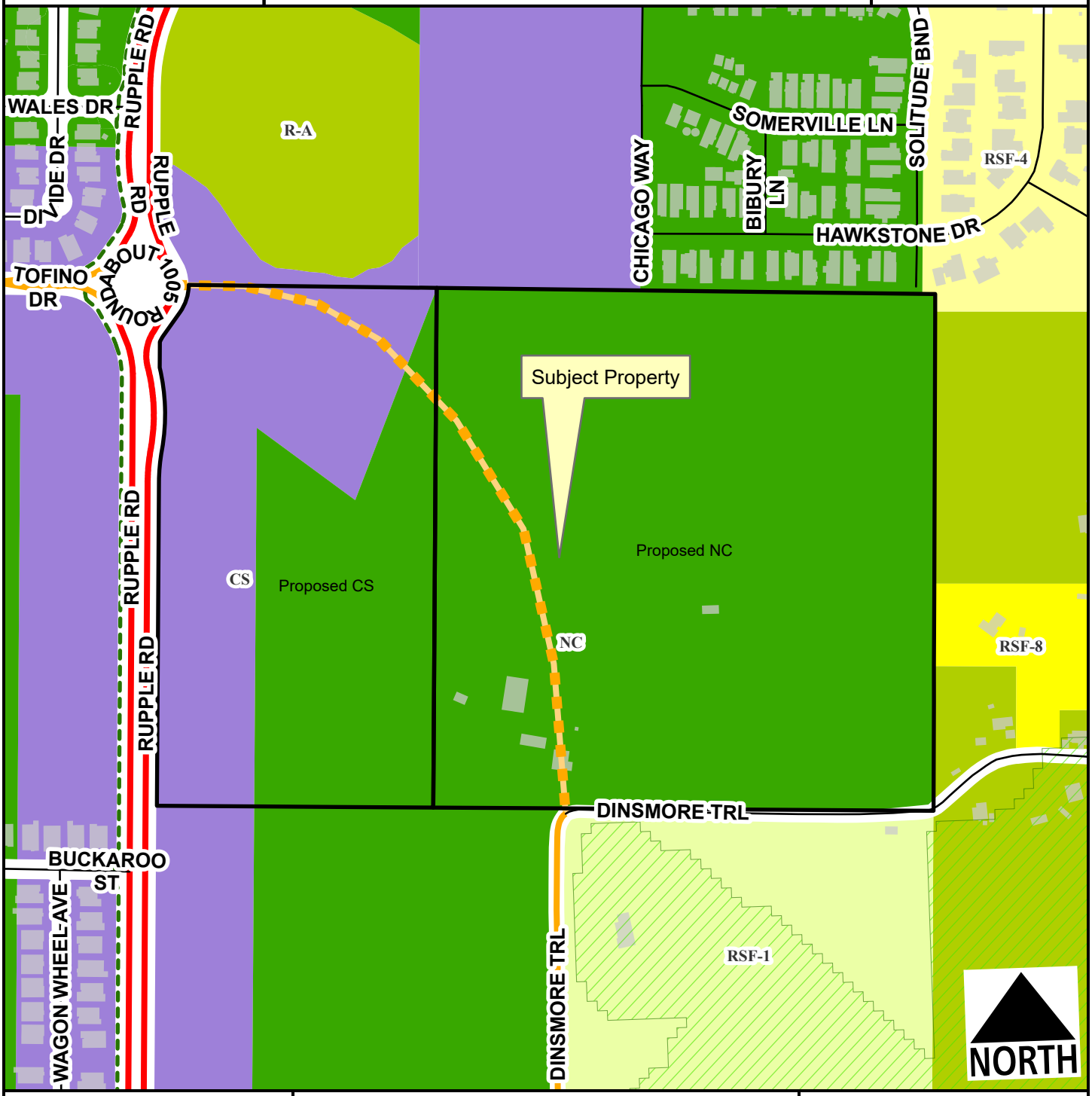
Comments:

RZN-2025-0031

Close Up View

3900 W. DINSMORE TRL

RZN-2025-0031
EXHIBIT A



- Regional Link
- Neighborhood Link
- Residential Link
- Planned Neighborhood Link
- Hillside-Hilltop Overlay District
- Planning Area
- Fayetteville City Limits

Feet

0 135 270 540 810 1,080

1:4,400

Zone	Current	Proposed
CS	11.1	21.0
NC	48.0	38.2
R-A	0.0	0.0
RSF-4	0.0	0.0
RSF-8	0.0	0.0

Total 59.2 ac

RZN-2025-0031
EXHIBIT B

LEGAL DESCRIPTION: (ORIGINAL CS ZONING)

A part of the NE1/4 of the SE1/4 and a part of the NW1/4 of the SE1/4 of Section 13, T16N, R31W in Washington County, Arkansas, and being described as follows: Commencing at the NE Corner of said NE1/4, SE1/4, thence N87°18'04"W 1,264.24 feet to the POINT OF BEGINNING, thence S23°04'37"W 575.44 feet, thence N51°42'26"W 309.32 feet, thence S02°23'29"W 960.70 feet, thence N87°37'28"W 247.02 feet, thence N02°22'32"E 820.76 feet, thence along a curve to the right 80.96 feet, said curve having a radius of 472.00 feet and a chord bearing and distance of N07°17'23"E 80.87 feet, thence along a reverse curve to the left 211.13 feet, said curve having a radius of 516.00 feet and a chord bearing and distance of N00°28'56"E 209.66 feet, thence N02°22'32"E 64.95 feet, thence along a non tangent curve to the right 18.38 feet, said curve having a radius of 85.00 feet and a chord bearing and distance of N31°10'47"E 18.35 feet, thence N37°22'32"E 72.05 feet, thence along a curve to the left 74.76 feet, said curve having a radius of 123.50 feet and a chord bearing and distance of N20°02'00"E 73.62 feet, thence S87°18'04"E 628.72 feet to the POINT OF BEGINNING: Containing 11.14 acres more or less subject to easements and right of way of record.

LEGAL DESCRIPTION: (REVISED CS ZONING)

A part of the NE1/4 of the SE1/4 and a part of the NW1/4 of the SE1/4 of Section 13, T16N, R31W in Washington County, Arkansas, and being described as follows: Commencing at the NE Corner of said NE1/4, SE1/4, thence N87°18'04"W 1,264.24 feet to the POINT OF BEGINNING, thence S02°22'32"W 1,317.54 feet, thence N87°37'28"W 701.21 feet, thence N02°22'32"E 820.76 feet, thence along a curve to the right 80.96 feet, said curve having a radius of 472.00 feet and a chord bearing and distance of N07°17'23"E 80.87 feet, thence along a reverse curve to the left 211.13 feet, said curve having a radius of 516.00 feet and a chord bearing and distance of N00°28'56"E 209.66 feet, thence N02°22'32"E 64.95 feet, thence along a non tangent curve to the right 18.38 feet, said curve having a radius of 85.00 feet and a chord bearing and distance of N31°10'47"E 18.35 feet, thence N37°22'32"E 72.05 feet, thence along a curve to the left 74.76 feet, said curve having a radius of 123.50 feet and a chord bearing and distance of N20°02'00"E 73.62 feet, thence S87°18'04"E 628.72 feet to the POINT OF BEGINNING: Containing 21.04 acres more or less subject to easements and right of way of record.

LEGAL DESCRIPTION: (ORIGINAL NC ZONING)

A part of the NE1/4 of the SE1/4 and a part of the NW1/4 of the SE1/4 of Section 13, T16N, R31W in Washington County, Arkansas, and being described as follows: Beginning at the NE Corner of said NE1/4, SE1/4, said point being the POINT OF BEGINNING, thence S02°11'41"W 1,310.41 feet, thence N87°37'28"W 1,722.55 feet, thence N02°23'29"E 960.70 feet, thence S51°42'26"E 309.32 feet, thence N23°04'37"E 575.44 feet, thence S87°18'04"E 1,264.24 feet to the POINT OF BEGINNING: Containing 48.10 acres more or less subject to easements and right of way of record.

LEGAL DESCRIPTION: (REVISED NC ZONING)

A part of the NE1/4 of the SE1/4 of Section 13, T16N, R31W in Washington County, Arkansas, and being described as follows: Beginning at the NE Corner of said NE1/4, SE1/4, said point being the POINT OF BEGINNING, thence S02°11'41"W 1,310.41 feet, thence N87°37'28"W 1,268.35 feet, thence N02°22'32"E 1,317.54 feet, thence S87°18'04"E 1,264.24 feet to the POINT OF BEGINNING: Containing 38.20 acres more or less subject to easements and right of way of record.

CITY OF FAYETTEVILLE ARKANSAS

PLANNING COMMISSION MEMO

TO: Fayetteville Planning Commission

THRU: Jessie Masters, Planning Director

FROM: Wesley Frank, Planner

MEETING DATE: August 25, 2025 Updated w/ meeting results

SUBJECT: **RZN-2025-0031: Rezoning (3900 W. DINSMORE TRL/ TEAGUE, 517):** Submitted by JORGENSEN & ASSOCIATES for property located at 3900 W. DINSMORE TRL. The property is zoned CS, COMMUNITY SERVICES and NC, NEIGHBORHOOD CONSERVATION and contains approximately 60.00 acres. The request is to rezone 9.9 acres from NC, NEIGHBORHOOD CONSERVATION to CS, COMMUNITY SERVICES.

RECOMMENDATION:
Staff recommends forwarding **RZN-2025-0031** to City Council with the recommendation of approval.

RECOMMENDED MOTION:
*"I move to forward **RZN-2025-0031** to City Council with a recommendation of approval."*

BACKGROUND:
The subject area is in west Fayetteville just east of the corner of the roundabout intersection between Rupple Road and W. Tofino Drive. The parcel (765-22366-800) was part of the 2015 rezoning to support the development of Rupple Road, which was intended to serve as a mixed-use corridor. As a result of this rezoning, the property was split-zoned between CS, Community Services, and NC, Neighborhood Conservation. The property is developed with a single-family home that was built in 1895, according to Washington County records. The property does not fall within any overlay districts or Master Plan areas. Surrounding land uses and zoning is depicted in *Table 1.*

Table 1
Surrounding Land Use and Zoning

Direction	Land Use	Zoning
North	Undeveloped, Residential Single-Family	CS, Community Services, NC, Neighborhood Conservation
South	Undeveloped, Residential Single-Family	CS, Community Services, NC, Neighborhood Conservation, RSF-1, Residential Single-Family, 1 Unit per Acre
East	Residential Single-Family	R-A, Residential-Agricultural/ RSF-8, Residential Single-Family, 8 Unites per Acre
West	Single-family subdivision under development	CS, Community Services

Request: The applicant proposed to shift the existing split-zoning boundaries at parcel (765-22366-800), resulting in 9.9 acres of NC, Neighborhood Conservation shifting to CS, Community Services. No specific development plans have been submitted to City Staff.

Public Comment: Staff has not received any at this time.

INFRASTRUCTURE AND ENVIRONMENTAL REVIEW

Streets: The property's frontage along S. Rupple Road, a regional link, is completely improved. In addition, the property has frontage along W. Dinsmore Trail, a residential link, which is partially improved with asphalt paving. In the northeast corner of the property there are two streets which dead end at this property. The first, N. Chicago Way, is an improved residential link which is partially improved with asphalt paving, curb and gutter, and a sidewalk on one side. The other, N. Solitude Bend, is an improved residential link which is improved with asphalt paving, curb and gutter, and sidewalks on both sides. Any street improvements required in these areas would be determined at the time of development proposal.

Water: Public water is available to the subject area. There is an existing 8-inch water main along the north side of W. Dinsmore Trail. In addition, there is an 8-inch water main connection on the north side of the subject property along N. Chicago Way.

Sewer: Sanitary sewer is available to the subject area. There is an 8-inch sewer main connection on the north side of the subject property along N. Chicago Way.

Fire: Fire apparatus access and fire protection water supplies will be reviewed for compliance with the Arkansas Fire Prevention Code at the time of development. Station 6, located at 900 S. Hollywood Ave., protects this site. The property is located approximately 2.3 miles from the fire station with an anticipated drive time of approximately 7 minutes using existing streets. The anticipated response time would be approximately 9.2 minutes. The Fire Department response time is calculated based on the drive time plus 1 minute for dispatch and 1.2 minutes for turn-out time. Within the City Limits, the Fayetteville Fire Department has a response time goal of 6 minutes for an engine and 8 minutes for a ladder truck.

Police: The Police Department expressed no concerns with this request.

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

Tree Preservation:

Both zoning districts of CS, Community Services, and NC, Neighborhood Conservation require **20% minimum canopy preservation** respectively. The change in zoning district boundaries would not affect tree preservation calculations as both districts have the same requirement.

CITY PLAN 2040 FUTURE LAND USE PLAN: City Plan 2040 Future Land Use Plan designates the property within the proposed rezone as **City Neighborhood and Residential Neighborhoods.**

City Neighborhoods are more densely developed than residential neighborhood areas and provide a mix of non-residential and residential uses. This designation supports the widest spectrum of uses and encourages density in all housing types, from single family to multi-family. Non-residential and commercial uses are primarily located at street intersections and along major corridors. Ideally, commercial uses would have a residential component and vary in size, variety and intensity. The street network should have a high number of intersections creating a system of small blocks with a high level of connectivity between neighborhoods. Building setbacks and landscaping are urban in form with street trees typically being located within the sidewalk zone.

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

CITY PLAN 2040 INFILL MATRIX: City Plan 2040's Infill Matrix indicates a score of **3** for this site, with a weighted score of **3.5**. The following elements of the matrix contribute to the score:

- Near Public School (John L. Colbert Middle School)
- Near City Park (Centennial Park)
- Near Paved Trail (Side-Path Trail)

FINDINGS OF THE STAFF

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

   ***Land Use Compatibility:* Staff finds the request to be not fully compatible with the surrounding land uses and the intention of the original rezoning. The property received this zoning district (Ord. 5775) in 2015 during Rupple Road's development. The intent for the 642 acres along Rupple Road was to establish a mixed-use corridor, with CS to allow for mixed uses along the corridor and NC, a single-family zoning district, in the peripheral areas to allow for "adequate transition and compatibility amongst existing uses." Rezoning to CS would allow for further support to Rupple Road as it permits for more mixed-use opportunities. A Master Street Plan anticipated connection dissects through the property as it connects to W. Dinsmore Trail to the east. This connection indicates that growth is anticipated at this location, which would be supported by additional CS zoning. As result of the original rezoning, a unique flag of CS enters into the NC zoning. This may**

create an issue for future development as this non-uniformity creates non-cohesive borderlines. The proposed rezoning would resolve this issue by creating uniformity here. Additionally, the adjacent properties and infrastructure to the east along Dinsmore Trail are underdeveloped, which may not be able to manage the growth. But where the CS zoning is being proposed would still primarily supports Rupple Road as this is where it will continue to front.

However, the intention of the rezoning in 2015 was for CS to provide mixed use opportunities along the Rupple Corridor, which has not yet happened. Since that time, development in the CS districts along Rupple Road have been primarily single-family detached homes, which was not the intent. Staff is concerned that additional CS would allow for further development of single-family developments given the established precedent. The NC zoning acts as a buffer transition in the area as the property moves east towards Dinsmore Trail. NC has a density maximum of 10 units per acre and has larger lot width minimums at 50 feet. The use schedule allowances for NC are only single-family. CS allows single-family homes by right with no density maximums and on lots as narrow as 18 feet, which could lead to the proliferation of strictly single-family subdivisions in an area originally intended as a mixed-use corridor. With both CS and NC districts in the area only being developed with single-family, it highlights the unanticipated homogeneity of an intended mixed-use corridor. In CS, the use schedule allows for multi-family residential by-right and for non-residential uses ranging from institutional uses to commercial uses such as restaurants, offices, and small-scale production. Staff asserts that these uses make sense and are compatible with the property's frontage along Rupple Road, but this has not happened in other developed areas. One issue that arose during the CS single-family development to the south was a significant number of these homes were developed with their facades facing away from Rupple, impacting the pedestrian interaction here. This resulted in a non-uniform look to much of the CS zoning district's development as some homes' principle façade face Rupple Road and others do not. Though UDC § 164.06(C) was approved to prevent a property from fronting two streets, the concern still remains of additional housing in this zoning district. As mentioned, a future Master Street Plan connection is proposed here to connect S. Rupple to Dinsmore Trail to the east, which can introduce substantial intense development to this area. The property does have a low infill score of 3 as this area has higher-intensity zoning entitlements but has not yet been developed with the necessary infrastructure that could support higher intensity development. Staff supports a CS rezoning as it would allow for additional benefits that are missing in the area, but the area's model and intention are counter to this proposal and so by allowing additional CS may compound this issue.

The existing building located on the subject property is considered a historical building as it was developed in 1895. Long-Range Planning has been awarded a grant from the Arkansas Historic Preservation Program to support a survey of historic structures within the Fayetteville city limits and recommends that property owners should consult with Long Range &

Preservation Planner prior to demolition or alteration of historic structures so that staff can capture photo documentation of the existing structures.

Land Use Plan Analysis: **Staff finds the applicant's request to be consistent with the City's Goals regarding the future land use. City Plan 2040's Future Land Use Map designates this area as Residential Neighborhood and City Neighborhood. Residential Neighborhood supports the development of residential units, which can be supported by both CS and NC with their residential uses. City Neighborhood supports the development of mixed-use units, which can only be CS in this location. The CS use schedule offers a wide range of mixed use which is consistent with the City's Goals and original zoning ordinance. The growth of CS with its by-right allowances may offer more support to Rupple Road and the surrounding area.**

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

Finding: **Staff finds that there is sufficient justification to rezone this section of the subject property from NC to CS as CS zoning allows for more mixed-use which would adhere to the original intent of Ord. 5775 and land use designations.**

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

Finding: **A rezoning from NC to CS has the potential to increase traffic at this location when considering that CS would allow for more dense development than the existing zoning which has a density maximum. The subject property fronts onto a major public thoroughfare on S. Rupple Road as well as future Master Street Plan connection. The property also fronts onto Dinsmore Trail, which may not be able to sufficiently handle an increase in traffic. Any necessary street improvements and potential traffic impacts would be determined at the time of development.**

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

Finding: **The proposed rezoning has the potential to alter the population density since CS has smaller lot sizes and no density maximums, potentially increasing population density at a considerable rate. However, the property is near several high-intensity residential development in the area, which are supported by existing public infrastructure with no known capacity issues. Any necessary upgrades or improvements to existing infrastructure would be determined at the time of development. Fayetteville Public Schools did not comment on this request.**

5. If there are reasons why the proposed zoning should not be approved in view of considerations under b (1) through (4) above, a determination as to whether the proposed zoning is justified and/or necessitated by peculiar circumstances such as:

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

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

Finding: **N/A**

RECOMMENDATION: Staff recommends forwarding RZN-2025-0031 to City Council with a recommendation of approval.

PLANNING COMMISSION ACTION:	**Required**	**YES**	
Date: August 25, 2025	**❒ Tabled**	**❒ Forwarded**	**❒ Denied**
Motion:	Werner		
Second:	Payne		
Vote:	7-0-0		

BUDGET/STAFF IMPACT:
None

Attachments:

- Unified Development Code:
  - §161.29 Neighborhood Conservation
  - §161.22 Community Services
- One Mile Map
- Close-up Map
- Current Land Use Map
- Future Land Use Map
- Long Range Planning Memo
- Applicant Request Letter

161.29 Neighborhood Conservation

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

(B) *Uses.*

(1) *Permitted Uses.*

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

(2) *Conditional Uses.*

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

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

(D) *Bulk and Area Regulations*.

(1) *Lot Width Minimum.*

All dwelling types	40 feet

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

(E) *Setback Regulations*.

Front	A build-to zone that is located between the front property line and a line 25 feet from the front property line.
Side	5 feet

Rear	5 feet
Rear, from center line of an alley	12 feet

(F) *Building Height Regulations*.

Building Height Maximum	3 stories

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

Editor's note(s)—Ord. No. 6820, §1, adopted December 4, 2024, determines that Ordinance 6427 (Sunset Clause), Ordinance 6625 (extending Sunset Clause) and Ordinance 6710 (extending the Sunset Clause) be amended so that Ordinance 6427 and all amendments to Code Sections ordained or enacted by Ordinance 6427 shall automatically sunset, be repealed and become void on July 1, 2025 at 7:00 p.m. unless prior to that time and date the City Council amends this ordinance to repeal or further amend this sunset, repeal and termination section.

161.22 Community Services

(A) *Purpose.* The Community Services District is designed primarily to provide convenience goods and personal services for persons living in the surrounding residential areas and is intended to provide for adaptable mixed use centers located along commercial corridors that connect denser development nodes. There is a mixture of residential and commercial uses in a traditional urban form with buildings addressing the street. For the purposes of Chapter 96: Noise Control, the Community Services district is a commercial zone. The intent of this zoning district is to provide standards that enable development to be approved administratively.

(B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 10	Three (3) and four (4) family dwellings
Unit 13	Eating places
Unit 15	Neighborhood Shopping goods
Unit 24	Home occupations
Unit 25	Offices, studios and related services
Unit 26	Multi-family dwellings
Unit 40	Sidewalk Cafes
Unit 41	Accessory dwellings
Unit 44	Cluster Housing Development
Unit 45	Small scale production
Unit 46	Short-term rentals

Note: Any combination of above uses is permitted upon any lot within this zone. Conditional uses shall need approval when combined with pre-approved uses.

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 14	Hotel, motel and amusement services
Unit 16	Shopping goods
Unit 17	Transportation, trades and services
Unit 18	Gasoline service stations and drive-in/drive-through restaurants
Unit 19	Commercial recreation, small sites
Unit 28	Center for collecting recyclable materials
Unit 34	Liquor stores
Unit 35	Outdoor music establishments
Unit 36	Wireless communication facilities*
Unit 42	Clean technologies

(C) *Density.* None.

(D) *Bulk and Area Regulations*.

(1) *Lot Width Minimum.*

Dwelling	18 feet
All others	None

(2) *Lot Area Minimum.* None.

(E) *Setback regulations*.

Front:	A build-to zone that is located between 10 feet and a line 25 feet from the front property line.
Side and rear:	None
Side or rear, when contiguous to a single-family residential district:	15 feet

(F) *Building Height Regulations.*

Building Height Maximum	5 stories

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

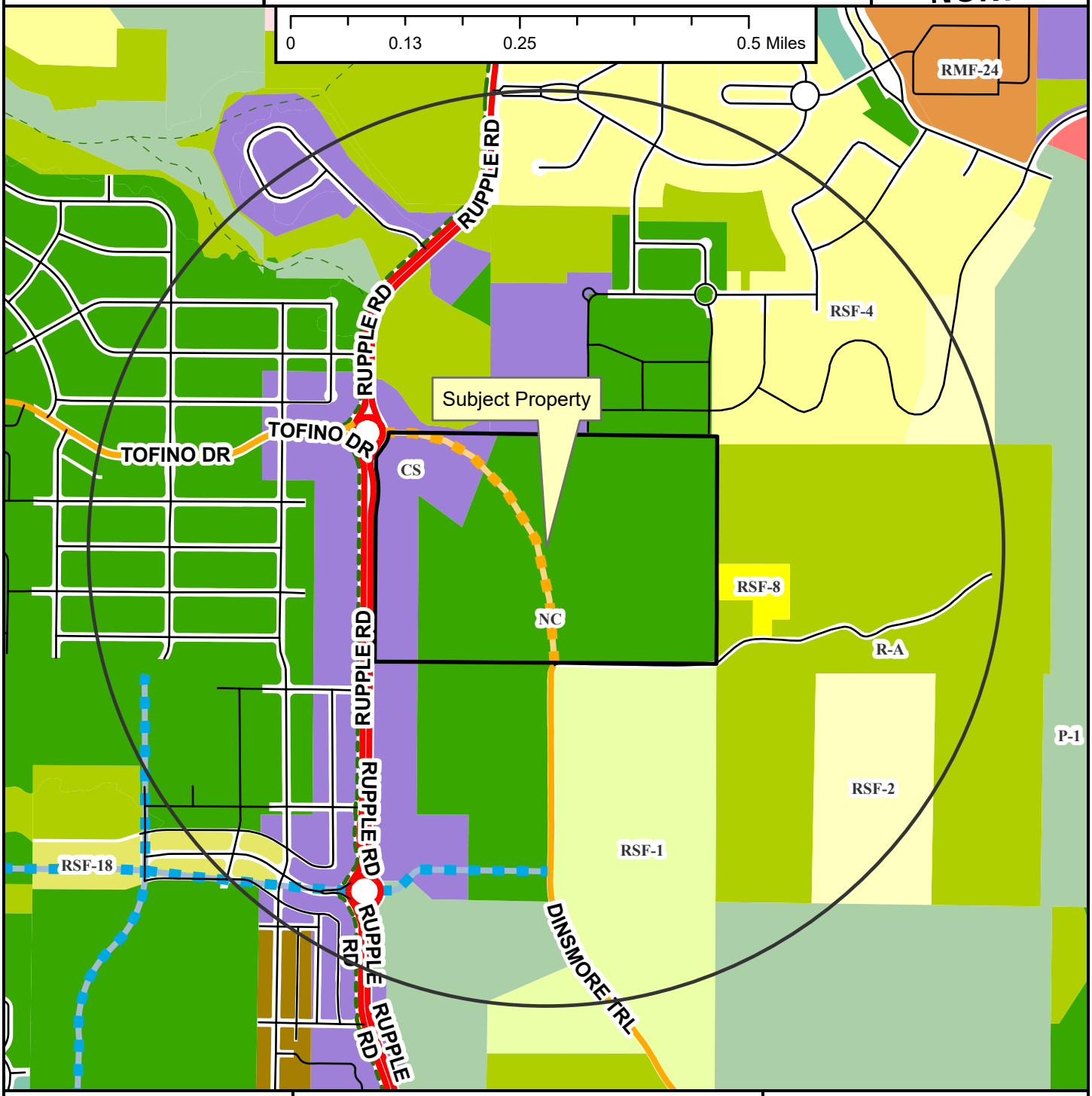
(Ord. No. 5312, 4-20-10; Ord. No. 5339, 8-3-10; Ord. No. 5462, 12-6-11; Ord. No. 5592, 6-18-13; Ord. No. 5664, 2-18-14; Ord. No. 5735, 1-20-15; Ord. No. 5800, §1(Exh. A), 10-6-15; Ord. No. 5921, §1, 11-1-16; Ord. No. 5945, §§5, 7—9, 1-17-17; Ord. No. 6015, §1(Exh. A), 11-21-17; Ord. No. 6223, §1, 9-3-19; Ord. No. 6409 §1, 2-2-21; Ord. No. 6427, §§1(Exh. C), 2, 4-20-21; Ord. No. 6497, §1, 10-19-21)

Editor's note(s)—Ord. No. 6820, §1, adopted December 4, 2024, determines that Ordinance 6427 (Sunset Clause), Ordinance 6625 (extending Sunset Clause) and Ordinance 6710 (extending the Sunset Clause) be amended so that Ordinance 6427 and all amendments to Code Sections ordained or enacted by Ordinance 6427 shall automatically sunset, be repealed and become void on July 1, 2025 at 7:00 p.m. unless prior to that time and date the City Council amends this ordinance to repeal or further amend this sunset, repeal and termination section.

RZN-2025-0031

One Mile View

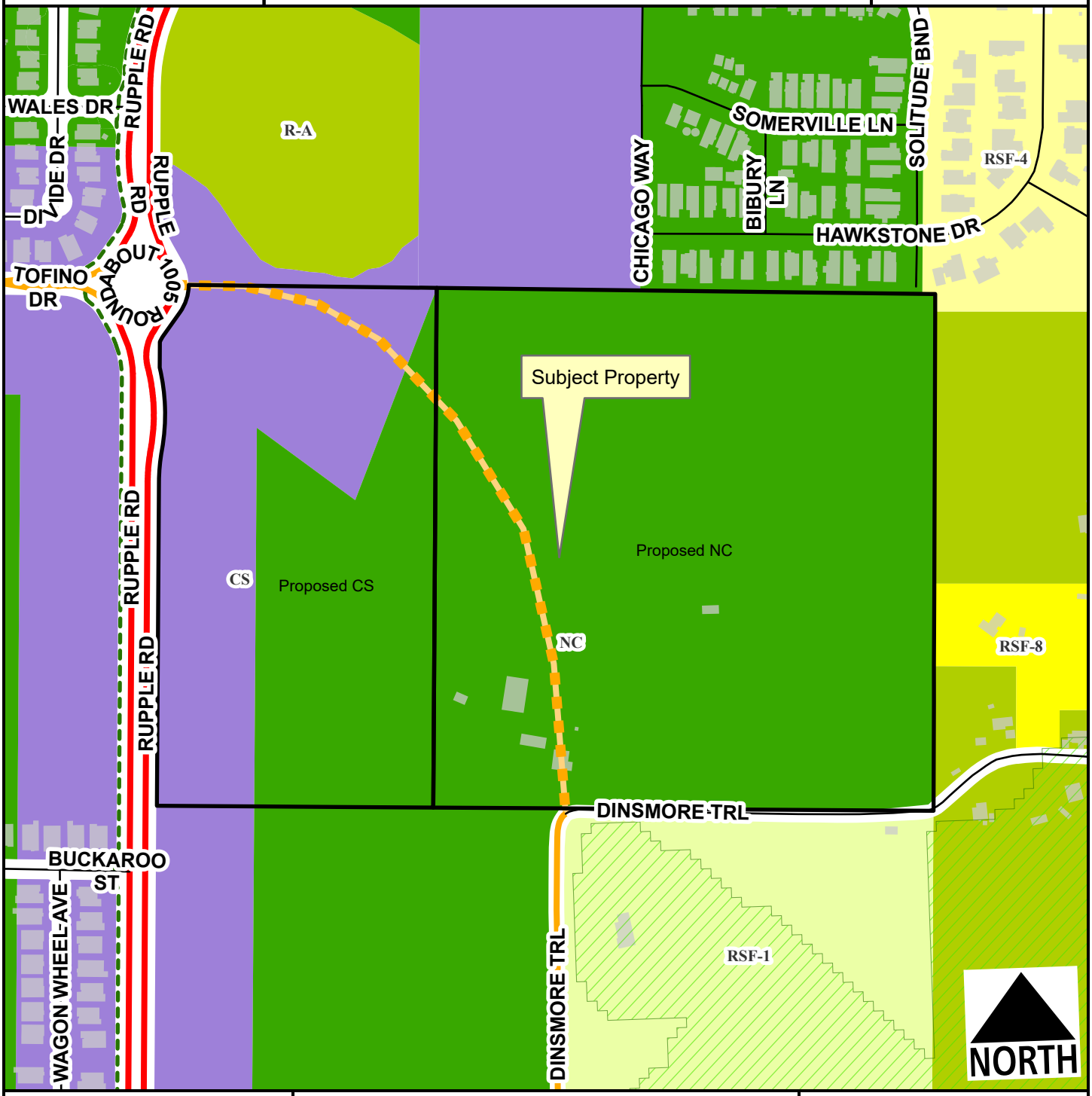
3900 W. DINSMORE TRL



RZN-2025-0031

Close Up View

3900 W. DINSMORE TRL



- Regional Link
- Neighborhood Link
- Residential Link
- Planned Neighborhood Link
- Hillside-Hilltop Overlay District
- Planning Area
- Fayetteville City Limits

Feet

0 135 270 540 810 1,080

1:4,400

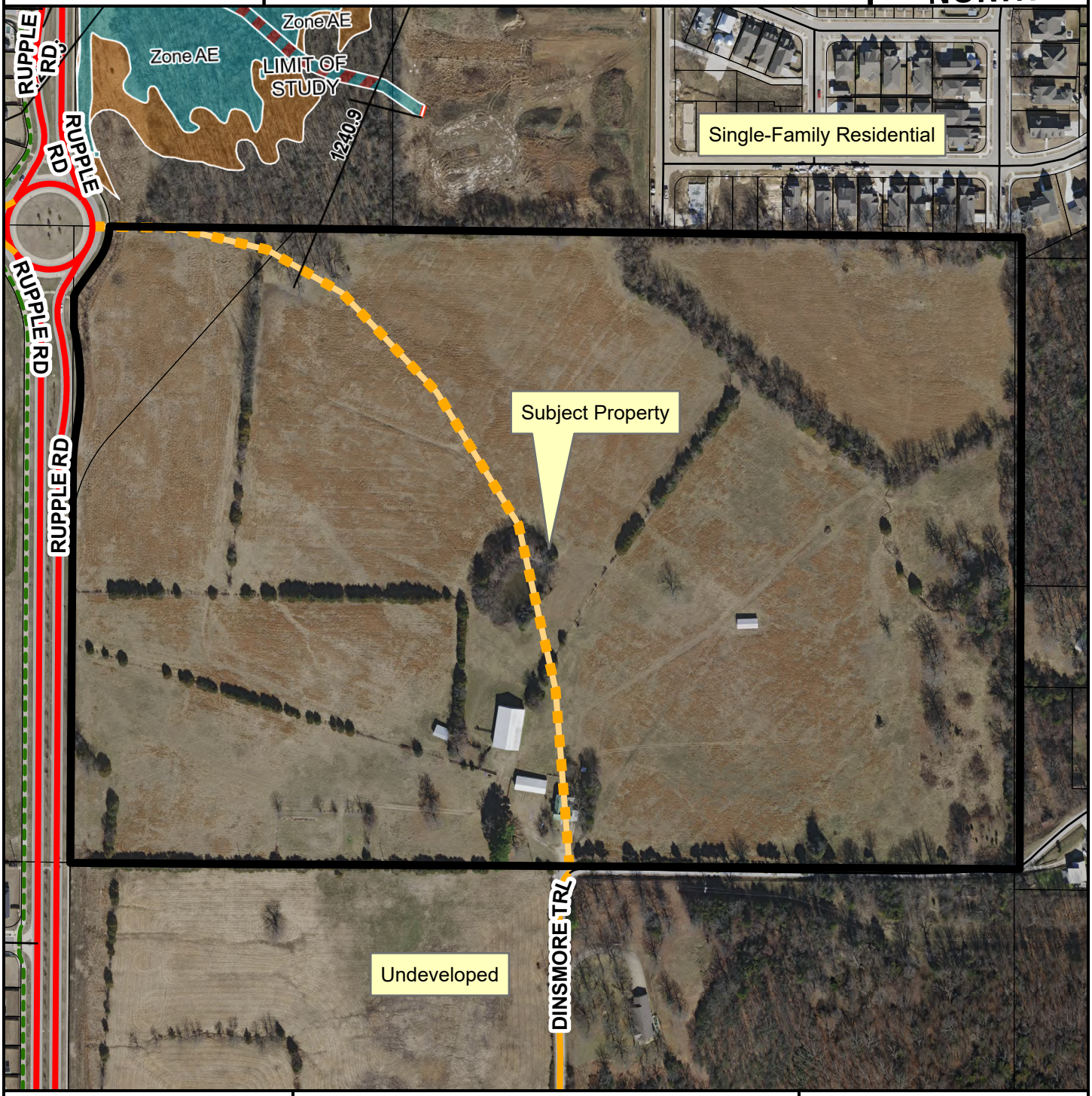
Zone	Current	Proposed
CS	11.1	21.0
NC	48.0	38.2
R-A	0.0	0.0
RSF-4	0.0	0.0
RSF-8	0.0	0.0
Total	**59.2 ac**	

RZN-2025-0031

Current Land Use

3900 W. DINSMORE TRL

NORTH



- Regional Link
- Neighborhood Link
- Residential Link
- Planned Neighborhood Link
- Planning Area
- Fayetteville City Limits

Feet

0 112.5 225 450 675 900

1:3,600

FEMA Flood Hazard Data

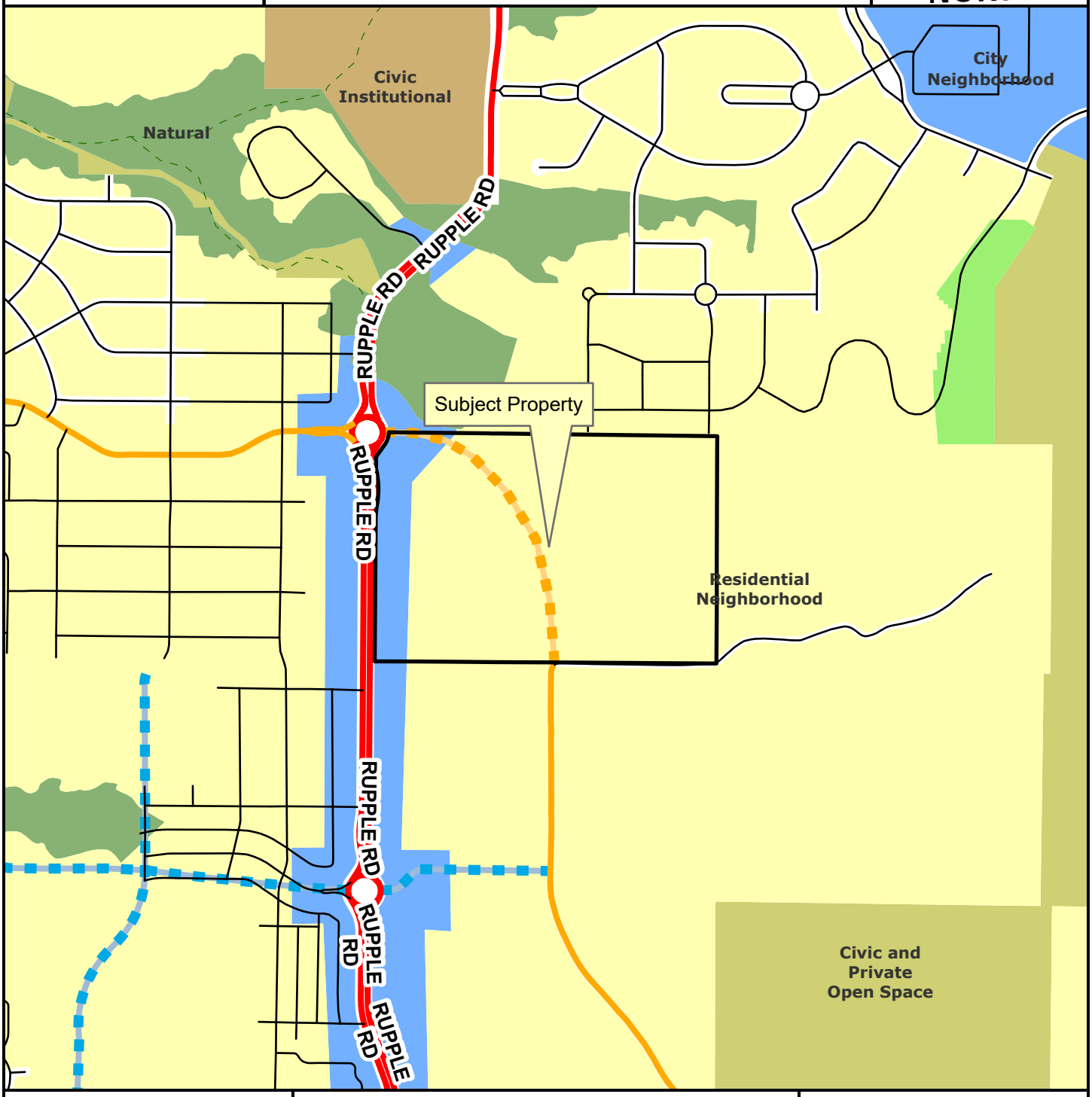
- 100-Year Floodplain
- Floodway

RZN-2025-0031

Future Land Use

3900 W. DINSMORE TRL

NORTH



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

Feet

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

1:10,000

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

CITY OF FAYETTEVILLE ARKANSAS

STAFF MEMO

TO: Wes Frank, Planner

FROM: Kylee Cole, Long Range & Preservation Planner

MEETING DATE: August 25, 2025

SUBJECT: **Long Range Planning Comments Regarding RZN-2025-0031**

RECOMMENDATION:
Advisory Only: Property owner and/or applicant should consult with Long Range & Preservation Planner prior to demolition or alteration of historic structures to capture photo documentation. Documentation of historic resources is an effective way to mitigate against the loss of historic structures when regulatory tools are not available.

BACKGROUND:
The applicant requests to rezone approximately 8.52 acres, by increasing the amount of property currently zoned CS, Community Services and reducing the portion of the property zoned NC, Neighborhood Conservation. Two long range planning documents are relevant when evaluating this request: *City Plan 2040* and the *Heritage & Historic Preservation Plan.*

City Plan 2040 (2020):

- 3.1.6 – Encourage historic preservation and adaptive reuse of buildings (p.24)
- 3.1.7 – Encourage protection of community character in established neighborhoods (p.25)
- 3.6.1 - Increase housing choices by encouraging a mixture of housing types and sizes dispersed throughout the city and in proximity to transit and active transportation networks. (p.44)

Heritage & Historic Preservation Plan (2023):
The City's *Heritage & Historic Preservation Plan* was initiated by City Plan 2040.
Heritage and Historic Preservation Master Plan Relevant Goals and Action Items

1.9	Plan Review	Include historic preservation staff in review of proposed major projects and zoning changes to determine impacts to historic resources.
1.10	Demolition Ordinance	Pass an ordinance to allow for the review of proposed demolitions for resources forty-five years or older. Staff to evaluate each property for significance. Work with property owner to discourage demolition. Reviews should be taken up by HDC as needed.
4.9	Community Engagement: Transparency	Publish information about historic preservation reviews and demolitions of historic properties to increase transparency.

DISCUSSION:
The house is already within the portion of the property zoned NC, which has a front build-to zone of 0'-25', and while the existing front setback will not change under the current request, it is of note that this does not align the existing rural historic-age residence, which is set farther back from the road (approximately 88' from the public right-of-way).

Property History:
The property contains a single-family dwelling constructed ca. 1895, according to the County Assessors Records. This represents a very early residential dwelling that is becoming increasingly rare in Fayetteville. The house is a simple, side-gabled hall and parlor form with what appears to be one or two rear additions, and a side carport addition.



ATTACHMENTS:

1965 Aerial Imagery



Aerial imagery prior to 1965 does not include the subject area.

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 Parks Department
1445 South Happy Hollow Rd.
Fayetteville, AR. 72703

Re: Teague Rezoning

Dear Parks Department,

Please accept this request for a rezoning of property located at 3900 W Dinsmore Trail (Parcels 765-22366-901 & 76522366-800). The current zoning has a total of ~ 11 acres of CS and ~49 of NC. We are proposing to align the CS zoning to be 550' east of Rupple Road and run more or less parallel to Rupple. We understand that the original zoning lines reflect the Master Street Plan, but we feel that this new alignment will allow for a more cohesive development pattern as the development goes from CS to NC. Since this isn't introducing any new zoning, compatibility with surrounding uses will remain the same.

The Developer of this property is as follows:
TABA20, LLC
5519 Hacket Road, Suite 300
Springdale, AR 72762
Mark Marquess
markm@riverwoodhomesnwa.com

Thanks, and we appreciate your consideration.

Blake Jorgensen, PE

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2025-1691

MEETING OF SEPTEMBER 16, 2025

TO: Mayor Rawn and City Council

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

FROM: Jessica Masters, Planning Director

SUBJECT: **PZD-2025-0003: Planned Zoning District (N. RAVEN LN/KTB LIMITED PARTNERSHIP, 285): Submitted by CRAFTON TULL for property located on N. RAVEN LN. The property is zoned CPZD, COMMERCIAL PLANNED ZONING DISTRICT, and RSF-4, RESIDENTIAL SINGLE-FAMILY, FOUR UNITS PER ACRE and contains approximately 49.2 acres. The request is to rezone the property to a PLANNED ZONING DISTRICT.**

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

BACKGROUND:
The subject area is located in northwest Fayetteville, approximately mid-way between N. Salem and N. Deane Solomon Roads, and due north of the Crystal Springs, Phase IV subdivision. A portion of the property was rezoned to a Planned Zoning District in 2020 with the acquisition of land that was donated for Underwood Park. A Residential Link connection of Fayetteville's Master Street Plan enters the property from the south before angling eastward for future connectivity with Deane Solomon. An associated master street plan modification was also considered with this request, but it was not forwarded by the Planning Commission.

Proposal: The applicant requests to rezone the property to a Residential Planned Zoning District with two planning areas, as described below:

- **Planning Area #1 (Residential Single-Family) – 26.84 acres:** This area will be developed with residential single-family homes at a maximum density of 5.61 units per acre.
- **Planning Area #2 (Open Space and Amenities) – 22.36 acres:** Development in this area appears to be limited to stormwater, greenspace, and open space.

Public Comment: To date, staff has received comments in opposition, centered around concerns regarding loss of green space to the north of the Crystal Spring subdivision, and concerns about additional traffic.

Land Use Compatibility: Staff finds that the proposed PZD is compatible with surrounding land uses. The overall zoning density allowances are effectively a downzoning from what could be built there currently under the CPZD district that in certain portions allows up to 24 units per acre of multi-family residential. To the south of the development is an established residential single-family subdivision with public streets that this

development proposes to tie in to. The development proposes a density, building type, and use that is compatible with the surrounding areas. The main concern that staff has with the proposal is the applicant's request to install private streets throughout the development. Staff finds that this request runs counter to city goal 3 which states a preference for connected development, and potentially poses maintenance and upkeep issues in the long-term. Staff recommends a condition that connectivity through public streets be maintained to the subdivision to the south, and that the main north/south street throughout the development remain public to connect to the northeast section of the site.

Land Use Plan Analysis: Staff finds that the proposed PZD is aligned with several goals of City Plan 2040 since it would allow for appropriate infill development (Goal 1), and create opportunities for attainable housing (Goal 6) since the developer introduces a unique rental model for the City. The property has an infill score ranging between 2 to 6, which indicates that it is a suitable location for relatively low density development, which the applicant proposes. The developer's proposal to use only private streets does appear to run counter to City Goal 3, but if at least one main connection through the development can be dedicated as public street to avoid leapfrogging maintenance and public access, staff finds that the connectivity goal can be maintained.

CITY PLAN 2040 INFILL MATRIX: City Plan 2040's Infill Matrix indicates a score range of **2-6** for this site. Elements contributing to the highest score include the following:

1. Adequate Fire Response (Station #8, 2266 W. Deane Street)
2. Near Sewer Main (10-inch along west side of site)
3. Near Water Main (8-inch along west side of site
4. Near Public School (Holcomb Elementary)
5. Near City Park (Underwood Park)
6. Near Paved Trail (Clabber Creek Trail)

DISCUSSION:
At the August 25, 2025 Planning Commission meeting, a motion to forward this item with a recommendation of approval passed with a vote of 6-0-1 (Commissioner Cabe recused). The vote was preceded by another item, where the applicant requested to amend the master street plan in the area to provide a private street where a public one would be required. The request to modify the master street plan was ultimately denied by the Planning Commission with a vote of 3-3-1 (Commissioners Werner, Gulley, and Garlock were opposed, and Commissioner Cabe recused). Planning staff recommended denial of that request, finding that public streets are generally preferable to private streets from a maintenance, enforcement, and ongoing access standpoint.

Both items were previously heard at the August 11, 2025 Planning Commission meeting and tabled, and in the interim the applicant provided updated access easement language that was vetted by the City Attorney's office. While finding that the potential easement was legally defensible, the City Attorney's office also commented on the complexity of managing such an agreement in perpetuity. Three commissioners voted in favor of the master street plan amendment, and with that motion failing, those same commissioners ultimately voted in favor of the PZD, with all conditions as recommended by staff. As far as the Planned Zoning District itself, staff and the Commission found that it was compatible from the size, scale, density, and use perspective to the surrounding neighborhoods. One member of the public (the current property owner) spoke in favor of the request.

BUDGET/STAFF IMPACT:
N/A

ATTACHMENTS: 3. Staff Review Form, 4. Exhibit A - Map of Subject Property, 5. Exhibit B - Legal Description, 6. Exhibit C - PZD Booklet, 7. Planning Commission Staff Report

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

File #: 2025-1691

AN ORDINANCE TO APPROVE A RESIDENTIAL PLANNED ZONING DISTRICT ENTITLED PZD-2025-003 FOR APPROXIMATELY 49.2 ACRES LOCATED ON NORTH RAVEN LANE IN WARD 4

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves PZD-2025-03 as described in Exhibits "A," "B" and "C" attached to the Planning Division's Agenda Memo which allows the development of approximately 26.84 acres of residential single-family homes at a maximum density of 5.61 units per acre, and sets aside 22.36 acres limited to stormwater, greenspace, and open space.

Section 2: This PZD approval is subject to the following conditions which shall be reflected in an updated PZD booklet:

1. Connectivity through public streets shall be maintained to the subdivision to the south.
2. The main north/south street throughout the development shall remain public to connect to the northeast section of the site.

Section 3: That the official zoning map of the City of Fayetteville, Arkansas is hereby amended to reflect the zoning criteria change provided in Section 1 above.

City of Fayetteville Staff Review Form

2025-1691

Item ID

9/16/2025

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

Jonathan Curth	8/29/2025	DEVELOPMENT REVIEW (630)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

PZD-2025-0003: Planned Zoning District (N. RAVEN LN/KTB LIMITED PARTNERSHIP, 285): Submitted by CRAFTON TULL for property located on N. RAVEN LN. in WARD 4. The property is zoned CPZD, COMMERCIAL PLANNED ZONING DISTRICT, and RSF-4, RESIDENTIAL SINGLE-FAMILY, FOUR UNITS PER ACRE and contains approximately 49.2 acres. The request is to rezone the property to a PLANNED ZONING DISTRICT.

Budget Impact:

Account Number	Fund
Project Number	Project Title

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

V20221130

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

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

Original Contract Number: _____

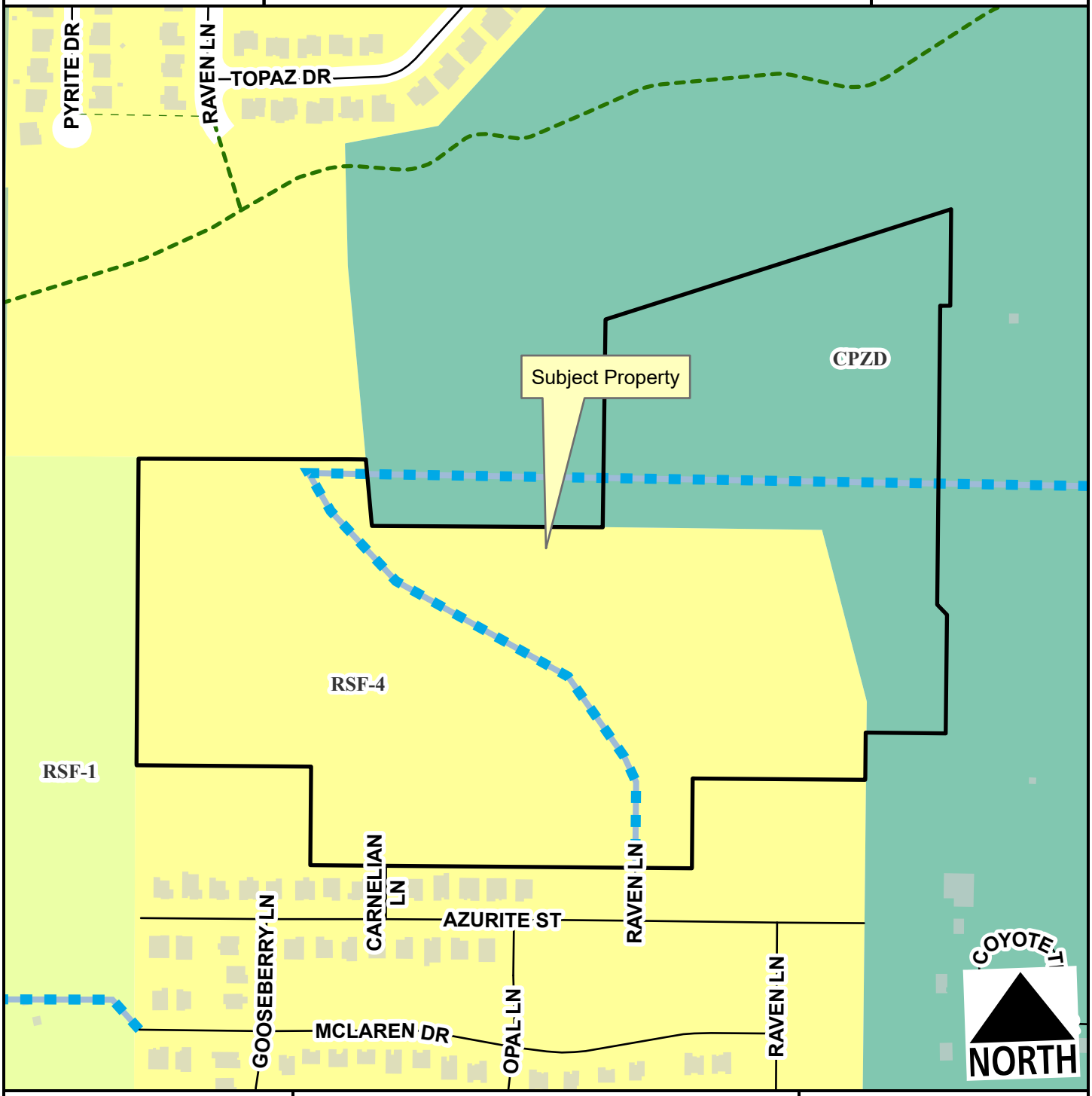
Comments:

PZD-2025-0003

Close Up View

N. RAVEN LN

EXHIBIT A



- Unclassified
- Residential Link
- Planned Residential Link
- Planning Area
- Fayetteville City Limits
- Shared-Use Paved Trail
- Trail (Proposed)

Feet

0 135 270 540 810 1,080

1:4,400

EXHIBIT B

LOT 4, AS PER PLAT RECORD 024A-00000298 IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS, BEING PART OF THE SE 1/4 OF THE NE 1/4 AND THE N 1/2 OF THE SE 1/4 OF SECTION 32, TOWNSHIP 17 NORTH, RANGE 30 WEST, WASHINGTON COUNTY ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SE 1/4 OF THE SE 1/4 OF SAID SECTION 32;
THENCE N87°16'59"W 782.21 FEET;
THENCE N02°38'01"E 1483.34 FEET TO THE POINT OF BEGINNING, SAID POINT BEING THE SOUTHWEST CORNER OF SAID LOT 4;
THENCE ALONG THE WEST LINE THEREOF THE FOLLOWING FOUR COURSES:
THENCE N02°38'01"E 76.97 FEET;
THENCE N12°18'05"W 449.85 FEET;
THENCE N87°14'42"W 556.89 FEET;
THENCE N02°45'14"E 527.06 FEET TO THE NORTHWEST CORNER OF SAID LOT 4;
THENCE ALONG THE NORTH LINE THEREOF N74°18'30"E 920.33 FEET TO THE NORTHEAST CORNER OF SAID LOT 4;
THENCE ALONG THE EAST LINE THEREOF THE FOLLOWING FIVE COURSES:
THENCE S02°36'38"W 245.00 FEET;
THENCE N87°23'22"W 25.00 FEET;
THENCE S02°36'38"W 758.10 FEET;
THENCE S42°23'22"E 35.36 FEET;
THENCE S02°36'38"W 301.04 FEET TO THE SOUTHEAST CORNER OF SAID LOT 4;
THENCE ALONG THE SOUTH LINE THEREOF N87°23'22"W 202.48 FEET TO THE POINT OF BEGINNING, CONTAINING 16.01 ACRES, MORE OR LESS AND SUBJECT TO ANY AND ALL EASEMENTS OF RECORD OR FACT.

ALSO

PART OF THE SE 1/4 OF SECTION 32, TOWNSHIP 17 NORTH, RANGE 30 WEST, WASHINGTON COUNTY ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SW 1/4 OF THE SE 1/4 OF SAID SECTION 32;
N02°23'27"E 1381.39 FEET TO THE POINT OF BEGINNING;
THENCE N02°23'27"E 777.29 FEET;
THENCE S87°48'23"E 576.12 FEET;
THENCE S03°18'06"E 169.29 FEET;
THENCE S87°14'42"E 1141.88 FEET;
THENCE S12°18'05"E 449.85 FEET;
THENCE S02°38'01"W 193.06 FEET;
THENCE N87°32'17"W 437.69 FEET;
THENCE S02°27'43"W 227.74 FEET;

THENCE N87°32'06"W 967.49 FEET;
THENCE N02°27'54"E 250.00 FEET;
THENCE N87°32'06"W 442.90 FEET TO THE POINT OF BEGINNING, CONTAINING 33.31 ACRES, MORE OR LESS AND SUBJECT TO ANY AND ALL EASEMENTS OF RECORD OR FACT.

July 23, 2025

NEXT CHAPTER PLANNED ZONING DISTRICT BOOKLET

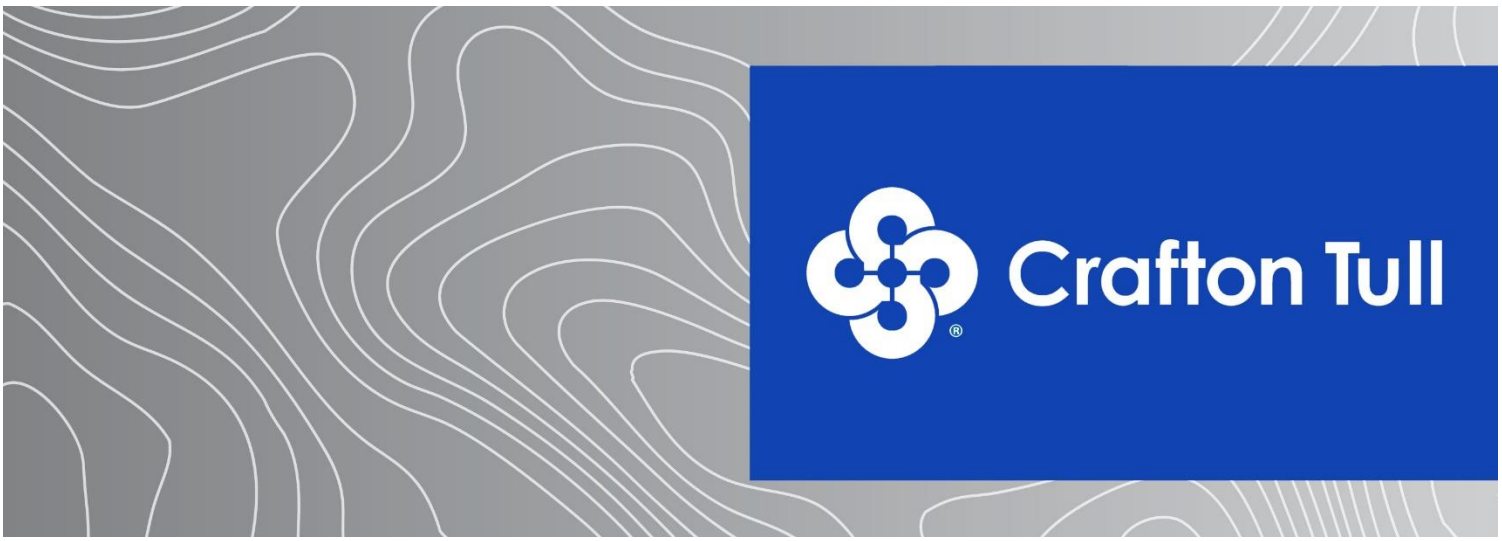
Submitted to:
City of Fayetteville
125 W. Mountain St
Fayetteville, AR 72701

Developer Pursuing PZD:
Next Chapter Holdings, LLC
2500 Trade Center Dr
Evans, GA 30809

Existing Owner of PIN 765-16658-050:
UNDERWOOD, CRAIG & LAURA REVOCABLE TRUST

Existing Owner of PIN 765-16658-022:
KTB LIMITED PARTNERSHIP

CT JOB NO. 25301700



Prepared by: Crafton Tull

300 N College Ave, Suite 317 | Fayetteville, AR 72701 | 479-455-2207 | www.craftontull.com

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Exhibit A – Cover Sheet/Survey

Exhibit B – Zoning & Development Standards by Planning Area

Exhibit C – Master Plan, Aerial Overall Site Plan, & Modified Typical Residential Link Section

Exhibit D – Floor Plans, Elevation Views, & Isometric Views for all unit types

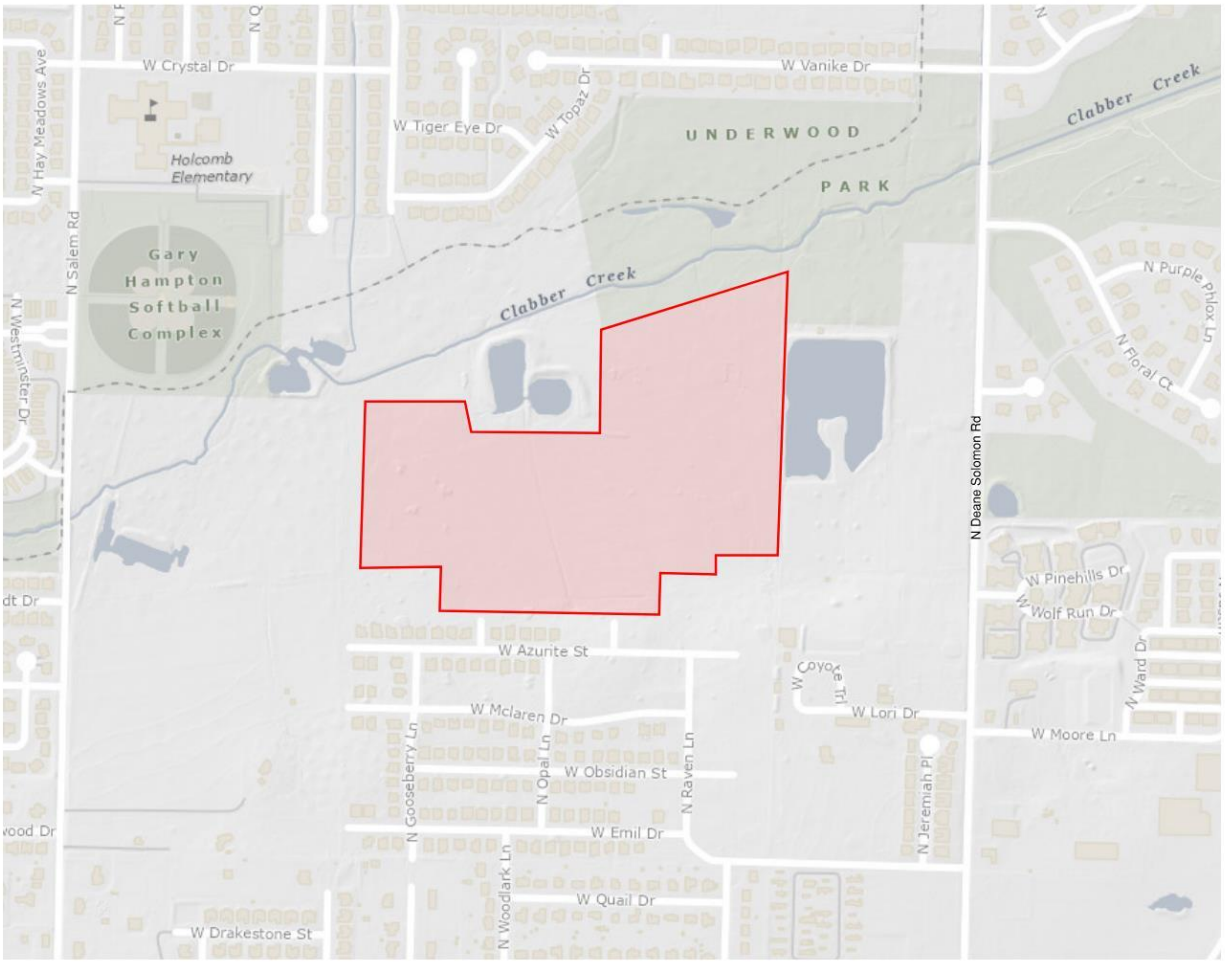
Exhibit E – Example Monument Sign

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A) Zoning Reversion:
It should be noted that the existing 16.1-acre commercial Underwood PZD property & 33.1-acre RSF-4 property shall both revert to their existing zoning if no action takes place within 2 years of the date of approval of this PZD.

B) Current Ownership:
The 49.2-acre property consists of two parcels: the 33.1-acre parcel is owned by UNDERWOOD, CRAIG & LAURA REVOCABLE TRUST, and the 16.1-acre parcel is owned by KTB LIMITED PARTNERSHIP. The developer pursuing the PZD is Next Chapter Holdings, LLC. Next Chapter Holdings, LLC has entered into a Purchase Agreement on both parcels from the current ownership.

All three parties are being represented by Crafton Tull & Associates. The site is located on Washington County Parcel Numbers 765-16658-050 and 765-16658-022. This location is south of Clabber Creek, west of N Deane Solomon Rd, and east of N Salem Rd. See vicinity map below for location:



C) Project Summary of Scope, Nature, & Intent:
The scope of the proposed development will consist of two planning areas: single-family detached homes and open green space. The nature of the development consists of single-family units that will be leased to tenants, with Next Chapter Holdings, LLC, or a subsidiary of, being the sole property owner. The property will not be parceled off into smaller, separate individual lots. This development will exist on a single 49.2-acre parcel of land, and the PZD herein sets a density requirement of 6 units/acre. The intent is to have an affordable, walkable, vibrant, sustainable, and medium-density neighborhood with

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useable common open space and a diverse array of housing types. The open space includes stormwater management and shared amenities such as a dog park, playgrounds, community garden, business center, fitness center, pool, and pickleball courts. There are a variety of unit types, ranging from 1-bed with 1 story to 4-bed with 2 stories. It should be noted, however, that the majority of the proposed units will be either 1 or 2 bedrooms.

D) General Project Concept:

1) Street & Lot Layout

The site will contain a network of internal streets that will all be publicly accessible via established public access easements. The site will connect to two existing residential link streets (N Carnelian Ln & N Raven Ln) and one neighborhood link street (N Deane Solomon Rd). All internal streets will be privately owned & maintained roads with 36' public access easements established over them, providing access to vehicles and pedestrians. The internal network of streets will be private and will generally conform to page 142 of the 2040 MSP Typical Residential Link section. Please see Exhibit C for the proposed modified residential link typical section.

If the internal network of streets were publicly dedicated residential links, then there would be a variety of challenges to accommodate Next Chapter's unique residential design product. The Next Chapter style, use, and model for distinct neighborhoods typically does not fit neatly into City of Fayetteville Unified Development Code or planning staff's traditional interpretation thereof. A Next Chapter Neighborhood was never intended to resemble or mimic a typical single-family, nor multi-family development. This is a new residential product type that has details and nuances that usually do not fit into one of these two traditional categories. One of the most critical design restrictions that would result from a publicly dedicated network of internal streets would be creation of internal right-of-way, or property lines. This would result in required front, side, and rear yard setbacks to be measured from the required dedicated right-of-way. The resulting spacing and design outcome would resemble a traditional for-sale single-family neighborhood. As previously stated, this design and layout does not fit the unique and relatively new residential product type model for a Next Chapter Neighborhood. Dedicating the required right-of-way for residential links would result in a variety of spacing and product challenges for a Next Chapter Neighborhood. The result of this would be a significant reduction in unit count, operational and ownership challenges, and a loss of intentional product aesthetic & design.

These are the primary reasons why Next Chapter is proposing these privately owned & maintained roads with public access easements granted over them. Next Chapter Holdings, LLC, or a subsidiary of, will pay for the full cost and lifetime maintenance of the streets, while still keeping them accessible to public..

The primary benefit to the City of Fayetteville is that Next Chapter Holdings, LLC, will provide the intended connectivity for pedestrians and vehicles, and the City won't have to pay for any lifetime maintenance or initial construction costs. Fayetteville taxpayers do not pay for the construction or maintenance of the road, and yet they are still able to utilize and access the streets & sidewalks, free of charge. This is typically viewed as favorable by local jurisdictions as Next Chapter Holdings, LLC, is highly incentivized to ensure the roads are kept up to high standards. If a high-quality product is not provided by the developer, which includes the streets & means of access, then the developer's business will suffer.

The technical design and physical construction of the streets will generally conform to the City Minimum Street Standards, 2020 edition. In addition to the connections at N Raven Ln & N Carnelian Ln, a third access point will be extended to the east through adjacent property with right-of-way dedication, eventually connecting to N Deane Solomon Rd. N Carnelian Ln & N Raven Ln will also continue through

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the Next Chapter development site in the form of privately owned and maintained roads with public access easements granted over it them. No alleys are proposed.

An amendment to the Master Street Plan will be submitted concurrently with this PZD because while the development is meeting the intent of the established Master Street Plan's inter-parcel connectivity requirements, the technical nature of the privately owned and maintained internal roads warrant a Master Street Plan Amendment to verify this. The intended connectivity discussed in the City Plan 2040 is provided on this site with vehicular and pedestrian access. Next Chapter proposes several pedestrian connections to the adjacent Underwood Park, which makes this development even more connected than typically found in other traditional single family or multi-family developments. Therefore, because we are meeting the connectivity goal of the City Plan 2040, we believe this amendment to the MSP is justified, and will not negatively impact the City but rather benefit the City with a privately funded street & sidewalk installation and life-long maintenance.

Next Chapter is proposing to add a condition that any approval of the MSP amendment is conditional upon the specific project moving forward and/or the public access easements being dedicated. If these conditions are not met, then any approved MSP amendment will revert back to the originally adopted MSP.

Each unit will be front-loaded, and all units will have their own garage. There are ample guest and overflow parking spaces provided evenly throughout the development. The table below shows the number of parking stalls broken down by unit type, row parking, and parking pods.

	Number of Units	Number of Parking Stalls
Units w/ 1-car Garage (each includes 1 garage and 1 driveway parking stall) (Cherry, Maple, Hamilton, Dearborn, Jennings)	204	408
Units w/ 2-car Garage (each includes 2 garage & 2 driveway stalls) (Warren, Spencer)	72	288
Row Parking along Street	N/A	77
Parking Pods	N/A	112
Total Parking Spaces		885
Total Unit Count		276
Average Parking Density per Unit (Spaces/Unit)	3.21	

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2) Site Plan Showing Proposed Improvements
A concept site plan is included in Exhibits B & C of this booklet.

3) Buffer Areas
There is one streamside buffer area located in the northwest corner of the development, where the Clabber Creek floodplain crosses the corner of the property.

4) Tree Preservation Areas
Tree preservation on site will be located along the existing utility easement that runs north/south across the property. Additionally, select trees can be preserved within each of the proposed stormwater management areas. Tree preservation requirements within the PZD will adhere to the 25% minimum canopy requirement as codified in the UDC Chapter 167. Tree preservation areas and the amount of canopy to be preserved will be noted on the development plans. Should the existing canopy on-site be less than this requirement, then this percentage will be either preserved or mitigated for, in accordance with UDC Chapter 167. Preliminary calculations show that 10.4% of the site has existing canopy. Existing Trees within Planning Area 1 will be removed and mitigated. Tree preservation will be a priority in Planning Area 2, with common spaces and drainage designed around preservation, pending any potential grading and earthwork constraints. Additionally, the existing Underwood ownership has given permission for mitigation trees to be planted offsite on their adjacent property to the north and east. This area has been dedicated as land for Underwood Park. The applicant will seek direction and approval from the City regarding the potential planting of any mitigation trees within this Underwood Park area.

5) Stormwater Detention Areas & Drainage
Stormwater facilities will likely include multiple detention ponds to be provided within the development, located on the downhill side along the northern property line and located in the centralized open spaces. Also, there are three adjacent existing wet detention ponds. The Underwoods ownership has granted permission for the proposed development to utilize these adjacent ponds for detention storage volume. The drainage report provided with future LSD submittal will further detail the proposed system and how it will convey stormwater. The report will also include the water quality features such as but not limited to: pervious pavers, bioswales, bioretention forebays, infiltration trenches, hydrodynamic separators, etc.

6) Undisturbed Natural Areas
The northwest corner of the site contains a riparian tree grove that will be preserved. Additionally, there is a dense tree grove in the center of the 16.1-acre commercial PZD property. Next Chapter Neighborhoods feels strongly that this grove should be preserved as much as possible, through open space in Planning Area 2.

7a) Existing & Proposed Utility Connections & Extensions (Sanitary Sewer)
Next Chapter Holdings, LLC, or a subsidiary of, will pay for the full cost to install the proposed public sanitary sewer main. The sewer main and all sewer services will be built to meet the City's Water and Sewer Standard Specifications, 2022 edition, as well as the latest version of the sanitary sewer details at the time of LSD permitting. The development's sanitary sewer main will drain from the east to west connecting to the existing 10" PVC sewer main that flows north out of the site at the intersection of 54th Street and Wedington. This existing main increases to 12" as it crosses Clabber Creek, then immediately ties into an existing 48" FRP sewer main. The City has indicated there is adequate capacity in the existing system, pending the submission of an on-site sewer capacity study.

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7b) Existing & Proposed Utility Connections & Extensions (Water)

Next Chapter Holdings, LLC, or a subsidiary of, will pay for the full cost to install the proposed public water main. The water main and all water services will be built to meet the City's Water and Sewer Standard Specifications, 2022 edition, as well as the latest version of the water details at the time of LSD permitting. The development's water main will be connected to the existing 8" main that runs north/south through the site and will also be connected to two existing fire hydrants. One of those hydrants is on the south side of the property at the N Raven Ln existing stub-out. The other hydrant is located on N Deane Solomon Rd, whose connection will require right-of-way dedication through adjacent properties. The City has indicated there is adequate pressure in the existing system, pending the submission of an on-site water distribution system study.

8) Development & Architectural Design Standards

Base architectural design standards for the homes will be similar in nature and character to those unit types attached in Exhibit D. These unit types highlight potential options for a medium density configuration, while also conveying materials and prominent features of potential housing within any future development. The developer may build different house plans if they generally conform to the material and roof form of the included drawings. The developer may elect to vary house exterior color. The unit designs do generally conform to the architectural design standards from UDC 166.23(D) but will have some slight variations. That is why we have included the homes in Exhibit D, for clarity and ease of reference.

E) Proposed Planning Areas:

Proposed planning areas for this development will include:

Planning Area 1 (Single Family Detached Homes) – This area will encompass any residential units, private streets, , parking pods, and uses where single family structures are proposed. This area will have a "build-to-zone", where the principal façade of the residential units shall be within 10-25ft of the outside edge of sidewalk for the units that are fronting streets.

Planning Area 2 (Non-Residential Uses) – This area will encompass all the detention, drainage features, natural green space areas, and the recreational & amenity features. The zoning district is designed to permit and encourage the minimum amount of development, protect natural features, and encompass all common and recreational areas for the development. Open space will be accessible for residents to use through a sidewalk network via the master street plan, such that residents can use common open space for outdoor and recreational uses.

F) Proposed Zoning Standards:

Planning Area 1 - Residential Zoning District:

(a) Permitted Use Units:
Unit 1: City-wide uses by right
Unit 8: Single-family dwellings
Unit 9: Two-Family Dwellings
Unit 10: Three (3) and Four (4) family dwellings
Unit 41: Accessory Dwelling Units
Unit 44: Cluster Housing Development
Unit 46: Short-term rentals (Type-1 Only)

b) Conditional Use Units:
Unit 2: City-wide uses by conditional use permit
Unit 3: Public protection and utility facilities
Unit 4: Cultural and recreational facilities

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Unit 26: Multi-family dwellings
Unit 46: Short-term rentals (Type-2 Only)

d) Residential Density and/or Nonresidential Intensity: 6 units/acre Maximum

Bulk and area regulations:
d) Lot width minimum: No Minimum
e) Lot area minimum: No Minimum
h) Height regulations: 2 stories
i) Building area: less than 35% of total property area (total = 49.2-ac). Minimum buildable private street frontage: 33% of envelope width (for only those units fronting Private Streets).

Site Planning:
j) Landscaping: Landscaping shall generally conform to Chapter 177 of the Unified Development Code.
k) Parking: Parking shall be associated with proposed use and will conform to Chapter 172 in the UDC. Guest and overflow parking spaces will be available throughout the development in parking pods and street-adjacent row parking, as shown in Exhibits B & C. It should be noted that on-street parallel parking will not be allowed. Parking pods of 5 spaces or greater will conform to UDC 177.04 Site Development and Parking Lot Landscape Standards. Resident parking spaces are provided for each unit in the form of garage and driveway spaces.
l) Architectural Design Standards: Base architectural design standards for homes are included in Exhibit D. Single-family homes shall be generally similar in nature and character to these plans and images as shown in Exhibit D.
m) Signage: Non-commercial signage shall be allowed under Chapter 174 of the UDC. No internally illuminated signs are allowed. However, monument signs at each entrance to the development will conform to the majority of the requirements in UDC 174.10(B). Each sign will be maximum 45 ft^2. Each sign will not be internally illuminated; however, external illumination with decorative or landscape lighting may be used.

Planning Area 2 – Non-residential Zoning District:
(a) Permitted Use Units:
Unit 1: City-wide uses by right
Unit 4: Cultural and recreational facilities

b) Conditional Use Units:
Unit 2: City-wide uses by conditional use permit
Unit 3: Public protection and utility facilities

c) Residential Density and/or Nonresidential Intensity: 0 units/acre Maximum

Bulk and area regulations:
d) Lot width minimum: None
e) Lot area minimum: None
h) Height regulations: 2 story maximum
i) Building area: None

Site Planning:
j) Landscaping: Landscaping shall generally conform with UDC Chapter 177.

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k) Parking: No parking is proposed in Planning Area 2, because all site parking is already provided in Planning Area 1.
l) Architectural Design Standards: Architectural design standards shall mimic building and development requirements within UDC for the amenity buildings.
m) Signage: Subdivision Entrance Signage is allowed within this Planning Area but shall be applied by separate permit. No other signs shall be allowed, except as approved by the Property Owner.

*By right, common mailbox units shall be allowed within Planning Area 2.

**Accessory uses shall mimic UDC 164.02, Accessory Structures and Uses.

G) Zoning Charts:

Planning Area 1 (Residential Zoning District):

Below is a chart comparing Planning Area 1 (Residential Zoning District) within this PZD versus City of Fayetteville current RSF-4 & Underwood Commercial PZD of the property:

Regulation	**EXISTING RSF-4**	**EXISTING Underwood Commercial PZD Planning Area 1**	**Proposed PZD Planning Area 1**
Permitted Uses	Units 1, 8, 41, 46	Units 1, 5, 8, 9, 12b, 13, 15, 25, 40, 41, 42, 44, 45	Units 1, 8, 9, 10, 41, 44, 46 (Type-1)
Conditional Uses	Units 2, 3, 4, 5, 9, 12a, 24, 36, 44	Units 2, 3, 4, 10, 11, 24, 26, 36	Units 2, 3, 4, 26, 46 (Type-2)
Front Setback	15'	15'	30’
Side Setback adjacent to Single & Two Family	5'	5'	30'
Side Setback Other Uses	5'	5'	30'
Rear Setback adjacent to Single Family	15'	15'	30'
Rear Setback Other Uses	15'	15'	30'
Density	4 units/acre	24 units/acre	6 units/acre
Min. Lot Width	70'	None	N/A
Min. Lot Area	8000 SF for Single-family dwellings, and 12,000 SF for Two (2) Family dwellings	6000 SF for Single-family, 6500 SF for Two (2) Family, 8000 SF for Three (3) or more family	N/A
Maximum Building Height	3 stories	5 stories	2 stories
Building Area	On any lot the area occupied by all buildings shall not exceed 40% of the total area of such lot. Accessory ground mounted solar energy systems shall not be considered buildings.	On any lot the area occupied by all buildings shall not exceed 60% of the total area of such lot. Accessory ground mounted solar energy systems shall not be considered buildings.	On the entire 49.2-acre subject property, the area occupied by all buildings shall not exceed 35% of the total 49.2-acre subject property area.
Parking Provided (Spaces per dwelling unit)	2	UDC Ch. 172 Parking & Loading	3.21
Tree Preservation Min. Canopy Preservation	25%	20%	25%

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*All setbacks are from the perimeter property line of the entire 49.2-acre site. There are no internal property lines to measure unit setbacks from. A 30’ building setback around the entire perimeter of the property is included.

Because there are no internal property lines to measure internal setbacks from and to provide clarity in comparison of, please see the additional table below which compares the physical unit separations to the existing zoning’s setbacks. Also, the proposed residential envelope’s minimum width & area are compared to the existing zoning’s minimum lot width & area. The applicant understands the nature of the internal design and layout of the development may be confusing – as there are no internal property lines to measure technical setbacks from – therefore the following additional table has been provided in hopes of clarifying the proposed internal building and unit spacing. These additional comparisons are intended to remove any doubt and show how the site’s internal layout will be regulated through the proposed PZD.

	Existing Comparable Internal Setback, Lot Area, or Lot Width		
Internal Unit Spacing/Size Regulation	Existing RSF-4	Existing Underwood Commercial PZD Planning Area 1	Proposed PZD Planning Area 1
Min. Front Separation	15'	15'	19' (to outside edge of sidewalk)
Min. Side Separation	5' setback (10’ between buildings)	5' setback (10’ between buildings)	5' setback (10’ between buildings)
Min. Rear Separation	15'	15'	10'
Min. Residential Envelope Width	70'	None	30' (to allow for Hamilton & Jennings units)
Min. Residential Envelope Area	8000 SF for Single-family dwellings, and 12,000 SF for Two (2) Family dwellings	6000 SF for Single-family, 6500 SF for Two (2) Family, 8000 SF for Three (3) or more family	1410 SF (to allow for most narrow envelope width (Hamilton & Jennings, 30') by shortest envelope depth, Maple (47’)

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Planning Area 2 (Non-residential Zoning District):

Below is a chart comparing Planning Area 2 (Non-residential Zoning District) within this PZD versus City of Fayetteville RSF-4 & Underwood Commercial PZD of the property:

Regulation	**RSF-4**	**Underwood Commercial PZD Planning Area 1**	**Proposed PZD Planning Area 2**
Permitted Uses	Units 1, 8, 41, 46	Units 1, 5, 8, 9, 12b, 13, 15, 25, 40, 41, 42, 44, 45	Units 1, 4
Conditional Uses	Units 2, 3, 4, 5, 9, 12a, 24, 36, 44	Units 2, 3, 4, 10, 11, 24, 26, 36	Units 2, 3
Front Setback	15'	15'	30'
Side Setback adjacent to Single & Two Family	5'	5'	30’
Side Setback Other Uses	5'	5'	30’
Rear Setback adjacent to Single Family	15'	15'	30’
Rear Setback Other Uses	15'	15'	30’
Density	4 units/acre	24 units/acre	0 units/acre
Min. Lot Width	70'	None	None
Min. Lot Area	8000 ft^2 for Single-family dwellings, and 12,000 ft^2 for Two (2) Family dwellings	6000 ft^2 for Single-family, 6500 ft^2 for Two (2) Family, 8000 ft^2 for Three (3) or more family	None
Maximum Building Height	3 stories	5 stories	2 stories
Building Area	On any lot the area occupied by all buildings shall not exceed 40% of the total area of such lot. Accessory ground mounted solar energy systems shall not be considered buildings.	On any lot the area occupied by all buildings shall not exceed 60% of the total area of such lot. Accessory ground mounted solar energy systems shall not be considered buildings.	None

**By right, common mailbox units shall be allowed within Planning Area 2.

***Accessory uses shall mimic UDC 164.02, Accessory Structures and Uses.

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H) Analysis of Site Characteristics:
The 49.2-acre site is primarily grass with dense tree canopy in three areas: west side, south property line, and center/north area of the site. The eastern parcel of the site was previously apart of the old Razorback Golf Course. The western parcel of the site was previously used for hay harvesting. This site is generally sloped from south to north with ~5% slope along the southern boundary and ~1-2% slope in the center and north areas of the site as you approach Clabber Creek.

There are three point discharge locations where offsite stormwater flows onto the site, and travels through the site in a channelized condition. Each of these locations will be captured and conveyed to the proposed detention areas. Additionally, the Underwoods ownership has granted permission for the proposed development to use the existing wet ponds, adjacent to the north and east, for detention volume, if needed.

A flood study (No Adverse Impact Letter & Analysis) and wetland delineation study will provided upon first LSD submittal, as required by the City of Fayetteville engineering department. City GIS mapping shows most of the site contains hydric soils. The Master Plan in Exhibit C shows preservation of potential WOTUS wetland and channel areas, and the maximum disturbance to the WOTUS will be less than 0.5-acres to stay within USACE Nationwide Permitting requirements and therefore not trigger a USACE Individual Permit. The 100-yr floodplain crosses the northwest corner of the site. There are no known manmade hazards.

I) Recreational Facilities:
The future development of this property will have open space pockets that are a central design feature. The open spaces will have pedestrian access from all directions with an inner sidewalk and/or soft surface trail. The recreational facilities within these open spaces includes the following but is not limited to: dog park, community garden, internet café, business center, fitness center, pool, and pickleball courts. A walking trail network throughout the internal greenspace will be provided, and the network will connect pedestrian access to the adjacent Underwood Park at multiple locations along the subject property boundary. See Overall Site Plan included in Exhibit C, which shows an aerial view of the site and the adjacent trail system for Underwood Park and Clabber Creek multi-use trail.

J) Reason for Rezone Request:
The portion of the subject property currently zoned RSF-4 allows for 1-4 single family dwellings with a density of up to 4 units per acre and minimum lot width of 70’. The portion of the subject property currently zoned Commercial PZD, per the Underwood Development PZD approved booklet, allows 24 units per acre, per Ordinance 6334.
Due to the developer’s desire to create a more compact, walkable, open-space driven design, the developer is requesting a PZD that allows for unique character of the proposed development. It should be noted that the density being requested of 6 units/acre over the entire property in question will result in the reduction of 223 total units across the existing two properties (see section K, below). The concept site plan, as shown in Exhibits B & C of this booklet, is based on 32’ wide envelopes, but allows the developer to create bigger or smaller envelopes, depending on their preference at the time of development. However, the minimum spacing between single family structures shall always remain at 10’ minimum. A Planned Zoning District (PZD) was the method chosen to do this for one reason.

1. Other base zoning classifications could’ve been requested, but due to the unique character & nature of the development, it would result in assortment of variances and deviations. This is why the developer has proposed a Planned Zoning District which allows for single family detached rental units with a zoning density of no more than 6 units per acre. Other zoning

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districts (Multi-Family, Community Services, Residential Intermediate-Urban, etc) could allow for a similar flexibility to what is being proposed here, but not without it seeming like the developer was building multi-family apartments or an overly dense development. This is not their desire nor how they wish for the public, Commission, or Council to see this request as. It is their intent to build smaller single family detached rental units with a zoning density of no more than 6 units per acre.

K) Relation to Existing and Surrounding Properties:
Crystal Springs subdivision to the south is zoned RSF-4, allowing 4 units/acre. The Underwood Commercial PZD to the east allows 24 units/acre. The undeveloped parcel to the west is zoned RSF-1, allowing 1 unit/acre. The subdivisions surrounding Holcomb Elementary to the north are a mix of RSF-4 and RSF-8, allowing at most 8 units/acre. This development, being medium density residential at 6 units/acre, will serve as a transitional use between surrounding neighborhoods while still conforming to the general residential uses within the area. The existing RS-4 zoning on the 33.1 acre parcel currently allows for 132 units to be developed. The existing PZD zoning on the 16.1 acre parcel currently allows for 386 units to be developed. The total number of units allowed by-right as an aggregate on both of the existing parcels is 518 units. The Next Chapter Development proposal would reduce the total allowed unit count to 295 units – or a reduction of 223 units.

This development will have street connections to the south on N Carnelian Ln & N Raven Ln, which are existing stub outs for the Crystal Springs subdivision. This development will also connect to N Deane Solomon Rd to the east via right-of-way dedication through adjacent properties. Traffic within this development will have egress/ingress from N Carnelian Ln, N Raven Ln, & N Deane Solomon Rd.
All signage shall mimic UDC Chapter 174. At least 2 monument signs will be constructed for the neighborhood entrances. Non-commercial signage shall be allowed under Chapter 174 of the UDC. No illuminated signs are allowed. The maximum surface area for each monument sign shall not exceed 45 square feet, see Exhibit E for an example monument sign of this display size.

L) Compliance with Fayetteville's Comprehensive Land Use Plan.
Fayetteville's Future Land Use Plan calls this area to be Residential Neighborhood, which offers a wide variety of housing types, with highly connected, compact blocks with gridded street patterns. This Planned Zoning District is in compliance with that, as it allows a wide variety of single-family housing units with no minimum lot width or size. Two to four family dwellings are also allowed with this Planned Zoning District. This development is connected to the existing subdivision to the south and to the future mixed-use development to the east for the Underwood Commercial PZD, as well as internally, with the open space being a central focal point.

Below are the six 2040 City Plan goals and how this development aligns with them:

<u>Goal 1: We will make appropriate infill and revitalization our highest priority.</u>
This site is an infill project, between two existing residential developments. This project connects vehicles and pedestrians throughout this area in a logical and concise manner. Single-family residential use on this site compliments the context and character of the existing neighborhood to the south of the site, while obtaining the density needed to promote affordable housing in the region.

<u>Goal 2: We will discourage suburban sprawl.</u>
This development would not be considered suburban sprawl having high and medium density neighborhoods surrounding it. This development connects the two existing developments, extends

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vehicular and pedestrian access through this site and surrounding sites to local parks and amenities (i.e. Underwood Park, Gary Hampton Softball Complex, Wilson Springs Preserve, Holcomb Elementary). This Planned Zoning District has a density that is less than the future Commercial PZD 24 units/acre density, while also being a concise development which minimizes public street construction and centers on an internal open space for residents to enjoy.

Goal 3: We will make traditional town form the standard.
This development meets this goal by being a compact and dense subdivision thus being able to preserve open space and trees, having interconnected streets and sidewalks, and minimizing the unit's front façade separation from the sidewalk, while still providing one parking stall in each driveway. This will keep the units close to the street to mimic traditional town form.

Goal 4: We will grow a livable transportation network.
This development will promote walkability and bicycling by having interconnected tree-lined streets, and sidewalks. Fayetteville's Clabber Creek trail is adjacent to this development, just north of Clabber Creek. The existing Underwood Park is directly adjacent to the northeast. Residents of this development will be able to access the Underwood Park trail system at multiple locations around the eastern, northern, and southern perimeters of the site. The students and faculty of Holcomb Elementary and any citizen who uses the Gary Hampton Softball complex for sports can use the Clabber Creek multi-use trail and/or public sidewalk network to access their home in this proposed development. If public transportation decides to extend west, this development will provide connection with surrounding neighborhoods thus making bus stops more accessible.

The City Plan 2040 clearly states a plan to create compact, complete, and connected development. These privately owned & maintained streets with public access easements dedicated over them will meet that plan for the following reasons:

1. Streets will provide legally established public access through the site from southern adjacent parcel to eastern adjacent parcel.
2. Pedestrians will have multiple direct access points to the adjacent Underwood Park trail system.
3. Pedestrians have less than 0.20 miles access from site to the Clabber Creek multi-use paved trail to the north.

Goal 5: We will assemble an enduring green network.
This development will meet this goal by preserving trees and open space. Streamside protection measures will be along Clabber Creek at the northwestern corner of the property. Additionally, the proposed development will consist of tree-lined streets, interconnected sidewalks, and will connect to the Clabber Creek multi-use trail and Wilson Springs Preserve, which are both adjacent to the development.

Goal 6: We will create opportunities for attainable housing:
This goal will be met the developer providing a mixture of housing sizes and unit types. This mixture will allow some of the homes to be more affordable than the average single-family dwelling. Additionally, the homes will be rental units and therefore more financially attainable than the average single family private lot.

M) Traffic Study
A Traffic Impact Analysis study has been prepared for the site, dated June 2025. The study was prepared by Traffic Engineering Consultants, Inc., which concluded that "*no traffic control or geometric roadway*

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improvements are necessary as a result of the proposed site traffic to continue operating at acceptable levels-of-service both now and in the future".

N) Impact of City Services

An 8" proposed water main will be extended throughout the site to serve all residential units, and will connect to the existing 8" water main. An 8" gravity sanitary sewer main will be extended throughout the site to serve all residential units. The internal gravity main network will drain into the existing 10" PVC sewer main, which increases to 12" as it flows north and crosses Clabber Creek. Initial discussions with city staff stated sanitary sewer capacity, water pressures and flows should not be a concern, as long as on-site water pressure and sanitary sewer capacity studies are provided at the time of LSD submittal.

Emergency services, police and fire, will be able to serve houses by the streets throughout the development. The proposed site's access separation distance, per 2021 Arkansas Fire Code, Appendix D, Section D104.3, is at least half the longest diagonal distance of the site. The longest diagonal distance, from NE corner to SW corner of the site, is approximately 2,500 feet (thus required minimum separation distance is 1,250 feet). The two proposed N. Raven Ln access points on site are separated by approximately 1,682 feet. At the time of LSD submittal, the site's phasing plan will make sure to include both N. Raven Lane access points within Phase 1, to ensure the minimum separation distance is met.

Fire hydrants will be installed strategically throughout the development and the streets will have 26' width required for a fire truck, or a bump-out fire apparatus access pad at each hydrant location if the street is less than 26' wide from face of curb to face of curb. As drawn in Exhibit C, the width of the roads is 27' FC to FC and 28' BOC to BOC. The City's commercial trash & recycling truck program will pick up the waste weekly from each unit.

O) Conceptual Description of Development Standards

The proposed PZD will set forth development standards and conditions aimed at encouraging harmonious development, ensuring continuity in development, enhancing the appeal and practicality of the area as a residential space, overall, elevating the community.

1) Screening and Landscaping:

Landscaping for this development will generally conform with UDC Chapter 177. Residential units shall have a consistent foundation and high-quality design at the front of the house and throughout the development. Native material and high-quality design are encouraged for new construction of homes. A basic landscape plan will be submitted with building elevations and floor plans. There will be no vegetative screening between the units; however, the entire perimeter of the site will have a landscaped screening buffer within the 30' building setback.

2) Traffic and Circulation:

This development will provide connectivity for surrounding neighborhoods and create another route of egress/ingress thus alleviating traffic congestion within existing subdivisions. The internal streets will be privately owned & maintained with public access easements dedicated over them. The private streets require an amendment to the Master Street Plan, to be submitted concurrently with this PZD. However, right-of-way will be dedicated for the portion of N Raven Ln that crosses adjacent properties to the northeast, connecting to N Deane Solomon Rd.

3) Parking Standards:

Parking standards will meet City of Fayetteville Minimum Street Standards where on-street parking and parking spaces are to be proposed. Parking will be available in garages and driveways at each residence

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as well as on-street and within parking pods, where allowed by this planned zoning district and the master street plan. See the parking count and breakdown by unit type, in Exhibits B & C. There are approximately 3.21 parking spaces per unit.

4) Perimeter Treatment:
This development is compatible with adjacent developments and proposes to meet the future land use map. The perimeter treatment will be a 30' building setback.

5) Sidewalks:
Sidewalks will be provided throughout the development and along Residential Link Private Streets. These will connect to the adjacent Underwood Park walking trails and the internal greenspace trails.

6) Streetlights:
Streetlights shall be of a uniform type throughout the development. All streetlights shall be full cut-off fixtures and a lighting system shall appropriately light all public areas. All streetlights shall be per Ozark Electric cooperative and meet UDC code 166.04(B)(3)(g).

7) Water:
Water mains and services shall be provided for each dwelling and residence. Water mains shall be per Fayetteville 2022 Water and Sewer Specifications, utilizing an 8" AWWA C900 PVC, DR14 material. Water services shall follow these same specifications for meters and service lines.

8) Sewer:
Sewer services shall be provided for all dwellings and buildings. Sewer mains shall be per Fayetteville 2022 Water and Sewer Specifications, utilizing an 8" PVC SDR 26. Sewer services shall follow these same specifications for any meters and service lines.

9) Street and Drainage:
The technical design and physical construction of the streets will generally conform to the City Minimum Street Standards, 2020 edition. The streets will be privately owned & maintained with public access easements dedicated over them. Please see Exhibit C for the proposed modified residential link typical section. Street design shall be reviewed by the Engineering department of the City of Fayetteville. Drainage and storm design will be provided with a drainage report at time of LSD submittal. This report will comply with all minimum standards 1-4 of the City's Drainage Criteria Manual. Detention volume will be located on-site, as well as within existing adjacent wet ponds. Water quality features such as bioretention cells, bioswales, and pervious pavers will filter and treat the stormwater before entering the detention system. Drainage and storm design will be reviewed by the Engineering Department of the City of Fayetteville.

10) Construction of Nonresidential Facilities:
Non-residential facilities are not proposed within this development apart from the leasing office building and park bathroom located in the Planning Area 2 open space.

11) Tree Preservation:
Tree preservation plans and landscape plans will be required and submitted once development begins on a Large Scale Development application and development plan is submitted. The intent is to preserve as many trees as possible in Planning Area 2. Planning Area 1 will have no preservation. Mitigation will be shown in Planning Area 2. Per UDC 167, the existing canopy percentage will be preserved as much as possible, and the remaining percentage will be mitigated for on and/or off-site.

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12) Architectural design standards:
Architectural design standards have been attached to this application as Exhibit D. Residential buildings must be consistent with the style and look of examples set in Exhibit D. Houses may be larger or smaller, but will have the same general look as attached in Exhibit D. The units are designed to meet the majority of the Architectural Design Standards from UDC 166.23 (D).

13) Lot Design Standards:
For all units, the façade facing the street has clearly defined front door and windows. For facades that front more than one street, only one façade is required to have a front door and window. The garage opening widths are less than 50% of the principal façade length, unless the house has a second story with windows facing the street (i.e. Hamilton, Jennings unit types).

13) Propose signage:
The developer intends to build one monument sign at each of the entrances to the neighborhood. This is allowable by right in Planning Area 2, as is the common mailbox unit. Each sign will be maximum 45 ft^2. Each sign will not be internally illuminated; however, external illumination with decorative or landscape lighting may be used. Each monument sign will generally conform to UDC 174.10(B).

14) View Protection:
View protection shall be considered if any proposed work is to occur outside the scope of the proposed PZD and its master plan.

15) Covenants, trust, and homeowner association:
There will be no homeowner's or property owner's association with this development. The property will be owned, maintained, and managed by one entity, Next Chapter Holdings, LLC, or a subsidiary of. A full time maintenance & leasing staff will be present on the property.

P) PZD Intent/Purpose
The intent of this Proposed PZD is to create and expand the City Residential Neighborhood Area as outlined in the City of Fayetteville's 2040 Land Use Plan. The proposed PZD wishes to expand the existing infrastructure, while creating a livable, harmonious, and vibrant community compatible to surrounding uses.

Q) Legal Description
Planning Area 1 & 2:
LOT 4, AS PER PLAT RECORD 024A-00000298 IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS, BEING PART OF THE SE 1/4 OF THE NE 1/4 AND THE N 1/2 OF THE SE 1/4 OF SECTION 32, TOWNSHIP 17 NORTH, RANGE 30 WEST, WASHINGTON COUNTY ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SE 1/4 OF THE SE 1/4 OF SAID SECTION 32;
THENCE N87°16'59"W 782.21 FEET;
THENCE N02°38'01"E 1483.34 FEET TO THE POINT OF BEGINNING, SAID POINT BEING THE SOUTHWEST CORNER OF SAID LOT 4;
THENCE ALONG THE WEST LINE THEREOF THE FOLLOWING FOUR COURSES:
THENCE N02°38'01"E 76.97 FEET;
THENCE N12°18'05"W 449.85 FEET;
THENCE N87°14'42"W 556.89 FEET;
THENCE N02°45'14"E 527.06 FEET TO THE NORTHWEST CORNER OF SAID LOT 4;

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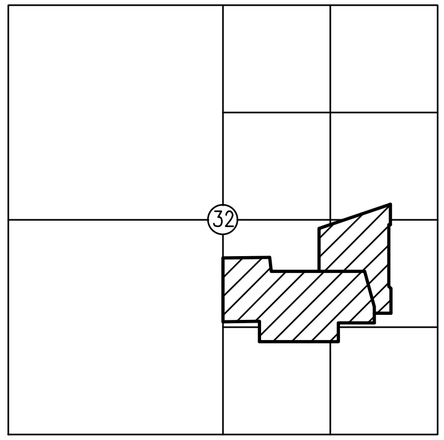
THENCE ALONG THE NORTH LINE THEREOF N74°18'30"E 920.33 FEET TO THE NORTHEAST CORNER OF SAID LOT 4;
THENCE ALONG THE EAST LINE THEREOF THE FOLLOWING FIVE COURSES:
THENCE S02°36'38"W 245.00 FEET;
THENCE N87°23'22"W 25.00 FEET;
THENCE S02°36'38"W 758.10 FEET;
THENCE S42°23'22"E 35.36 FEET;
THENCE S02°36'38"W 301.04 FEET TO THE SOUTHEAST CORNER OF SAID LOT 4;
THENCE ALONG THE SOUTH LINE THEREOF N87°23'22"W 202.48 FEET TO THE POINT OF BEGINNING, CONTAINING 16.01 ACRES, MORE OR LESS AND SUBJECT TO ANY AND ALL EASEMENTS OF RECORD OR FACT.

ALSO

PART OF THE SE 1/4 OF SECTION 32, TOWNSHIP 17 NORTH, RANGE 30 WEST, WASHINGTON COUNTY ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SW 1/4 OF THE SE 1/4 OF SAID SECTION 32;
N02°23'27"E 1381.39 FEET TO THE POINT OF BEGINNING;
THENCE N02°23'27"E 777.29 FEET;
THENCE S87°48'23"E 576.12 FEET;
THENCE S03°18'06"E 169.29 FEET;
THENCE S87°14'42"E 1141.88 FEET;
THENCE S12°18'05"E 449.85 FEET;
THENCE S02°38'01"W 193.06 FEET;
THENCE N87°32'17"W 437.69 FEET;
THENCE S02°27'43"W 227.74 FEET;
THENCE N87°32'06"W 967.49 FEET;
THENCE N02°27'54"E 250.00 FEET;
THENCE N87°32'06"W 442.90 FEET TO THE POINT OF BEGINNING, CONTAINING 33.31 ACRES, MORE OR LESS AND SUBJECT TO ANY AND ALL EASEMENTS OF RECORD OR FACT.

EXHIBIT A
COVER SHEET/SURVEY



T-16-N R-30-W

DEED DESCRIPTION (DEED 2021-00013842):

PART OF THE NW 1/2 OF THE SE 1/4 OF SECTION 32, ALL IN TOWNSHIP 17 NORTH, RANGE 30 WEST, WASHINGTON COUNTY ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 32;
THENCE NORTH 87°16'59" WEST A DISTANCE OF 782.21 FEET TO THE EAST LINE OF CRYSTAL SPRINGS SUBDIVISION.
THENCE ALONG SAID NORTH LINE NORTH 02°38'01" EAST A DISTANCE OF 1,483.34 FEET TO THE POINT OF BEGINNING.
THENCE ALONG THE WEST LINE THEREOF THE FOLLOWING FOUR COURSES:
THENCE NORTH 2°38'01" EAST A DISTANCE OF 76.97 FEET;
THENCE NORTH 12°18'05" WEST A DISTANCE OF 449.85 FEET;
THENCE NORTH 87°14'42" WEST A DISTANCE OF 556.89 FEET;
THENCE NORTH 02°45'14" EAST A DISTANCE OF 527.06 FEET;
THENCE NORTH 74°18'30" EAST A DISTANCE OF 920.33 FEET;
THENCE SOUTH 2°36'38"WEST A DISTANCE OF 245.00 FEET;
THENCE NORTH 87°23'22"WEST A DISTANCE OF 25.00 FEET;
THENCE SOUTH 2°36'38"WEST A DISTANCE OF 758.10 FEET;
THENCE SOUTH 42°23'22"EAST A DISTANCE OF 35.36 FEET;
THENCE SOUTH 2°36'38"WEST A DISTANCE OF 301.04 FEET TO THE SOUTHEAST CORNER OF SAID LOT 4;
THENCE ALONG THE SOUTH LINE THEREOF NORTH 87°23'22" WEST A DISTANCE OF 202.48 FEET TO THE POINT OF BEGINNING, CONTAINING 16.01 ACRES, MORE OR LESS AND SUBJECT TO ANY EASEMENTS OF RECORD OR FACT.

DEED DESCRIPTION (DEED 2020-00021939):

PART OF THE SE 1/4 OF SECTION 32, TOWNSHIP 17 NORTH, RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 32;
THENCE N02°23'27"E 1381.39 FEET TO THE POINT OF BEGINNING;
THENCE N02°23'27"E A DISTANCE OF 777.29 FEET;
THENCE S87°48'23"E A DISTANCE OF 576.11 FEET;
THENCE S03°18'06"E A DISTANCE OF 169.29 FEET;
THENCE S87°14'42"E A DISTANCE OF 1141.88 FEET;
THENCE S12°18'05"E A DISTANCE OF 449.85 FEET;
THENCE S02°38'01"W A DISTANCE OF 193.06 FEET;
THENCE N87°32'17"W A DISTANCE OF 437.69 FEET;
THENCE S02°27'43"W 227.74 FEET;
THENCE N87°32'06"W A DISTANCE OF 967.49 FEET;
THENCE N02°27'54"E A DISTANCE OF 250.00 FEET;
THENCE N87°32'06"W A DISTANCE OF 442.90 FEET TO THE POINT OF BEGINNING, CONTAINING 33.31 ACRES, MORE OR LESS. SUBJECT TO ANY EASEMENTS OF RECORD OR FACT.

SURVEY DESCRIPTION:

LOT 4, AS PER PLAT RECORD 024A-00000298 IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS, BEING PART OF THE SE 1/4 OF THE NE 1/4 AND THE N 1/2 OF THE SE 1/4 OF SECTION 32, TOWNSHIP 17 NORTH, RANGE 30 WEST, WASHINGTON COUNTY ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SE 1/4 OF THE SE 1/4 OF SAID SECTION 32;
THENCE N87°16'59"W 782.21 FEET;
THENCE N02°38'01"E 1483.34 FEET TO THE POINT OF BEGINNING, SAID POINT BEING THE SOUTHWEST CORNER OF SAID LOT 4;
THENCE ALONG THE WEST LINE THEREOF THE FOLLOWING FOUR COURSES:
THENCE N02°38'01"E 76.97 FEET;
THENCE N12°18'05"W 449.85 FEET;
THENCE N87°14'42"W 556.89 FEET;
THENCE N02°45'14"E 527.06 FEET TO THE NORTHWEST CORNER OF SAID LOT 4;
THENCE ALONG THE NORTH LINE THEREOF N74°18'30"E 920.33 FEET TO THE NORTHEAST CORNER OF SAID LOT 4;
THENCE ALONG THE EAST LINE THEREOF THE FOLLOWING FIVE COURSES:
THENCE S02°36'38"W 245.00 FEET;
THENCE N87°23'22"W 25.00 FEET;
THENCE S02°36'38"W 758.10 FEET;
THENCE S42°23'22"E 35.36 FEET;
THENCE S02°36'38"W 301.04 FEET TO THE SOUTHEAST CORNER OF SAID LOT 4;
THENCE ALONG THE SOUTH LINE THEREOF N87°23'22"W 202.48 FEET TO THE POINT OF BEGINNING, CONTAINING 16.01 ACRES, MORE OR LESS AND SUBJECT TO ANY AND ALL EASEMENTS OF RECORD OR FACT.

ALSO

PART OF THE SE 1/4 OF SECTION 32, TOWNSHIP 17 NORTH, RANGE 30 WEST, WASHINGTON COUNTY ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SW 1/4 OF THE SE 1/4 OF SAID SECTION 32;
N02°23'27"E 1381.39 FEET TO THE POINT OF BEGINNING;
THENCE N02°23'27"E 777.29 FEET;
THENCE S87°48'23"E 576.12 FEET;
THENCE S03°18'06"E 169.29 FEET;
THENCE S87°14'42"E 1141.88 FEET;
THENCE S12°18'05"E 449.85 FEET;
THENCE S02°38'01"W 193.06 FEET;
THENCE N87°32'17"W 437.69 FEET;
THENCE S02°27'43"W 227.74 FEET;
THENCE N87°32'06"W 967.49 FEET;
THENCE N02°27'54"E 250.00 FEET;
THENCE N87°32'06"W 442.90 FEET TO THE POINT OF BEGINNING, CONTAINING 33.31 ACRES, MORE OR LESS AND SUBJECT TO ANY AND ALL EASEMENTS OF RECORD OR FACT.

NOTES:

THE SURVEY SHOWN HEREON IS AN EXPRESSION OF PROFESSIONAL OPINION REGARDING THE FACTS OF THIS SURVEY AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EXPRESSED OR IMPLIED.

THE PROPERTY SURVEYED IS WITHIN THE MUNICIPAL LIMITS OF FAYETTEVILLE, AR.

THE PROPERTY SURVEYED IS ZONED CPZD AND RSF-4. THE ZONING CLASSIFICATIONS SHOWN ON THIS PLAT WERE OBTAINED FROM THE CITY OF FAYETTEVILLE GIS SITE, AND REPRESENT THE ZONING CLASSIFICATION AT THE TIME OF THIS SURVEY.

THE BOUNDARY DETERMINATION SHOWN HEREON WAS BASED UPON THE FOLLOWING DOCUMENTS: DEED 2020-00021939, DEED 2021-00013842, PLAT 2016-00029554, PLAT 2019-00034850, PLAT 024A-00000298, PLAT 0024-00000426, PLAT 0024-00000510 AND PLAT 0024-00000517.

NO ATTEMPT WAS MADE TO SHOW BUILDING SETBACK LINES GRAPHICALLY ON THE SURVEY. THE DESIGNATION OR ORIENTATION OF SETBACKS THAT AFFECT THE USE OF THIS PROPERTY ARE DETERMINED BY THE LOCAL GOVERNING JURISDICTION. SETBACK DIMENSIONS WILL BE BASED ON THE ORIENTATION OF THE BUILDINGS TO BE CONSTRUCTED.

THERE MAY BE BUILDINGS AND OTHER IMPROVEMENTS ON THE PROPERTY THAT ARE NOT SHOWN ON THIS PLAT.

UTILITIES WERE NOT CONSIDERED A PART OF THIS SURVEY.

SUBSURFACE AND ENVIRONMENTAL CONDITIONS WERE NOT CONSIDERED A PART OF THIS SURVEY AND NO INVESTIGATION OF THESE CONDITIONS WAS MADE.

THE SURVEYOR HAS NOT MADE A SEPARATE INVESTIGATION OR SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, OR RESTRICTIVE COVENANTS OR ANY OTHER FACTS WHICH MIGHT AFFECT THE PROPERTY. ANY EASEMENTS SHOWN HEREON CAME TO THE ATTENTION OF THE SURVEYOR FROM EXAMINATION OF WACO TITLE COMPANY EASEMENT SEARCH FILE NO. 2504136-102, DATED APRIL 17, 2025.

PAT OF THIS PROPERTY IS IN FLOOD ZONE "AE", AND IS INSIDE THE 100-YEAR FLOOD PLAIN AS SHOWN ON THE NATIONAL FLOOD INSURANCE PROGRAM'S FIRM PANEL NUMBER 05143C0205F, REVISED DATE JANUARY 25, 2024.
THE ABOVE STATEMENT IS FOR INFORMATION ONLY AND THIS SURVEYOR ASSUMES NO LIABILITY FOR THE CORRECTNESS OF THE CITED MAP. IN ADDITION, NO INDEPENDENT STUDY OF THE LIKELIHOOD OF FLOODING OF THE SURVEYED PROPERTY HAS BEEN DONE BY THE SURVEYOR AND NO OPINION OF FLOOD HAZARDS IS INCLUDED IN THIS SURVEY.

CERTIFICATE OF SURVEYING ACCURACY:

I HEREBY DECLARE THAT ON THE 17TH DAY OF JUNE, 2025 THE HEREON PLATTED AND DESCRIBED SURVEY WAS COMPLETED UNDER MY SUPERVISION AND THE IRON PINS WERE FOUND OR SET, AS SHOWN, TO THE BEST OF MY KNOWLEDGE AND BELIEF.

REGISTERED STATE OF ARKANSAS NO. 1460 SIGNATURE KEVIN J. MONTGOMERY PROFESSIONAL LAND SURVEYOR

CRAFTON, TULL, & ASSOCIATES, INC.
BY KEVIN J. MONTGOMERY (AGENT)

KEVIN J. MONTGOMERY PS 1460
PROFESSIONAL LAND SURVEYOR

ALL COPIES THAT DO NOT BEAR AN ORIGINAL SEAL AND SIGNATURE MAY HAVE BEEN ALTERED. THE ABOVE DECLARATION SHALL NOT APPLY TO ANY COPY THAT DOES NOT BEAR AN ORIGINAL SEAL AND SIGNATURE.

RECORD INFORMATION

STATE PLAT CODE:
500-17N-30W-0-32-102-72-1460

BOUNDARY SURVEY PLAT
PART NE 1/4 AND PART SE 1/4
SECTION 32
T-17-N R-30-W

PREPARED FOR:
NEXT CHAPTER HOLDINGS, LLC

FAYETTEVILLE ARKANSAS

DATE: 06/17/2025
PROJECT NO: 25301700
CONTACT: K MONTGOMERY

901 N. 47th St., Suite 400
Rogers, Arkansas 72756
Crafton Tull
479.636.4838 t
www.craftontull.com

CERTIFICATE OF AUTHORIZATION:
CERTIFICATE OF AUTHORITY NO. 1741 CRAFTON, TULL & ASSOCIATES, INC. No. 109 ARKANSAS ENGINEER

© 2025 Crafton, Tull & Associates, Inc.

DELTA	DESCRIPTION	DATE

SHEET NO.:
1 OF 2

DRAWING: G:\25301700_NEXTCHAPTER\INFRASTRUCTURE\SURVEY\DWG\25301700 BNDY.DWG
LAYOUT: LAYOUT1 , LAST SAVED: KM67A, 6/17/2025 2:37:39 PM
LAST PLOTTED BY: KEVIN MONTGOMERY, 6/17/2025 3:12:42 PM [PLOTTED BY: *VALID ON HARD COPY ONLY!]

LEGEND

- FOUND IRON PIN OR PIPE
- PROPERTY LINE
- EASEMENT LINE

GRAPHIC SCALE IN FEET
120' 0 120'

BASIS OF BEARING: GRID NORTH, ARKANSAS STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NAD 83 HORIZONTAL DATUM AND NGVD 29 VERTICAL DATUM DETERMINED BY GPS OBSERVATION ON THE CITY OF FAYETTEVILLE CONTROL MONUMENTS USING THEIR PUBLISHED VALUES.
BEARING: GRID
DISTANCE: GRID
CONVERGENCE ANGLE: -01°16'43.18"
COMBINED SCALE FACTOR: 0.99991525
VALUE CALCULATED AT THE FOLLOWING POINT:
N 648801.721 E 663175.113 Z 1264.203

CALBBER CREEK

1189

1190

PARCEL 765-16658-050
LOT 4
PR 024A-00000298
DR 2021-00013842
±16.01 ACRES

PARCEL 765-16658-050
DR 2020-00021939
±33.31 ACRES

N = 651064.73
E = 661457.69

P.O.B.
5/8" IRON PIN

S87°48'23"E 576.12'
5/8" IRON PIN

S3°18'06"E 169.29'
1/2" IRON PIN

S87°14'42"E 584.99'
5/8" IRON PIN

N2°45'14"E 527.06'
5/8" IRON PIN

N74°18'30"E 920.33'
5/8" IRON PIN

S2°36'38"W 245.00'
5/8" IRON PIN

L3
5/8" IRON PIN

S2°36'38"W 758.10'

N87°14'42"W 556.89'
1/2" IRON PIN

N2°18'05"W 449.85'
5/8" IRON PIN

L4
5/8" IRON PIN

S2°36'38"W 301.04'

L2
5/8" IRON PIN

P.O.B.

N87°23'22"W 202.48'
5/8" IRON PIN

L1
5/8" IRON PIN

N = 650186.41
E = 663270.67

N87°32'17"W 437.69'
5/8" IRON PIN

S2°27'43"W 227.74'
5/8" IRON PIN

N87°32'06"W 967.49'
5/8" IRON PIN

N2°27'54"E 250.00'
5/8" IRON PIN

N87°32'06"W 442.90'
5/8" IRON PIN

P.O.B.
5/8" IRON PIN

N2°23'27"E 1381.39'

N2°23'27"E 777.29'

20' WATER & SEWER EASEMENT
DOC 2022-00022348

ACCESS & MAINTENANCE EASEMENT & PERMANENT EASEMENT FOR DETENTION PONDS
DOC 2019-00038607

ACCESS & MAINTENANCE EASEMENT & PERMANENT EASEMENT FOR DETENTION PONDS
DOC 2019-00038607

N2°38'01"E 1367.25'

P.O.C.
SW CORNER
SE 1/4
SECTION 32
T-17-N R-3-W

P.O.C.
SE CORNER
SE 1/4
SECTION 32
T-17-N R-3-W

N87°16'59"W 782.21'

PARCEL LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N2° 38' 01"E	116.09'
L2	N2° 38' 01"E	76.97'
L3	N87° 23' 22"W	25.00'
L4	S42° 23' 22"E	35.36'

RECORD INFORMATION

STATE PLAT CODE:
500-17N-30W-0-32-102-72-1460

BOUNDARY SURVEY PLAT
PART NE 1/4 AND PART SE 1/4
SECTION 32
T-17-N R-30-W

PREPARED FOR:
NEXT CHAPTER HOLDINGS, LLC

FAYETTEVILLE ARKANSAS

DATE: 06/17/2025
PROJECT NO: 25301700
CONTACT: K MONTGOMERY

901 N. 47th St., Suite 400
Rogers, Arkansas 72756
Crafton Tull
479.636.4838 t
www.craftontull.com

CERTIFICATE OF AUTHORIZATION:
CERTIFICATE OF AUTHORIZATION
CRAFTON, TULL & ASSOCIATES, INC. No. 109
ARKANSAS ENGINEER

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DELTA	DESCRIPTION	DATE

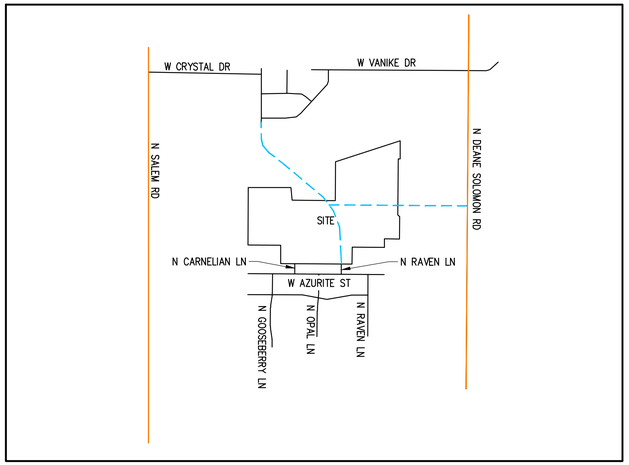
SHEET NO.:
2 OF 2

DRAWING G:\25301700_NEXTCHAPTER\INFRASTRUCTURE\SURVEY\DWG\25301700 BNDY.DWG
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LAST PLOTTED BY: KEVIN MONTGOMERY, 6/17/2025 3:12:51 PM, [PLOTTED BY:- VALID ON HARD COPY ONLY]

NEXT CHAPTER PZD

FAYETTEVILLE, ARKANSAS

PZD (# TO BE ASSIGNED)



VICINITY MAP (NTS)

BASIS OF BEARING: ARKANSAS STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NAD 83 HORIZONTAL DATUM AND NGVD 29 VERTICAL DATUM DETERMINED BY GPS OBSERVATION ON THE CITY OF FAYETTEVILLE CONTROL MONUMENTS USING THEIR PUBLISHED VALUES.

FREEWAY/EXPRESSWAY

REGIONAL LINK-HIGH ACTIVITY

REGIONAL LINK

NEIGHBORHOOD LINK

NEIGHBORHOOD LINK PLANNED

RESIDENTIAL LINK PLANNED

PROJECT INFORMATION

APPLICANT:	CRAFTON TULL CONNOR THREET P.E. 300 N. COLLEGE AVE., SUITE 317 FAYETTEVILLE, AR 72701 479-878-2467
OWNER PURSUING PZD:	NEXT CHAPTER HOLDINGS, LLC 2500 TRADE CENTER DR EVANS, GA 30809
EXISTING OWNERSHIP:	UNDERWOOD, CRAIG & LAURA REVOCABLE TRUST KTB LIMITED PARTNERSHIP
PLAT DOCUMENTS FOR EXISTING PARCELS:	PROPERTY LINE ADJUSTMENT PLAT 2019-00034850 PROPERTY LINE ADJUSTMENT PLAT 2016-00029554 TRACT SPLIT PLAT 024A-00000298 ACCESS, MAINTENANCE, & DETENTION PERMANENT EASEMENT PLAT DOC 2019-00038607

PROPERTY DESCRIPTION

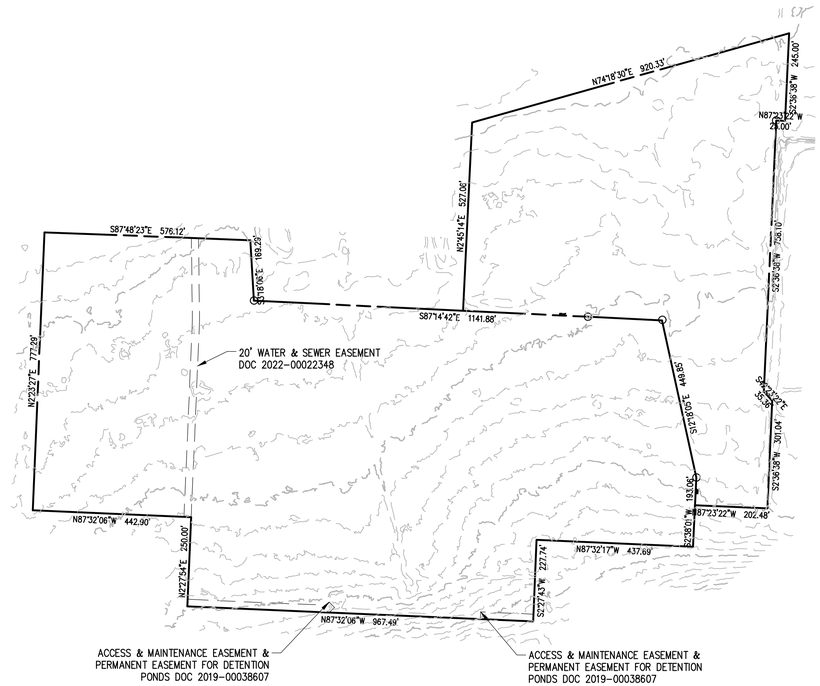
LOT 4, AS PER PLAT RECORD 024A-00000298 IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS, BEING PART OF THE SE 1/4 OF THE NE 1/4 AND THE N 1/2 OF THE SE 1/4 OF SECTION 32, TOWNSHIP 17 NORTH, RANGE 30 WEST, WASHINGTON COUNTY ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SE 1/4 OF THE SE 1/4 OF SAID SECTION 32;
THENCE N87°16'59"W 782.21 FEET;
THENCE N02°38'01"E 1483.34 FEET TO THE POINT OF BEGINNING, SAID POINT BEING THE SOUTHWEST CORNER OF SAID LOT 4;
THENCE ALONG THE WEST LINE THEREOF THE FOLLOWING FOUR COURSES:
THENCE N02°38'01"E 76.97 FEET;
THENCE N12°18'05"W 449.85 FEET;
THENCE N87°14'42"W 556.89 FEET;
THENCE N02°45'14"E 527.06 FEET TO THE NORTHWEST CORNER OF SAID LOT 4;
THENCE ALONG THE NORTH LINE THEREOF N74°18'30"E 920.33 FEET TO THE NORTHEAST CORNER OF SAID LOT 4;
THENCE ALONG THE EAST LINE THEREOF THE FOLLOWING FIVE COURSES:
THENCE S02°36'38"W 245.00 FEET;
THENCE N87°23'22"W 25.00 FEET;
THENCE S02°36'38"W 758.10 FEET;
THENCE S42°23'22"E 35.36 FEET;
THENCE S02°36'38"W 301.04 FEET TO THE SOUTHEAST CORNER OF SAID LOT 4;
THENCE ALONG THE SOUTH LINE THEREOF N87°23'22"W 202.48 FEET TO THE POINT OF BEGINNING, CONTAINING 16.01 ACRES, MORE OR LESS AND SUBJECT TO ANY AND ALL EASEMENTS OF RECORD OR FACT.

ALSO

PART OF THE SE 1/4 OF SECTION 32, TOWNSHIP 17 NORTH, RANGE 30 WEST, WASHINGTON COUNTY ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SW 1/4 OF THE SE 1/4 OF SAID SECTION 32;
N02°23'27"E 1381.39 FEET TO THE POINT OF BEGINNING;
THENCE N02°23'27"E 777.29 FEET;
THENCE S87°48'23"E 576.12 FEET;
THENCE S03°18'06"E 169.29 FEET;
THENCE S87°14'42"E 1141.88 FEET;
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THENCE N87°32'06"W 967.49 FEET;
THENCE N02°27'54"E 250.00 FEET;
THENCE N87°32'06"W 442.90 FEET TO THE POINT OF BEGINNING, CONTAINING 33.31 ACRES, MORE OR LESS AND SUBJECT TO ANY AND ALL EASEMENTS OF RECORD OR FACT.



Arkansas One Call

811

Know what's **below**.

Call before you dig.

FLOOD NOTE:

A PORTION OF THE PROPERTY IS IN FLOOD ZONE "AE", AND IS INSIDE THE 100-YEAR FLOOD PLAIN AS SHOWN ON THE NATIONAL FLOOD INSURANCE PROGRAM'S FIRM PANEL NUMBER 05143C0205G, EFFECTIVE DATE JANUARY 24, 2024.

THE ABOVE STATEMENT IS FOR INFORMATION ONLY AND THIS SURVEYOR ASSUMES NO LIABILITY FOR THE CORRECTNESS OF THE CITED MAP(S). IN ADDITION, NO INDEPENDENT STUDY OF THE LIKELIHOOD OF FLOODING OF THE SURVEYED PROPERTY HAS BEEN DONE BY THE SURVEYOR AND NO OPINION OF FLOOD HAZARDS IS INCLUDED IN THIS SURVEY. THE FLOOD HAZARD ZONE BOUNDARIES SHOWN HEREON WERE SCALED FROM THE MAPS CITED AND ARE NOT THE RESULT OF INDEPENDENT COMPUTATION OR ANALYSIS.

300 N College Ave., Suite 317
Fayetteville, Arkansas 72701
Crafton Tull
architecture | engineering | surveying
479.636.4838 t

CERTIFICATE OF AUTHORIZATION:

CERTIFICATE OF AUTHORIZATION
CRAFTON, TULL & ASSOCIATES, INC.
No. 109
ARKANSAS ENGINEER

GRAPHIC SCALE IN FEET
200' 0 200'

NEXT CHAPTER NEIGHBORHOOD AT UNDERWOOD PARK

FAYETTEVILLE, AR

Key Plan

No.	Description	Date

This document, and the ideas and designs incorporated herein, as an instrument of professional service, is the property of Crafton, Tull & Associates, Inc., and is not to be used, in whole or in part, for any other project, without the written authorization of Crafton, Tull & Associates, Inc.

PROJECT NO: 25301700
ISSUE DATE: 06/04/2025
CONTACT: C. THREET
QC by:
QC Date:

PRELIMINARY PLANS

THIS DOCUMENT IS PRELIMINARY IN NATURE AND IS NOT A FINAL, SIGNED AND SEALED DOCUMENT

NOT FOR CONSTRUCTION ... REVIEW SET ... NOT FOR CONSTRUCTION

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COVER SHEET/SURVEY

1 OF 1

DRAWING: \\EGNTSERVE_DRIVES\25301700_NEXTCHAPTER\INFRASTRUCTURE\CIVIL\DWG\25301700 SUB.DWG
LAYOUT: LAYOUT1 - LAST SAVED: 7/8/2025 8:37:17 AM BY: TYLER
PLOTTED: 7/8/2025 8:38:34 AM BY: TYLER PLOTTED BY: VALID ON HARD COPY ONLY

EXHIBIT B
ZONING & DEVELOPMENT STANDARDS BY PLANNING AREA

LAND USE DESIGNATION TABLE

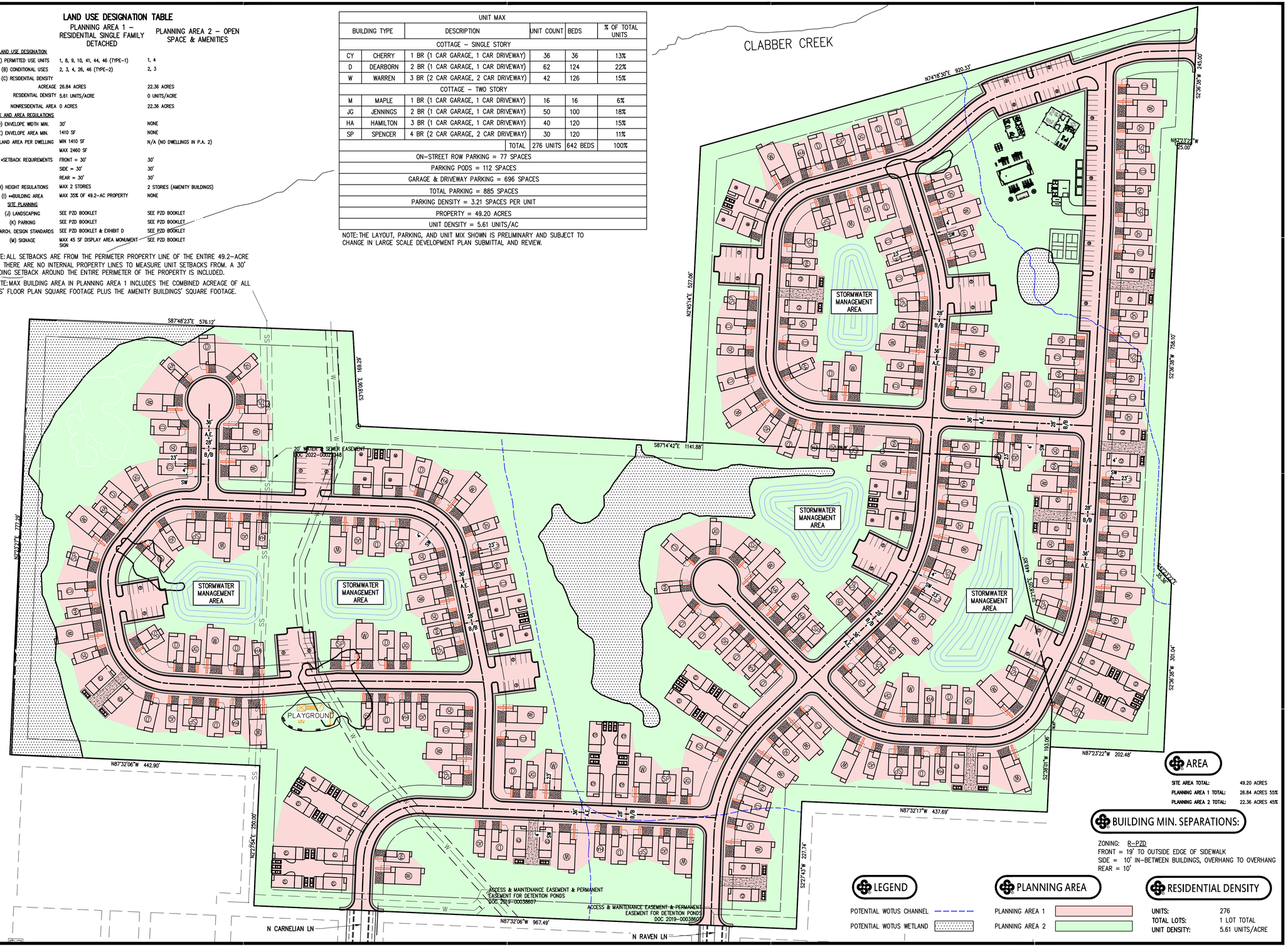
LAND USE DESIGNATION	PLANNING AREA 1 – RESIDENTIAL SINGLE FAMILY DETACHED	PLANNING AREA 2 – OPEN SPACE & AMENITIES
(A) PERMITTED USE UNITS	1, 8, 9, 10, 41, 44, 46 (TYPE-1)	1, 4
(B) CONDITIONAL USES	2, 3, 4, 26, 46 (TYPE-2)	2, 3
(C) RESIDENTIAL DENSITY		
ACREAGE	26.84 ACRES	22.36 ACRES
RESIDENTIAL DENSITY	5.61 UNITS/ACRE	0 UNITS/ACRE
NONRESIDENTIAL AREA	0 ACRES	22.36 ACRES
BULK AND AREA REGULATIONS		
(D) ENVELOPE WIDTH MIN.	30'	NONE
(E) ENVELOPE AREA MIN.	1410 SF	NONE
(F) LAND AREA PER DWELLING	MIN 1410 SF MAX 2460 SF	N/A (NO DWELLINGS IN P.A. 2)
(G) *SETBACK REQUIREMENTS	FRONT = 30' SIDE = 30' REAR = 30'	30' 30' 30'
(H) HEIGHT REGULATIONS	MAX 2 STORIES	2 STORIES (AMENITY BUILDINGS)
(I) **BUILDING AREA	MAX 35% OF 49.2-AC PROPERTY	NONE
SITE PLANNING		
(J) LANDSCAPING	SEE PZD BOOKLET	SEE PZD BOOKLET
(K) PARKING	SEE PZD BOOKLET	SEE PZD BOOKLET
(L) ARCH. DESIGN STANDARDS	SEE PZD BOOKLET & EXHIBIT D	SEE PZD BOOKLET
(M) SIGNAGE	MAX 45 SF DISPLAY AREA MONUMENT SIGN	SEE PZD BOOKLET

*NOTE: ALL SETBACKS ARE FROM THE PERIMETER PROPERTY LINE OF THE ENTIRE 49.2-ACRE SITE. THERE ARE NO INTERNAL PROPERTY LINES TO MEASURE UNIT SETBACKS FROM. A 30' BUILDING SETBACK AROUND THE ENTIRE PERIMETER OF THE PROPERTY IS INCLUDED.

**NOTE: MAX BUILDING AREA IN PLANNING AREA 1 INCLUDES THE COMBINED ACREAGE OF ALL UNITS' FLOOR PLAN SQUARE FOOTAGE PLUS THE AMENITY BUILDINGS' SQUARE FOOTAGE.

UNIT MAX					
BUILDING TYPE		DESCRIPTION	UNIT COUNT	BEDS	% OF TOTAL UNITS
COTTAGE – SINGLE STORY					
CY	CHERRY	1 BR (1 CAR GARAGE, 1 CAR DRIVEWAY)	36	36	13%
D	DEARBORN	2 BR (1 CAR GARAGE, 1 CAR DRIVEWAY)	62	124	22%
W	WARREN	3 BR (2 CAR GARAGE, 2 CAR DRIVEWAY)	42	126	15%
COTTAGE – TWO STORY					
M	MAPLE	1 BR (1 CAR GARAGE, 1 CAR DRIVEWAY)	16	16	6%
JG	JENNINGS	2 BR (1 CAR GARAGE, 1 CAR DRIVEWAY)	50	100	18%
HA	HAMILTON	3 BR (1 CAR GARAGE, 1 CAR DRIVEWAY)	40	120	15%
SP	SPENCER	4 BR (2 CAR GARAGE, 2 CAR DRIVEWAY)	30	120	11%
		TOTAL	276 UNITS	642 BEDS	100%
ON-STREET ROW PARKING = 77 SPACES					
PARKING PODS = 112 SPACES					
GARAGE & DRIVEWAY PARKING = 696 SPACES					
TOTAL PARKING = 885 SPACES					
PARKING DENSITY = 3.21 SPACES PER UNIT					
PROPERTY = 49.20 ACRES					
UNIT DENSITY = 5.61 UNITS/AC					

NOTE: THE LAYOUT, PARKING, AND UNIT MIX SHOWN IS PRELIMINARY AND SUBJECT TO CHANGE IN LARGE SCALE DEVELOPMENT PLAN SUBMITTAL AND REVIEW.



AREA

SITE AREA TOTAL:	49.20 ACRES
PLANNING AREA 1 TOTAL:	26.84 ACRES 55%
PLANNING AREA 2 TOTAL:	22.36 ACRES 45%

BUILDING MIN. SEPARATIONS:

ZONING: R-PZD
FRONT = 19' TO OUTSIDE EDGE OF SIDEWALK
SIDE = 10' IN-BETWEEN BUILDINGS, OVERHANG TO OVERHANG
REAR = 10'

LEGEND

POTENTIAL WOTUS CHANNEL
POTENTIAL WOTUS WETLAND

PLANNING AREA

PLANNING AREA 1
PLANNING AREA 2

RESIDENTIAL DENSITY

UNITS:	276
TOTAL LOTS:	1 LOT TOTAL
UNIT DENSITY:	5.61 UNITS/ACRE

GRAPHIC SCALE IN FEET
80' 0 80'

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Fayetteville, Arkansas 72701
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NEXT CHAPTER NEIGHBORHOOD AT UNDERWOOD PARK

FAYETTEVILLE, AR

Key Plan

No.	Description	Date

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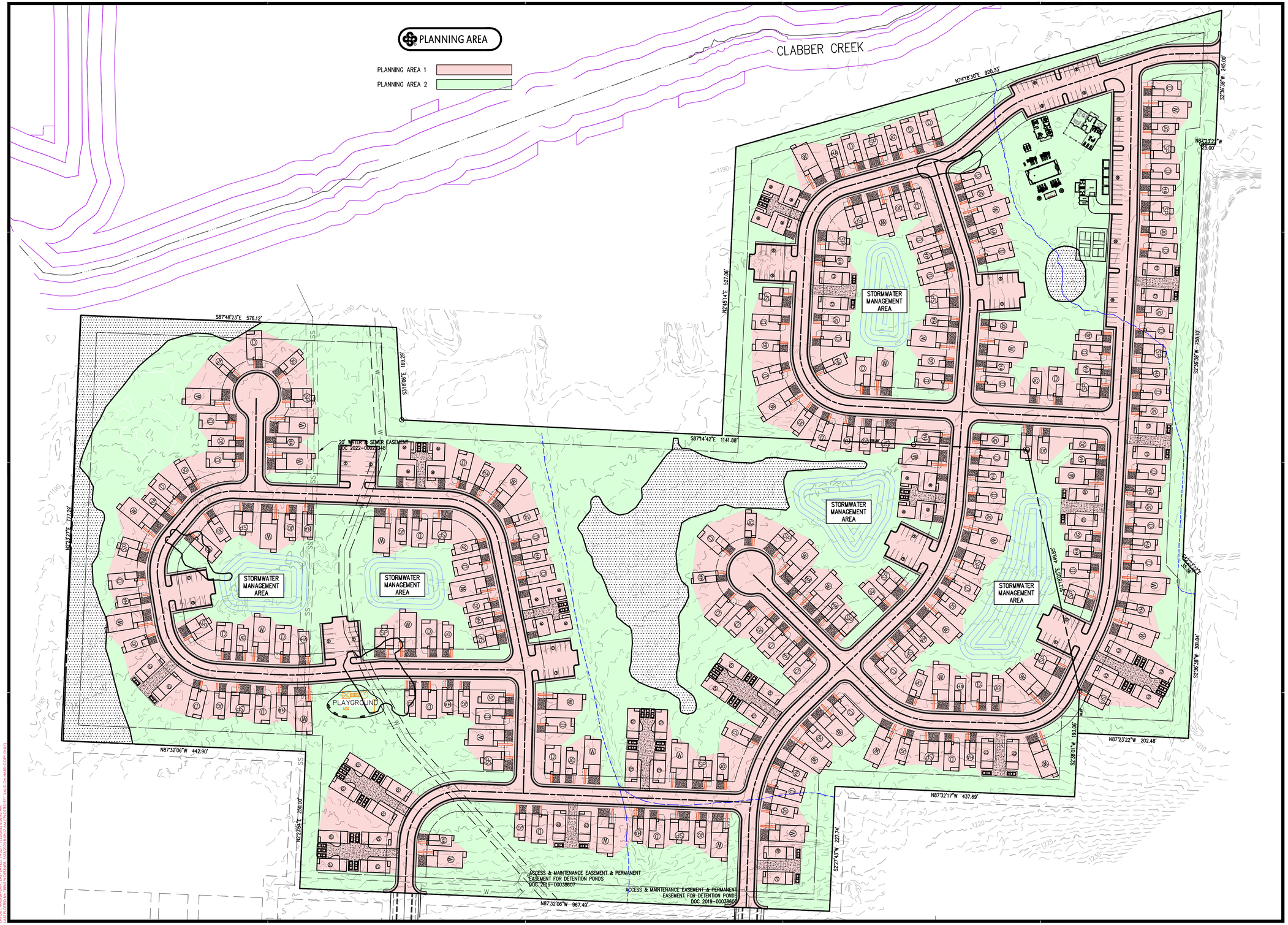
EXHIBIT B ZONING & DEVELOPMENT STANDARDS BY PLANNING AREA MAP

1 OF 2

DRAWING: \\EDATA\PROJ\2025\25301700_NEXTCHAPTER\INFRASTRUCTURE\CIVIL\DWG\25301700_CIV.DWG
LAYOUT: EXHIBIT B ZONING & DEVELOPMENT STANDARDS BY PLANNING AREA MAP
LAST PLOTTED: 8/27/2025 7:22:29 AM BY: TYLER.DUNCAN
XREF: XREF: XREF:

EXHIBIT C
MASTER PLAN, AERIAL OVERALL SITE PLAN, & MODIFIED TYPICAL RESIDENTIAL LINK SECTION

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GRAPHIC SCALE IN FEET
80' 0 80'

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EXHIBIT C MASTERPLAN

2 OF 2

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LAYOUT: EXHIBIT C MASTERPLAN - LAST SAVED: 7/9/2025 7:53:07 AM BY: DAVID.HABIS
PLOTTED: 7/9/2025 7:53:37 AM BY: DAVID.HABIS (FULL SIZE)



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GRAPHIC SCALE IN FEET
200' 0 200'

NEXT CHAPTER NEIGHBORHOOD AT UNDERWOOD PARK

FAYETTEVILLE, AR

- Pedestrian Connection points at subject property line to adjacent Underwood Park's trail network. Site plan in future LSD submittal will show proposed soft or hard surface pedestrian access from the paved interior sidewalk to these access points.

Key Plan

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OVERALL SITE PLAN

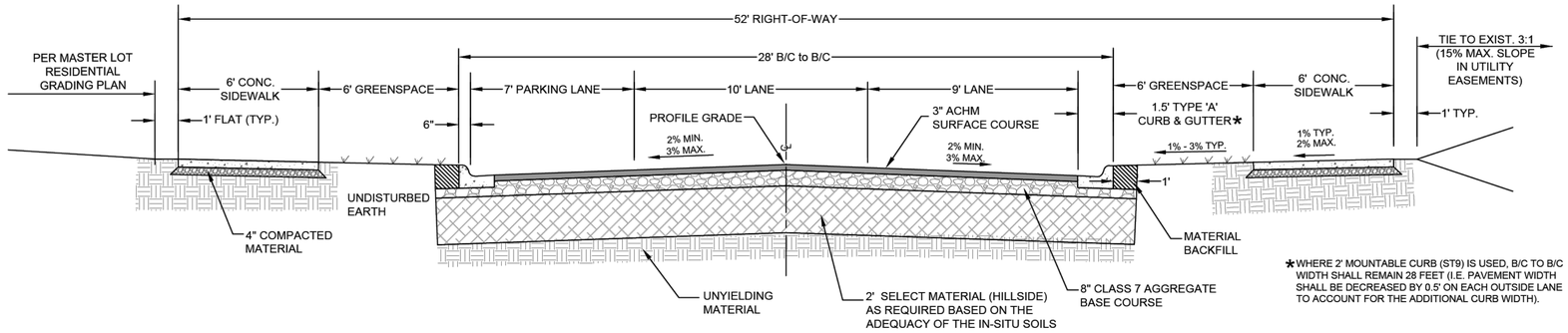
1 OF 1

DRAWING: O:\25301700_NEXTCHAPTER\INFRASTRUCTURE\CIVIL\DWG\OVERALL SITE PLAN.DWG
LAYOUT: LAYOUT1 | LAST SAVED: 6/3/2025 12:45:44 PM | PLOTTED BY: VAUGHN HARD COPY (ONLY)

NOTES:

1. CONTACT THE ENGINEERING DIVISION (575-8206) TO REQUEST AN INSPECTION PRIOR TO POURING ANY SIDEWALK OR DRIVEWAY IN THE RIGHT-OF-WAY.
2. THE ENGINEER OF RECORD SHALL PERFORM "PART TIME" INSPECTION FOR THE DRAINAGE INSTALLATION AND STREET CONSTRUCTION. THE PUBLIC WORKS INSPECTOR MUST BE PRESENT FOR TESTING. CONTRACTOR IS RESPONSIBLE FOR SCHEDULING TESTING.
3. MINIMUM DENSITY FOR ASPHALT SHALL BE 92% OF THE MAXIMUM THEORETICAL DENSITY.
4. SUBGRADE (HILLSIDE) SHALL BE COMPACTED TO 95% OF STANDARD PROCTOR. PROCTOR CURVE DATA SHALL BE SUPPLIED TO THE CITY ON ALL MATERIAL BY THE ENGINEER OF RECORD. WITHOUT THE COPY OF THE SITE SPECIFIC PROCTOR CURVE, MOISTURE CONTENT MUST BE WITHIN 3% OF OPTIMUM WHEN TESTED.
5. BASE COURSE (CLASS 7 AGGREGATE BASE) SHALL BE COMPACTED TO 98% OF MODIFIED PROCTOR ON RESIDENTIAL LINKS AND NEIGHBORHOOD LINKS.
6. CURING COMPOUND IS REQUIRED FOR ALL CONCRETE IN RIGHT-OF-WAY OR EASEMENTS, ANY COLOR EXCEPT CLEAR. FOLLOW STANDARD ENGINEERING PRACTICE FOR PLACEMENT IN HOT, WINDY, AND COLD WEATHER.
7. CURB MUST BE CAULKED BEFORE BACKFILLED AND STREET PAVED. ACCEPTABLE SUPPLIERS ARE OMNI SEAL 50, PECORA 864 AND 865, DOW COMING 888, OR OTHER PRE-APPROVED EQUAL.
8. ALL IN-SITU SOILS FOR SUBGRADE SHALL HAVE A LIQUID LIMIT LESS THAN 40, A PLASTICITY INDEX LESS THAN 15, AND A CBR GREATER THAN 8. INADEQUATE SOILS SHALL BE UNDERCUT 2 FEET AND REPLACED WITH "HILLSIDE MATERIAL" (SOILS WITH CBR OF 8 OR GREATER, AND AS CLASSIFIED AS GM OR GC SOILS) - GEOTECHNICAL TESTING REQUIRED TO DETERMINE SOIL ACCEPTANCE.
9. SUBGRADE MUST BE PLACED ON UNYIELDING MATERIAL - ADDITIONAL UNDERCUT MAY BE REQUIRED.

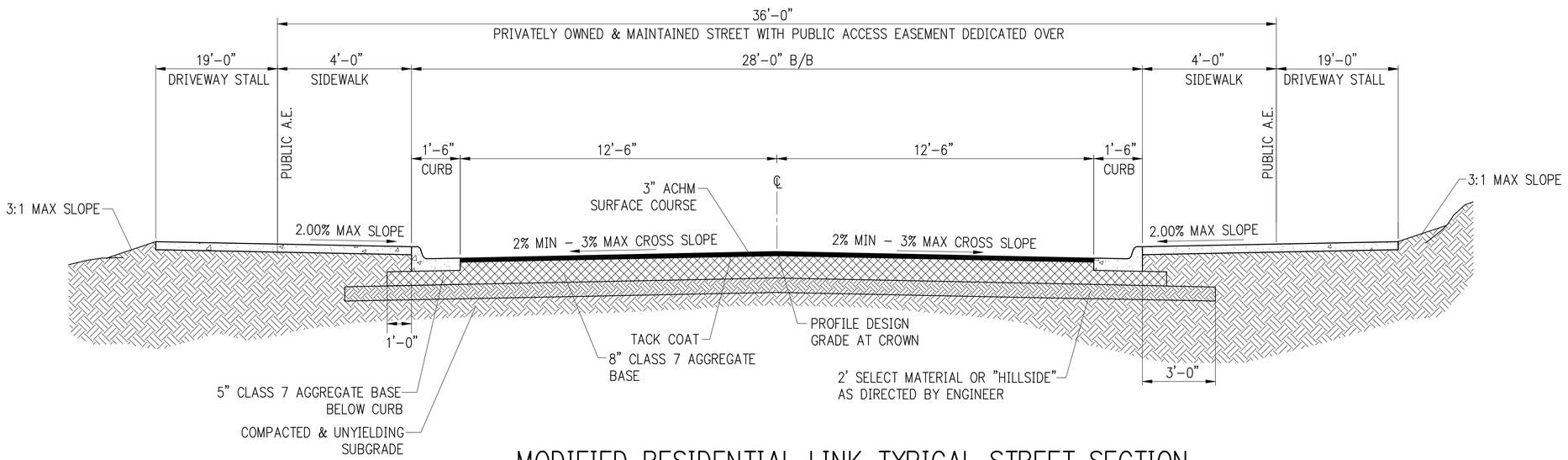
THESE TYPICAL SECTIONS ARE BASED ON STANDARD RESIDENTIAL LINKS AND NEIGHBORHOOD LINKS ESTABLISHED IN THE MASTER STREET PLAN. WHERE STREET AND/OR PAVEMENT SECTIONS DIFFER, IT IS THE RESPONSIBILITY OF THE ENGINEER OF RECORD TO PROVIDE ALTERNATE TYPICAL SECTIONS.



*WHERE 2' MOUNTABLE CURB (ST9) IS USED, B/C TO B/C WIDTH SHALL REMAIN 28 FEET (I.E. PAVEMENT WIDTH SHALL BE DECREASED BY 0.5' ON EACH OUTSIDE LANE TO ACCOUNT FOR THE ADDITIONAL CURB WIDTH).

TYPICAL SECTION RESIDENTIAL LINK

*ALL INTERNAL STREETS, N RAVEN LN. & N CARNELIAN LN., WILL USE A MODIFIED VERSION OF THIS RESIDENTIAL LINK TYPICAL SECTION, SEE BELOW.



MODIFIED RESIDENTIAL LINK TYPICAL STREET SECTION

NTS

SHEET: ST1

DATE: May 25, 2017 REVISED; Jan. 13, 2021; June 28, 2021; April 5, 2022

TITLE: STREET DETAILS

DESCRIPTION: RESIDENTIAL LINK AND NEIGHBORHOOD LINK TYPICAL SECTIONS

CITY OF FAYETTEVILLE ARKANSAS

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

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NEXT CHAPTER NEIGHBORHOOD AT UNDERWOOD PARK
FAYETTEVILLE, AR

Key Plan

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EXHIBIT C - TYPICAL SECTION

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LAYOUT: TYPICAL SECTIONS PLOTTED: THREET, 7/23/2025 2:03:03 PM VIA IO.WIN32.COPY ONLY

EXHIBIT D
FLOOR PLANS, ELEVATION VIEWS, & ISOMETRIC VIEWS FOR ALL UNIT TYPES



ESTIMATED SQUARE FOOTAGE
1ST FLR HTD- 452 SQFT
2ND FLR HTD- 410 SQFT
TOTAL HTD- 862 SQFT
GARAGE - 222 SQFT
PORCH - 95 SQFT
FOOTPRINT - 784 SQFT
TOTAL FRAMING - 1,291 SQFT

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SHEET TITLE: COVER PAGE

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SCALE: NO SCALE

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PG 1



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SHEET TITLE:
FRONT ELEV.

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SCALE: 1/4"=1'

DATE: 2/14/2025

PG 2



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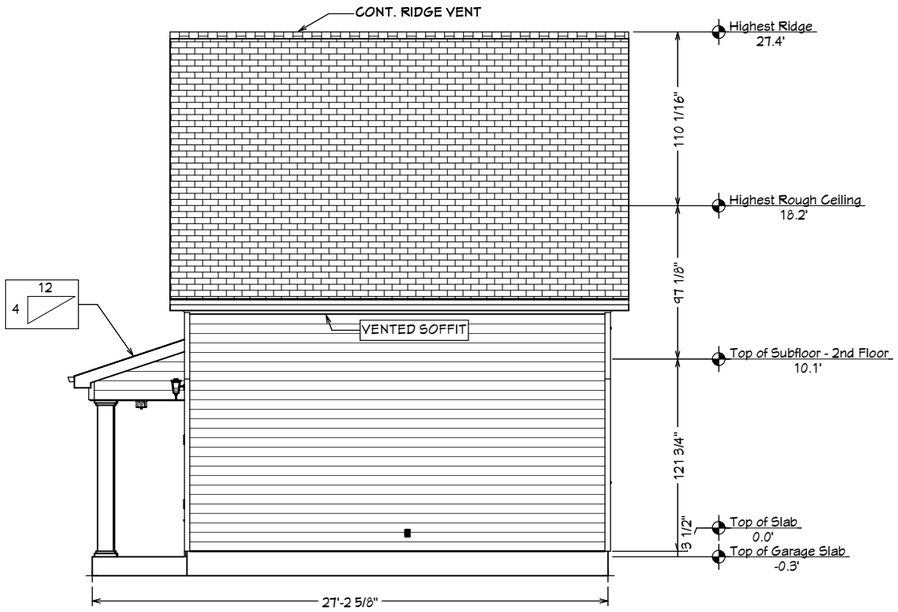
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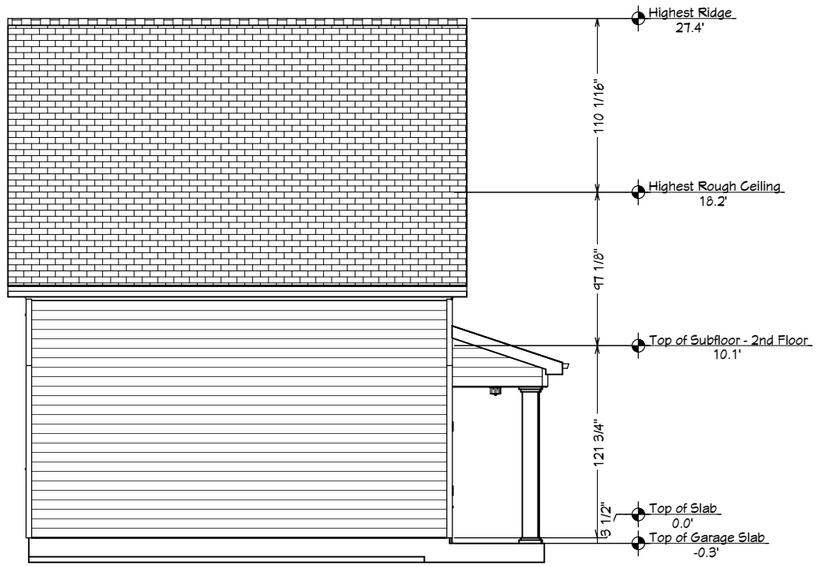
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PG 3



RIGHT ELEV.



LEFT ELEV.

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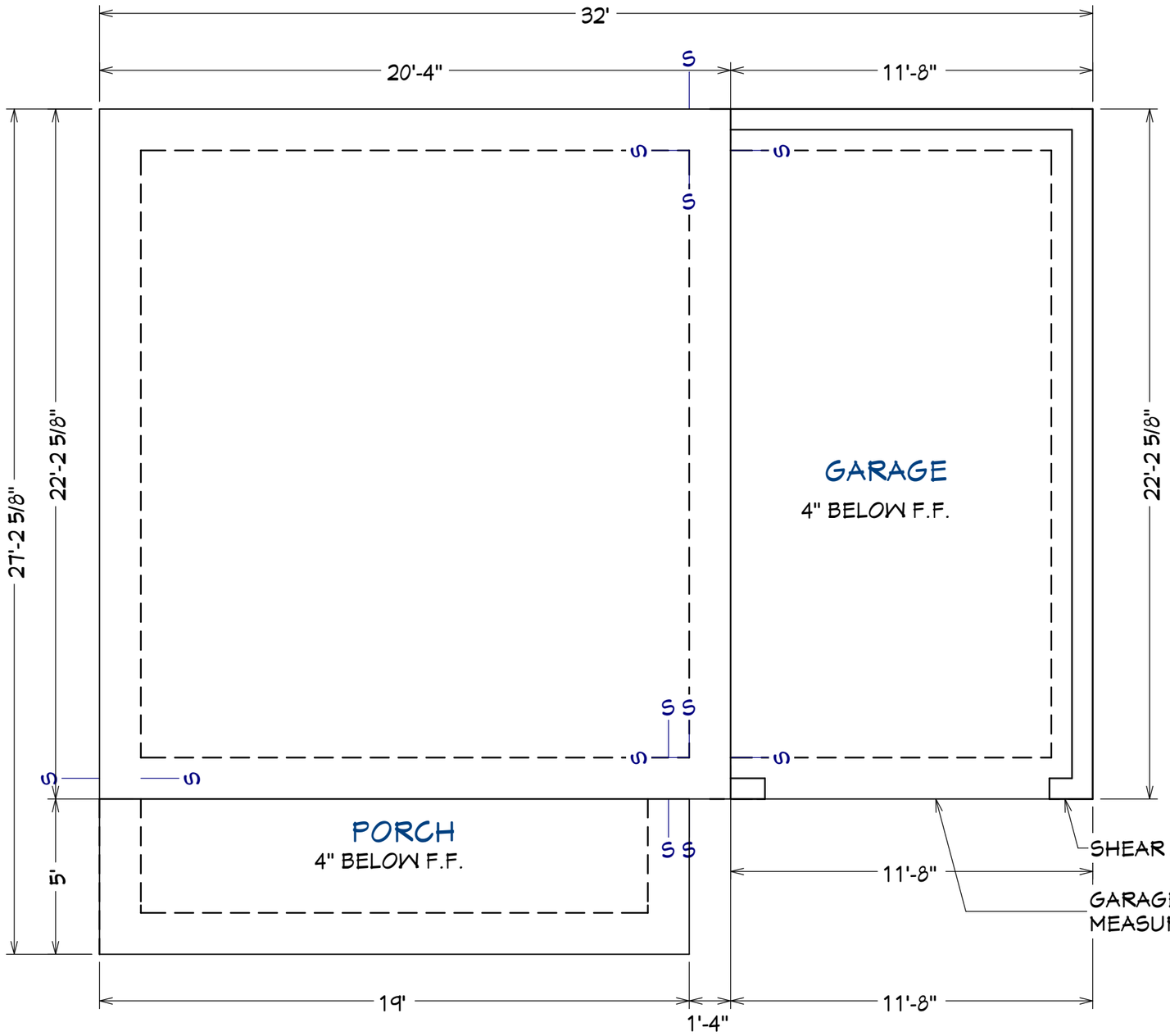
SHEET TITLE:
SIDE ELEV.

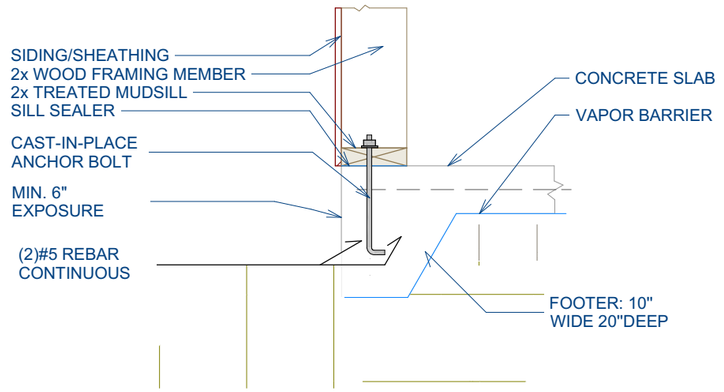
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SCALE: 1/8"=1'

DATE: 2/14/2025

PG 4





Monolithic Slab Detail

NOTE:
PROVIDE CONTROL JOINTS

NOTE:
DIMENSIONS ARE TO FRAME WALL

NOTE:
BOLTS TO BE NO FURTHER THAN 18" O.C.
OR 12" AWAY FROM SILL PLATE ENDS

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PG 5





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SHEET TITLE: ISO VIEWS

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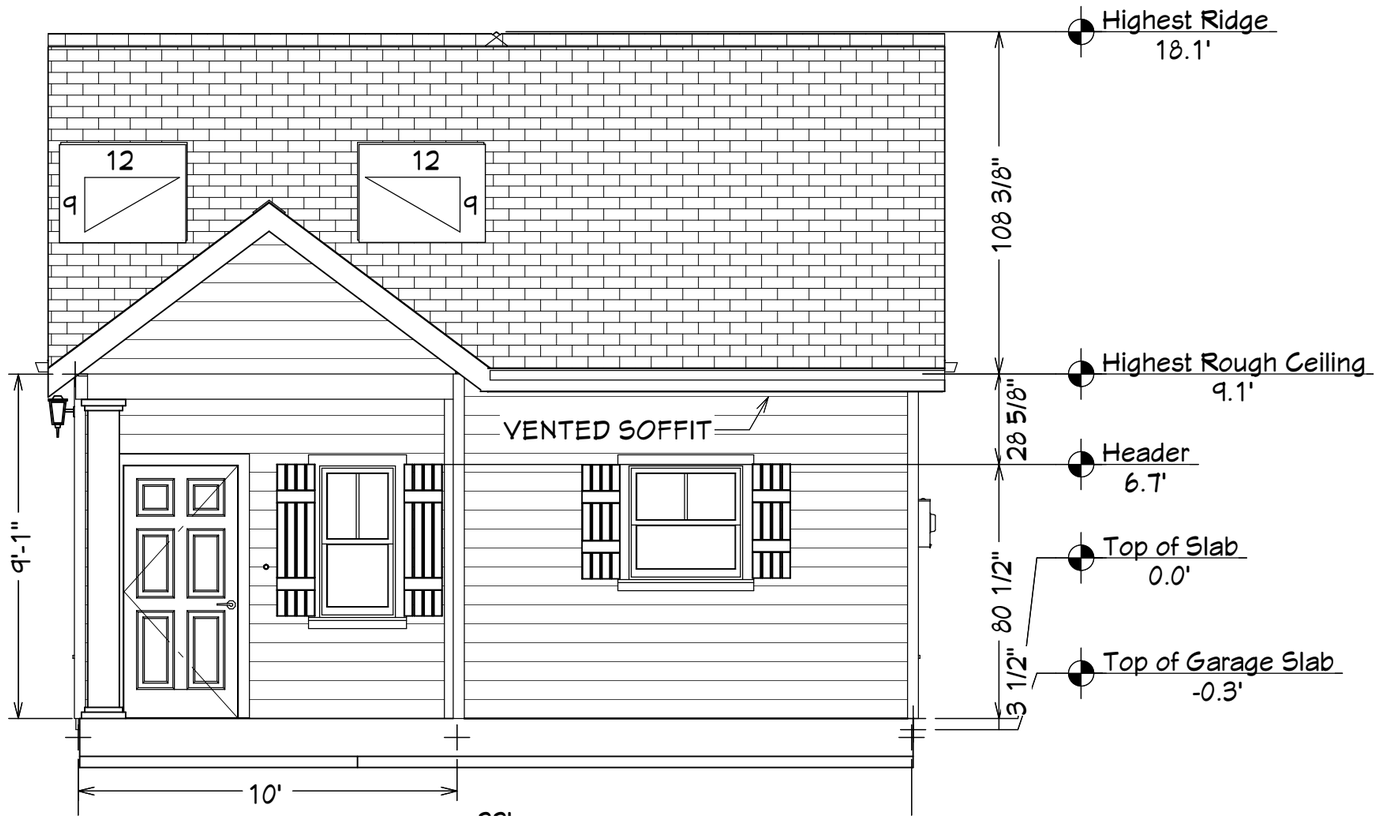
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DATE: 2/14/2025

PG 15



FRONT ELEV. RENDERING
NO SCALE



FRONT ELEV
1/4" =1'



SIDE ELEV
1/8" =1'

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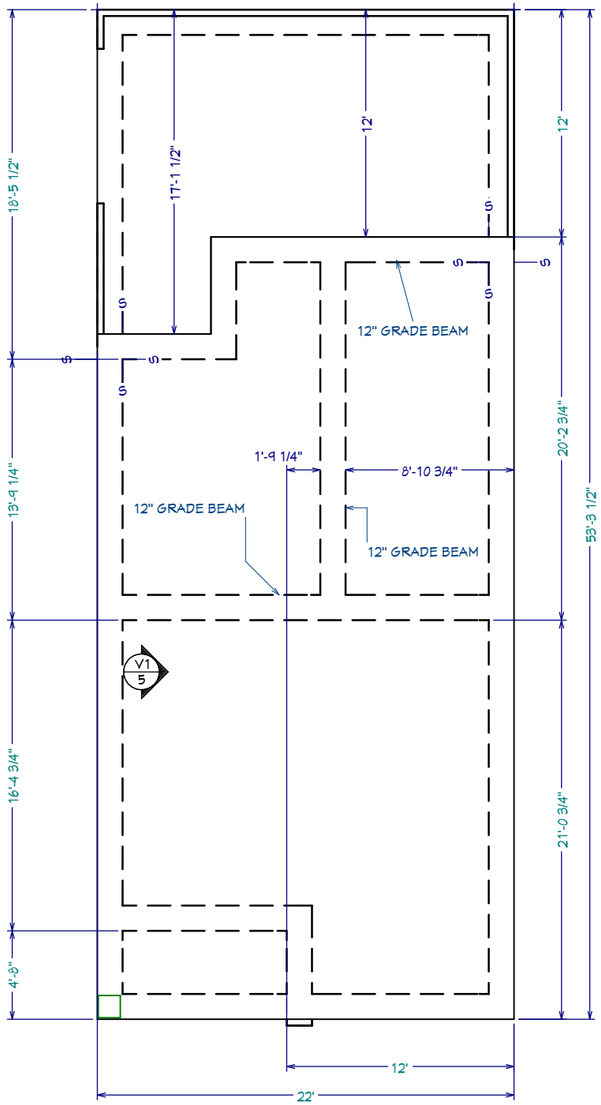
PROJECT DESCRIPTION:
KC CHERRY

SHEET TITLE:
Elevations

NO.	DESCRIPTION	BY	DATE

SCALE: NO SCALE
DATE: 1/7/2025

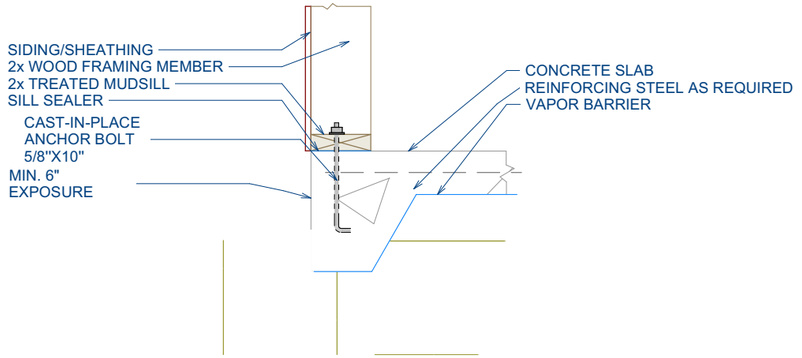
PG 1



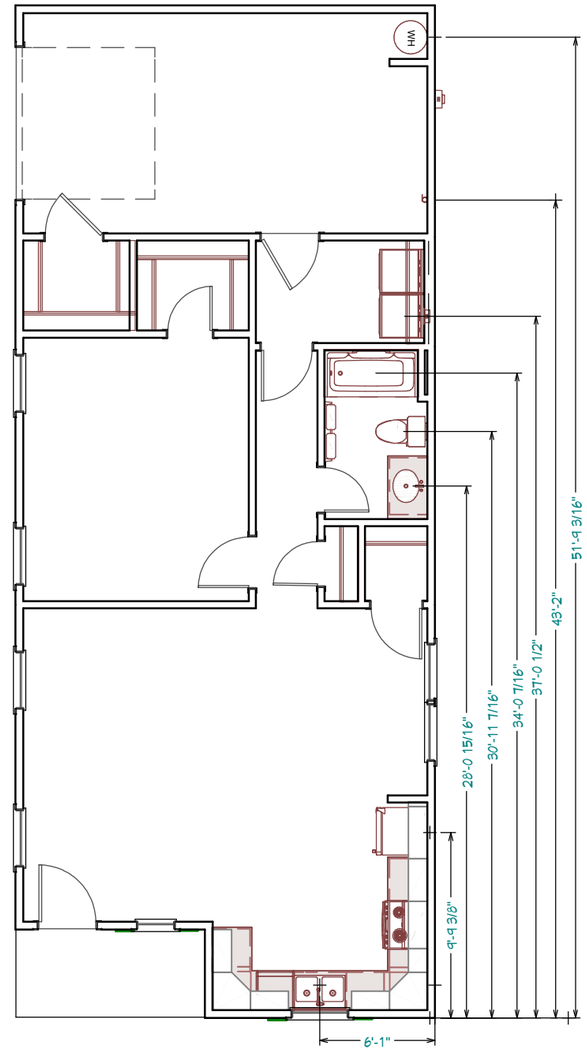
FOUNDATION LAYOUT

GARAGE CURB MUST MEASURE 8'-3''

ESTIMATED SQUARE FOOTAGE
TOTAL HTD- 839 SQFT
GARAGE - 247 SQFT
PORCH - 46 SQFT
FOOTPRINT - 1,172 SQFT
TOTAL FRAMING - 1,172 SQFT



Monolithic Slab Detail



PLUMBING LAYOUT

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PROJECT DESCRIPTION: KC CHERRY

SHEET TITLE: SLAB/PLUMBING

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PG 2





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PROJECT DESCRIPTION:
KC CHERRY

SHEET TITLE:
ISO VIEWS

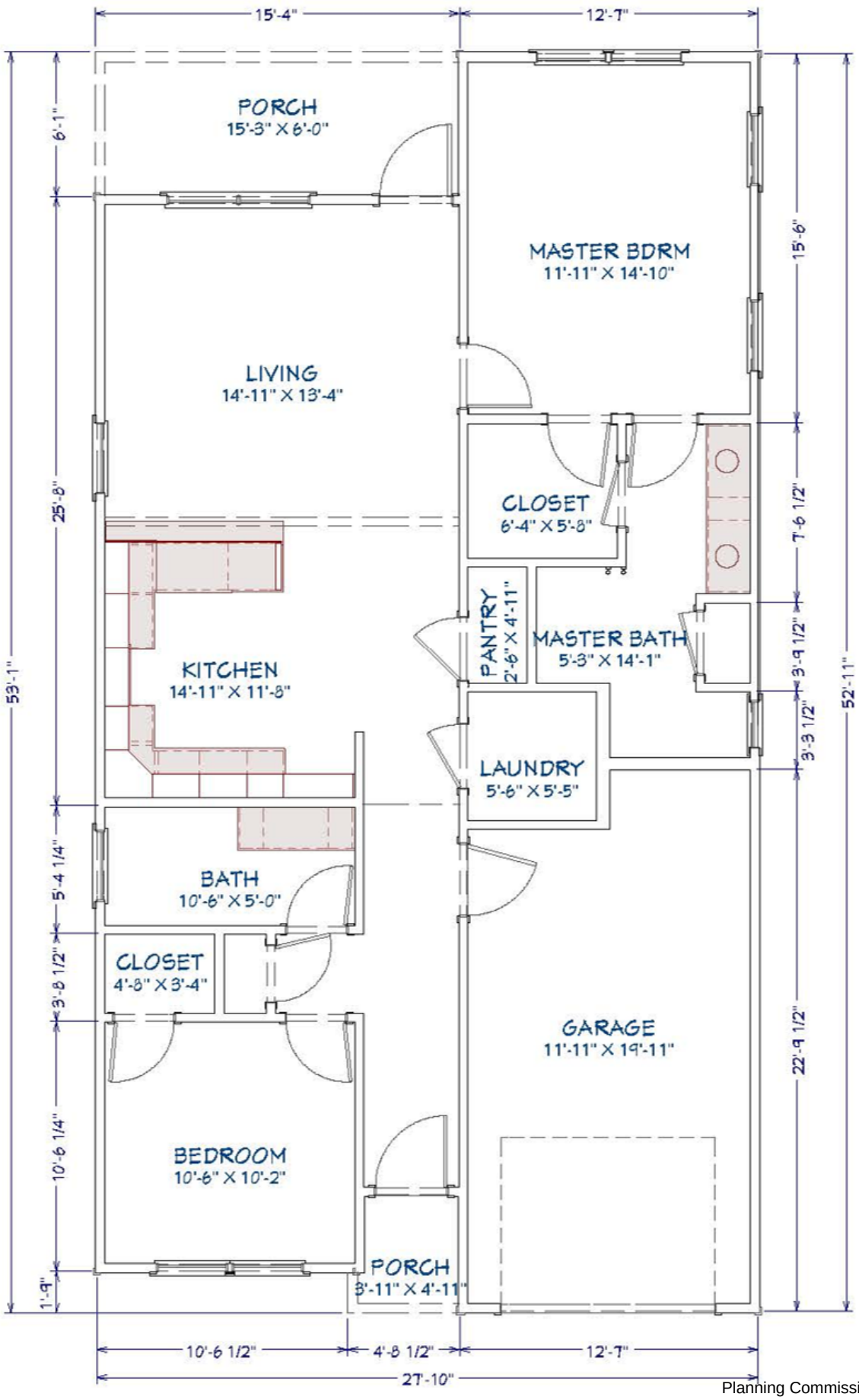
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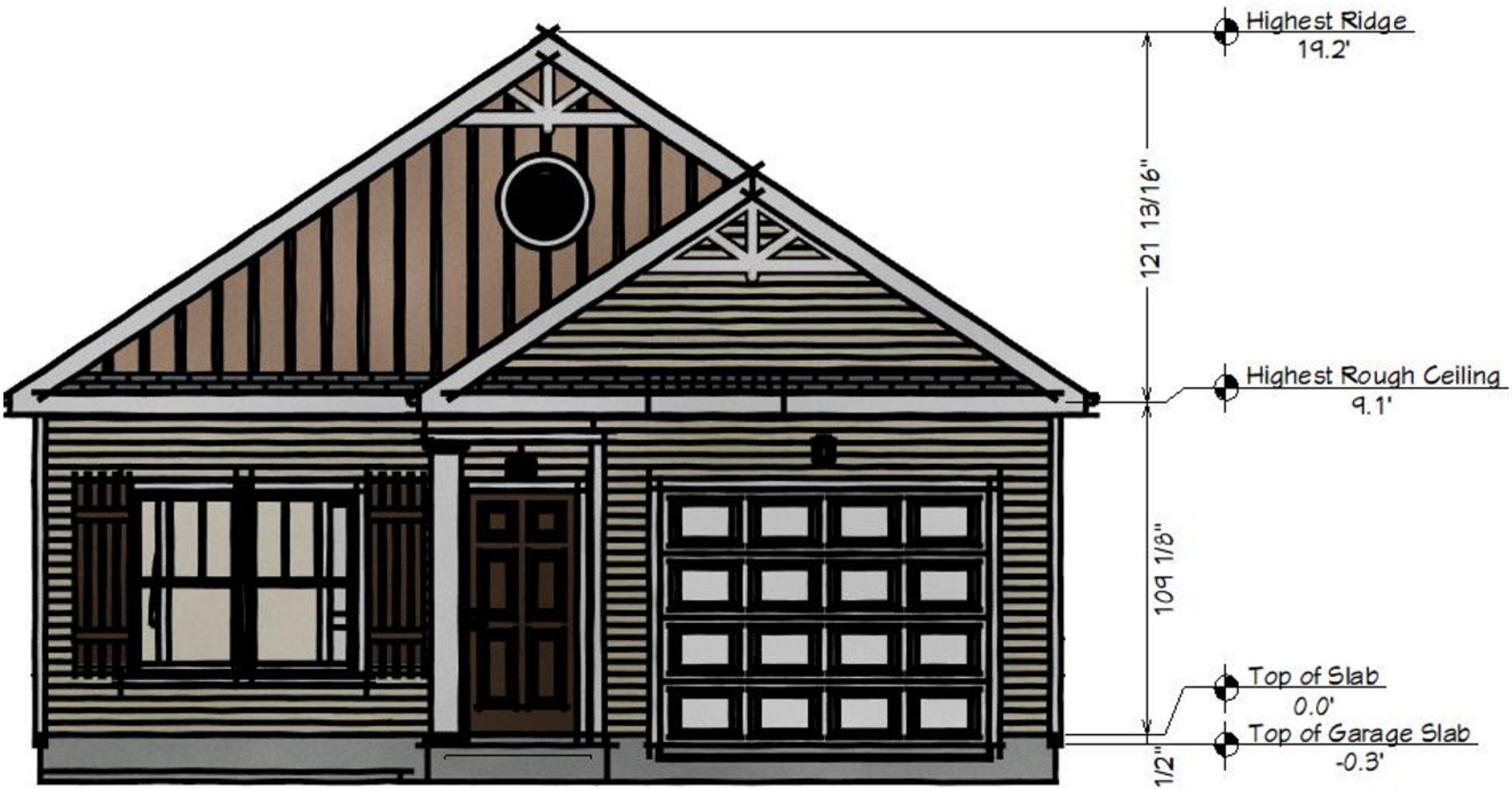
DATE: 1/7/2025

PG 8

Dearborn FLOOR PLAN



DEARBORN FRONT ELEVATION

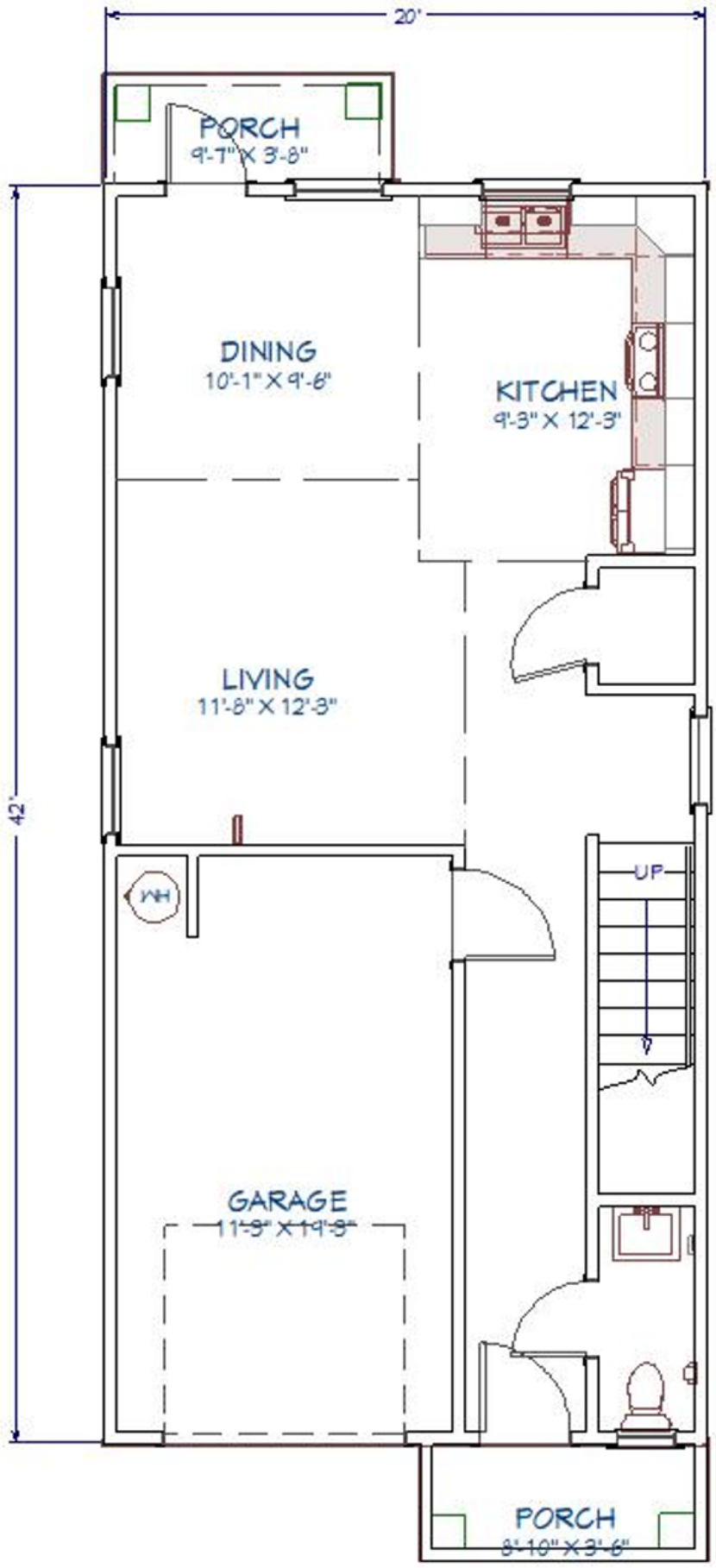


DEARBORN RENDERING

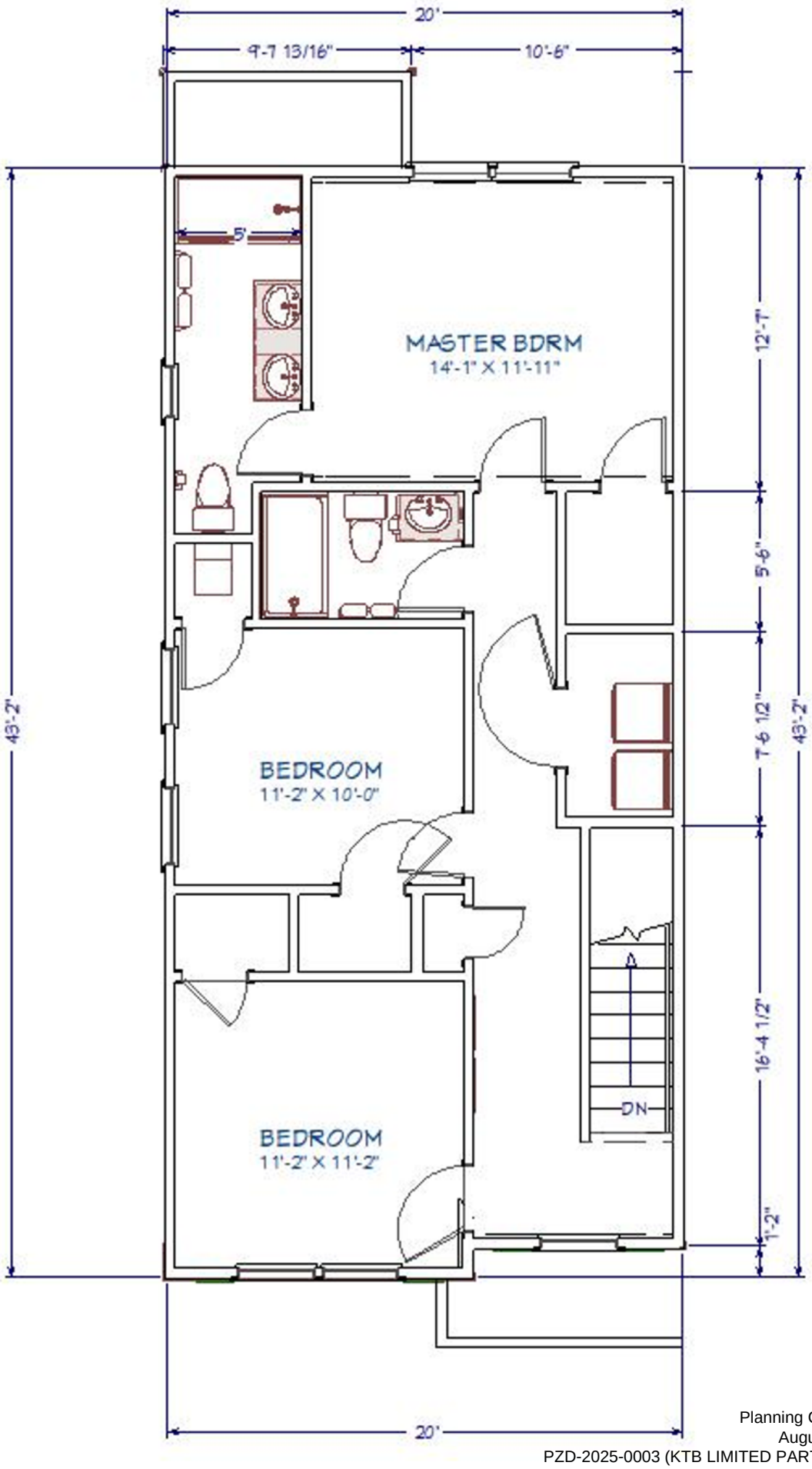




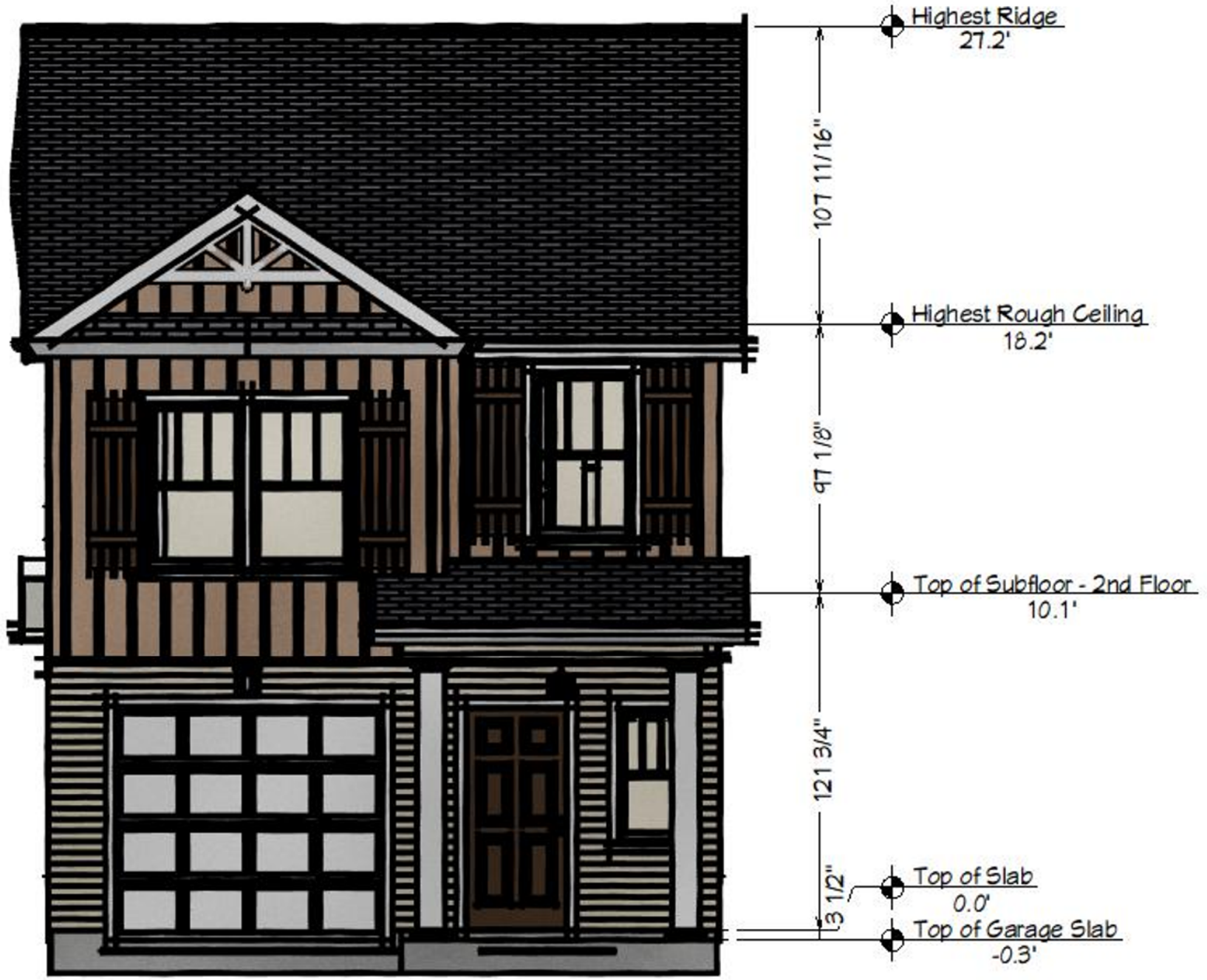
Hamilton 1st Floor



Hamilton 2nd Floor



Hamilton FRONT ELEVATION

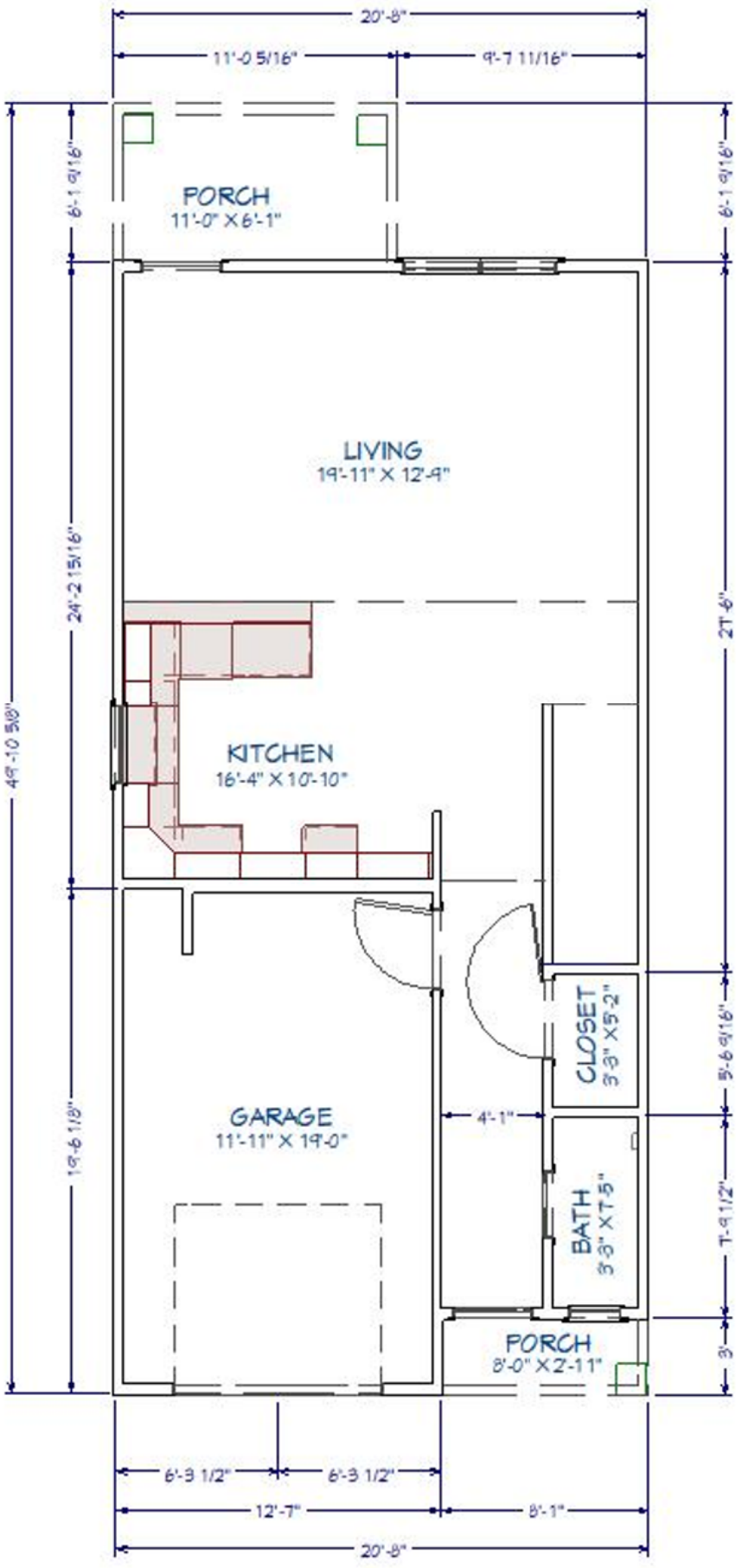


HAMILTON RENDERINGS

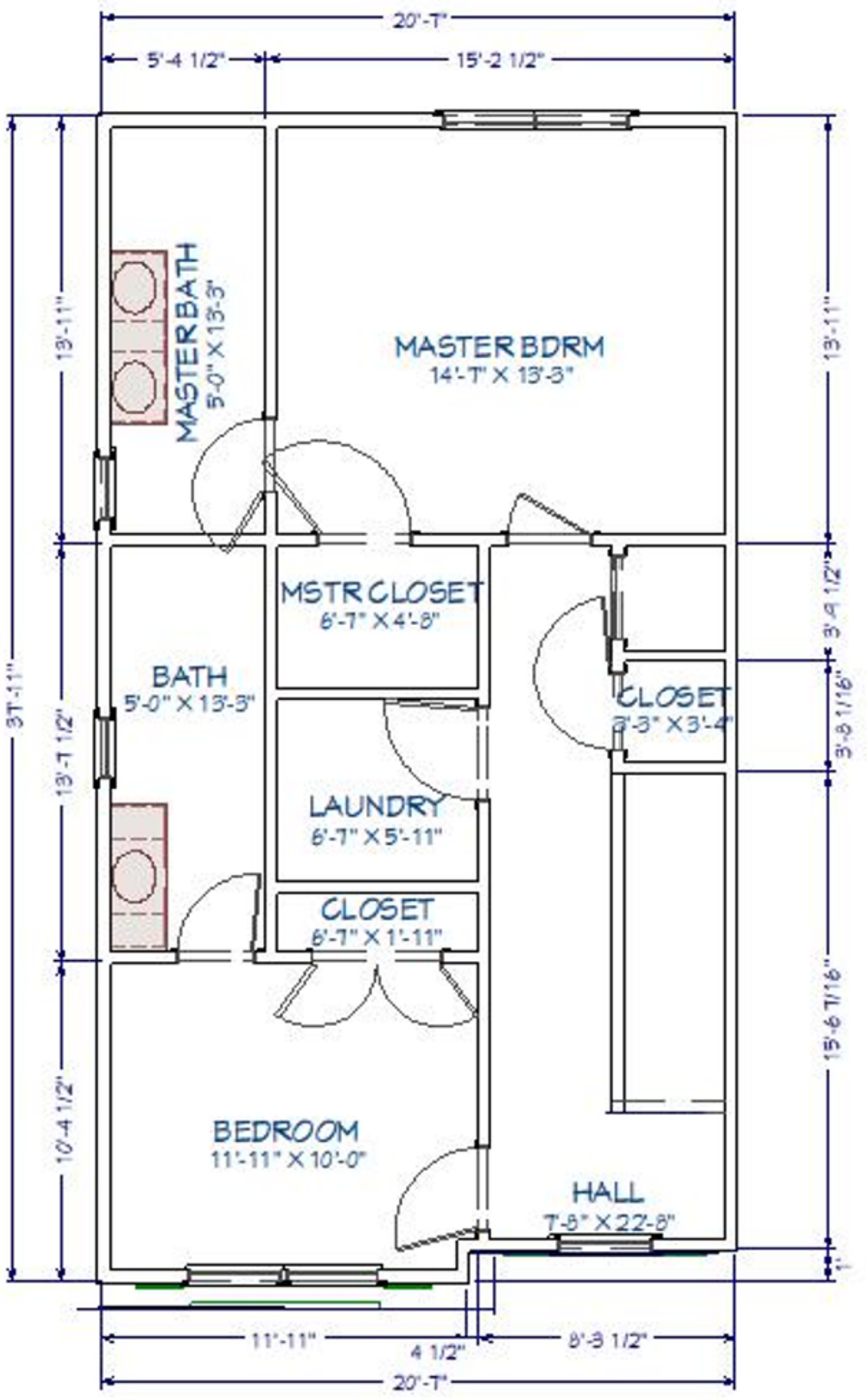




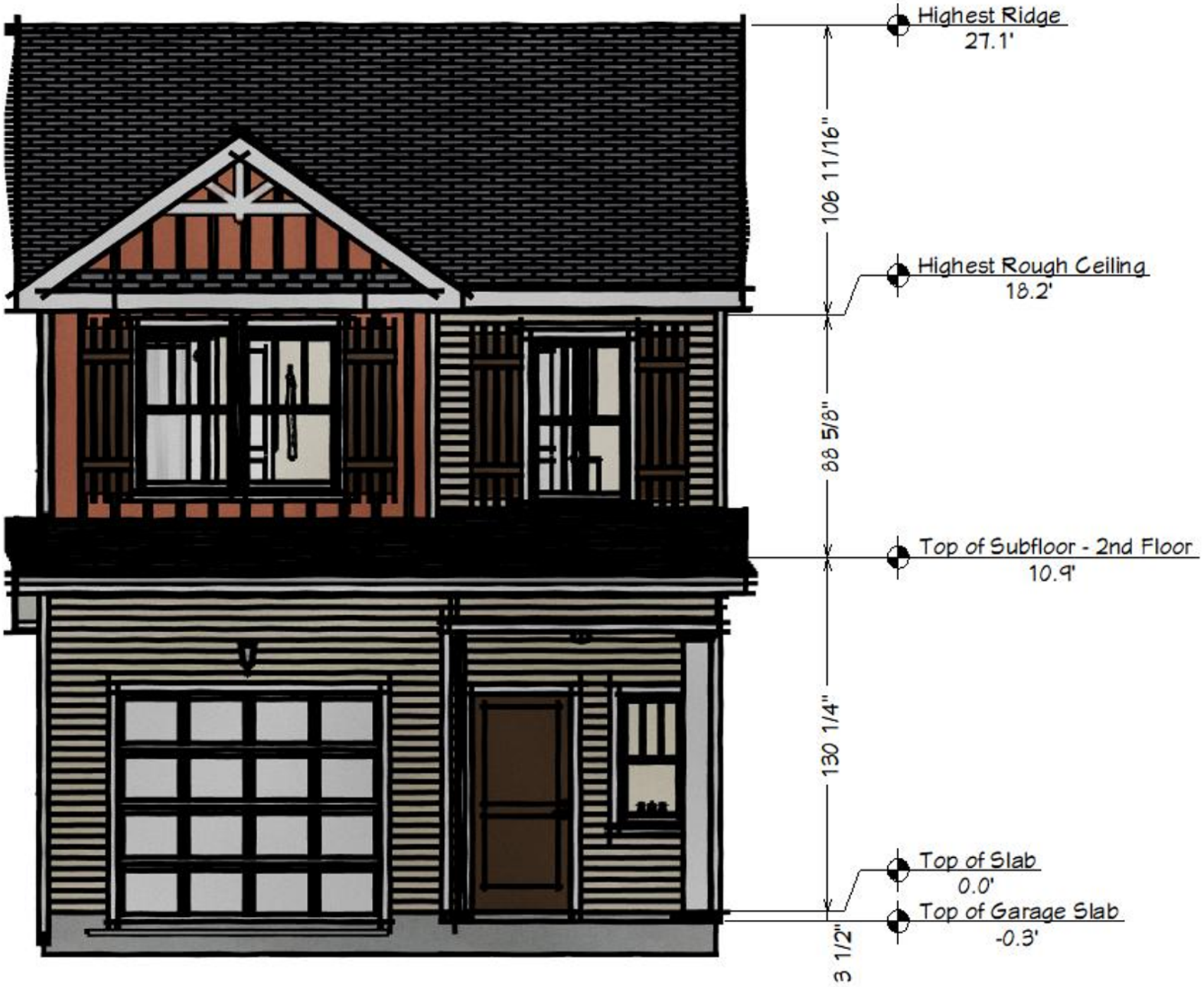
Jennings FLOOR PLAN (FIRST FLOOR)



JENNINGS FLOOR PLAN (SECOND FLOOR)



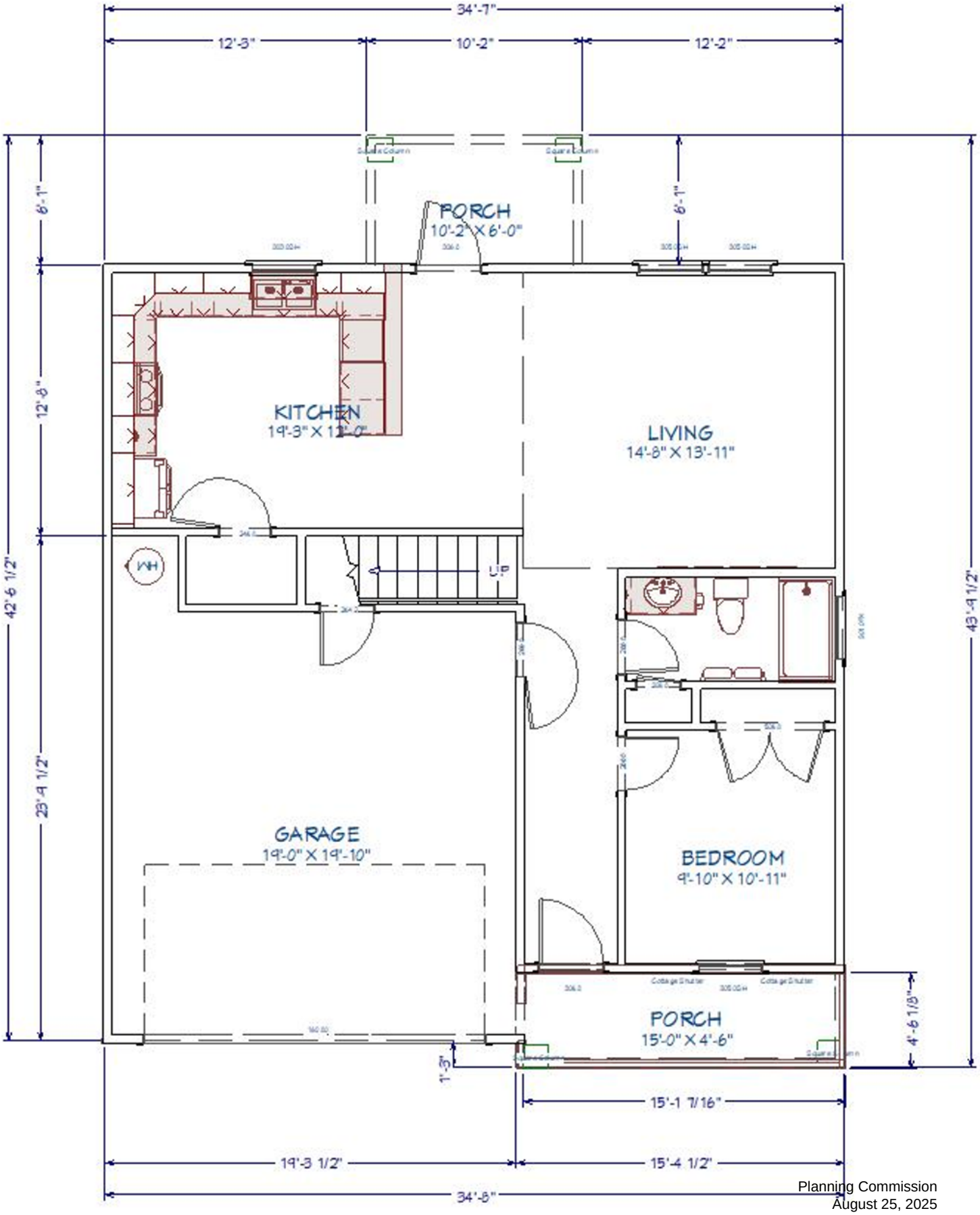
JENNINGS FRONT ELEVATION



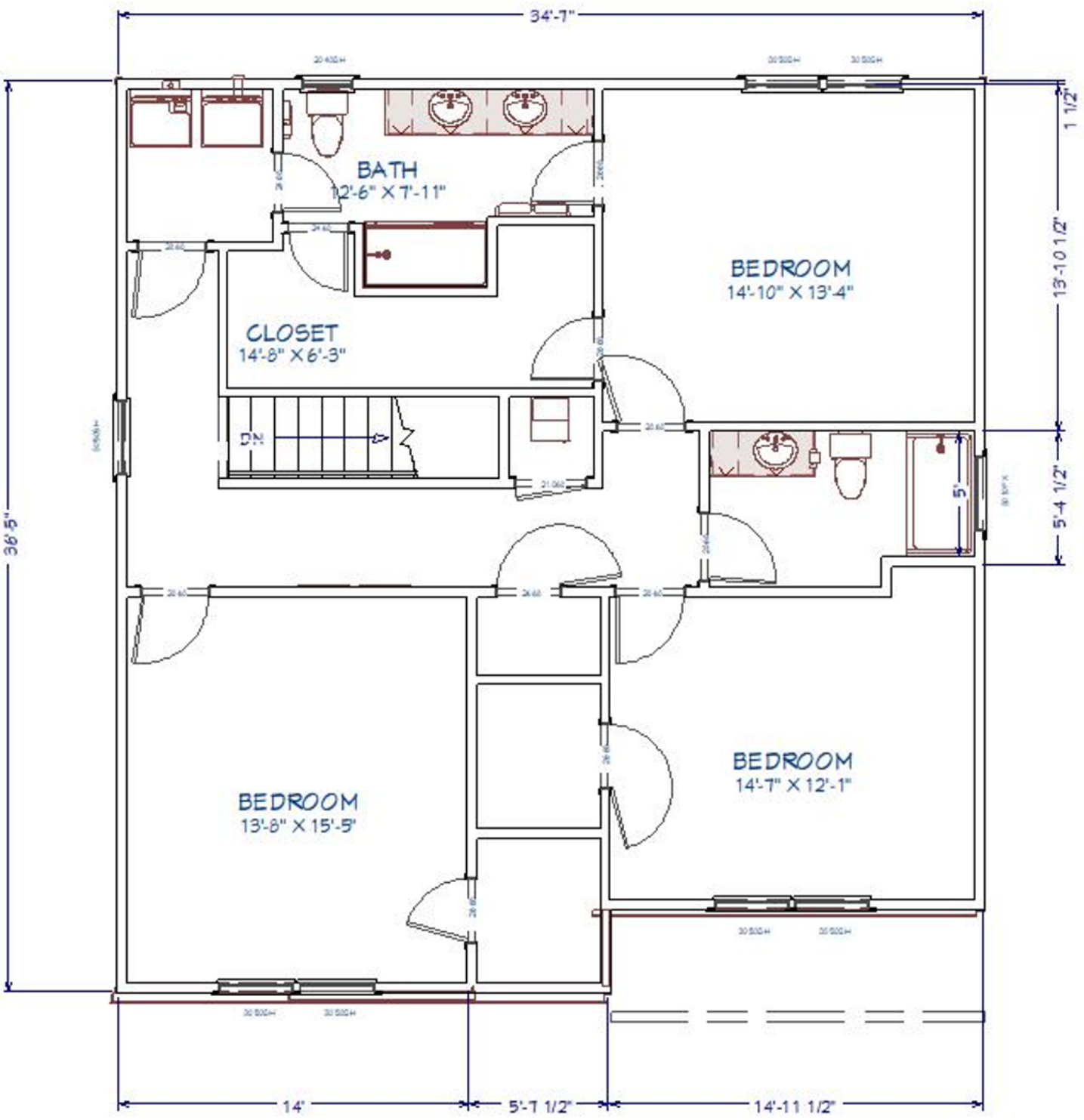
JENNINGS RENDERING



SPENCER (FIRST FLOOR)



SPENCER (SECOND FLOOR)



SPENCER FRONT ELEVATION

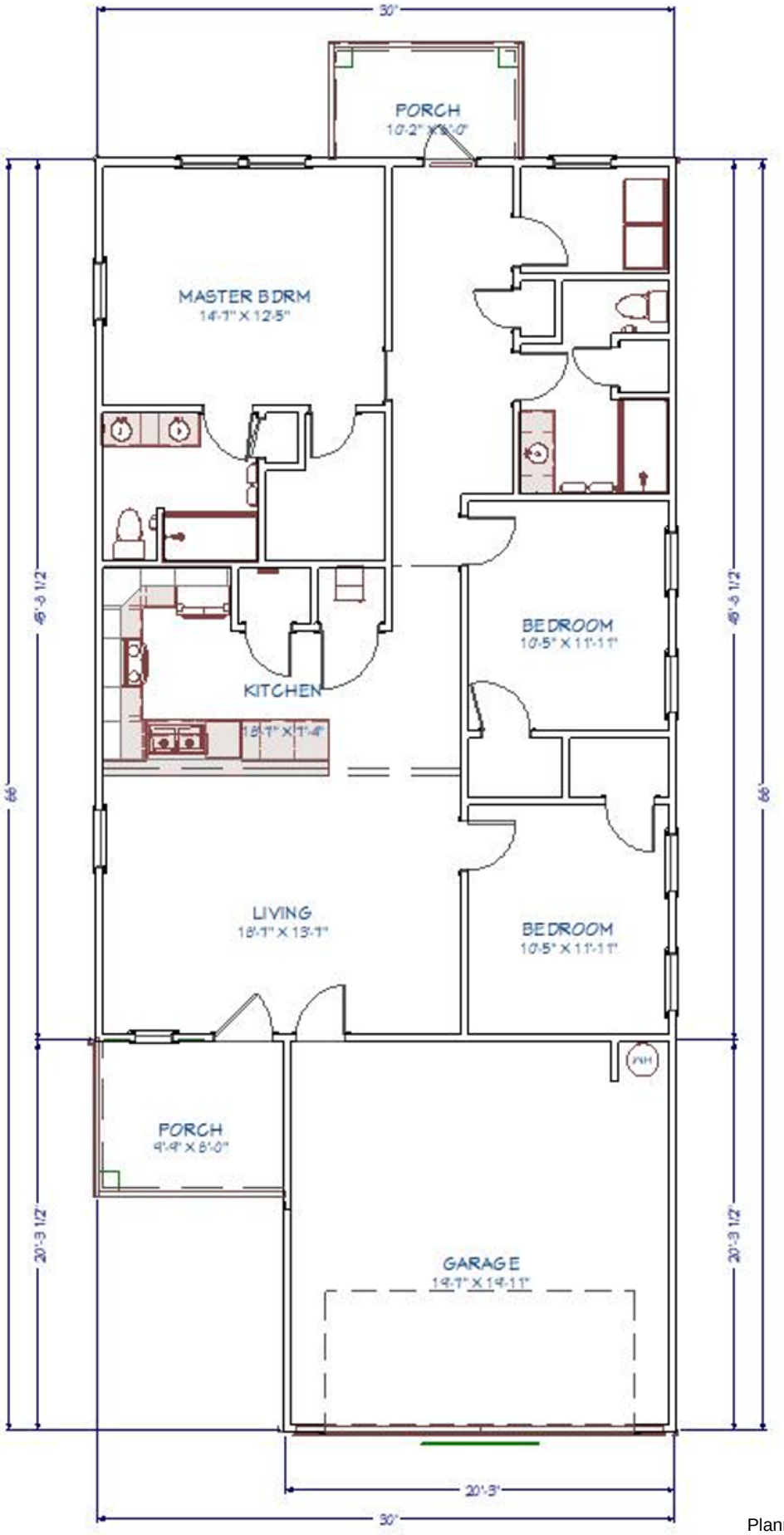


SPENCER RENDERINGS





Warren FLOOR PLAN



WARREN FRONT ELEVATION



WARREN RENDERING



EXHIBIT E
EXAMPLE MONUMENT SIGN

OPTION FOUR
NON ILLUMINATED
DOUBLE SIDED STRUCTURE
SCALE 1/2”=1’

CLIENT TO RUN ELECTRICAL CONDUIT TO MONUMENT SITE

EXHIBIT C - EXAMPLE MONUMENT SIGN

painted/print aluminum panel

routed 1/16” down,

routed 1/16” down,

9' x 5' = 45 square feet display

132”
108”
105”
96”
8”
10”
7”
96”
60”
52”
3-4’

A NEXT CHAPTER
DUPONT
MEADOWS
NEIGHBORHOOD

GRADE

posts go into concrete footer

4” Aluminum Post Structure, Painted

Aluminum Panels with routed details digitally printed wood grain and “a next chapter...”

1/2”thk FCO Dupont Meadows

Panels mounted to 4” vertical supports

DRAWINGS ARE FOR CONCEPTUAL PURPOSES ONLY.
VICINITY AIMS TO REPLICATE DRAWINGS AS PRECISE AS POSSIBLE, HOWEVER, FINAL COLOR, TEXTURE, MATERIALS, FABRICATION/INSTALLATION METHODS MAY VARY FROM DRAWINGS AND IS TO BE EXPECTED.

www.vicinitysignstudio.com

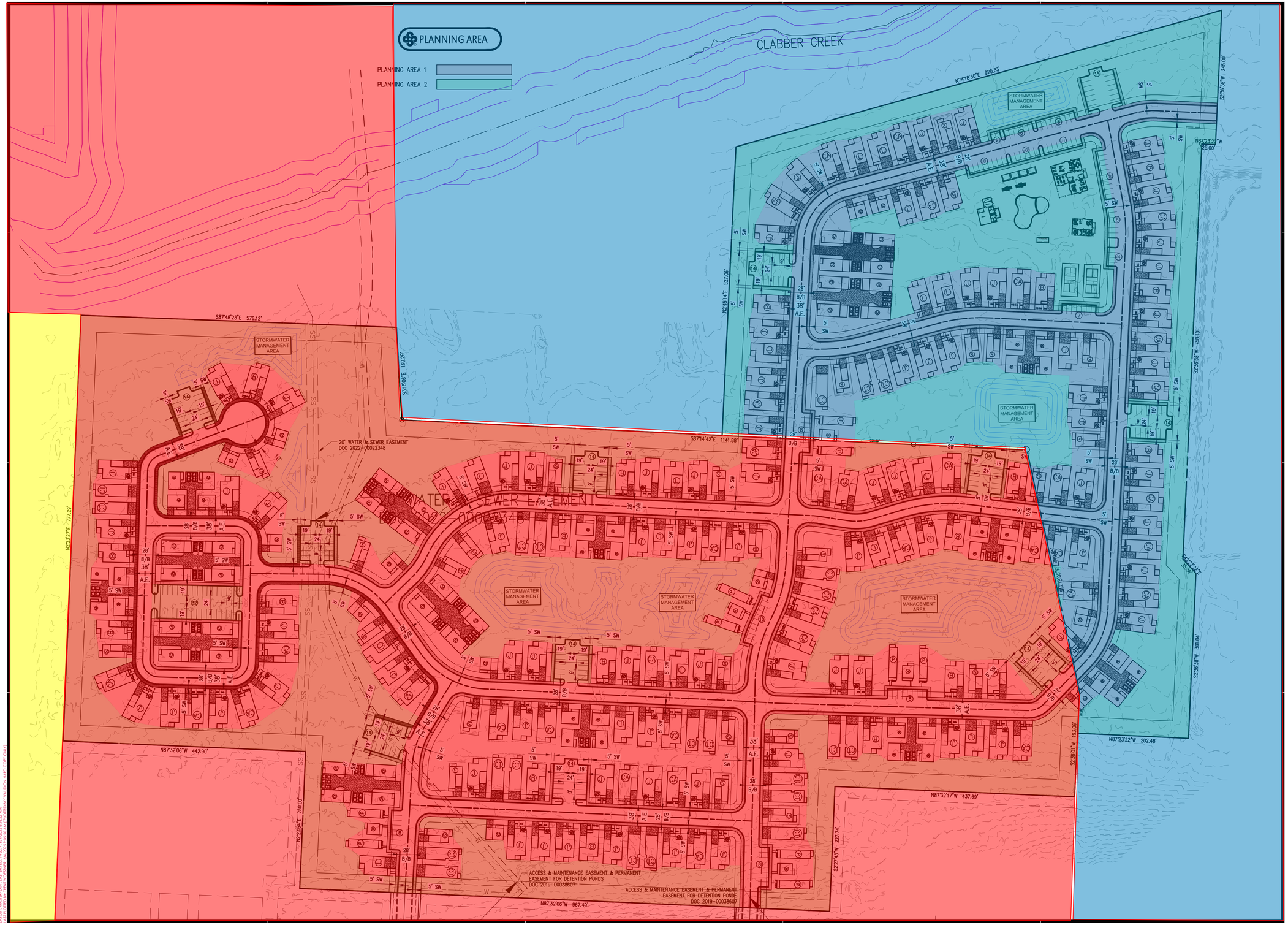
Vicinity SIGN STUDIO

Project: Dupont Meadows
Location: Fort Wayne, IN
Contact: —
Date: 06|23|2023
Page: 1 of 2
Designer: BJ/AK

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Approval: ☐ APPROVED ☐ APPROVED AS NOTED ☐ NOT APPROVED - REVISE AS NOTED

SIGNATURE DATE



300 N College Ave., Suite 317
Fayetteville, Arkansas 72701
Crafton Tull
architecture | engineering | surveying
479.636.4838 t

CERTIFICATE OF AUTHORIZATION:

CERTIFICATE OF AUTHORIZATION
CRAFTON, TULL & ASSOCIATES, INC.
No. 109
ARKANSAS ENGINEER

GRAPHIC SCALE IN FEET
80' 0 80'

NEXT CHAPTER NEIGHBORHOOD AT UNDERWOOD PARK

FAYETTEVILLE, AR

Key Plan

- Existing CPZD Zoning
- Existing RSF-1 Zoning
- Existing RSF-4 Zoning

No.	Description	Date

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PROJECT NO: 25301700
ISSUE DATE: 06/04/2025
CONTACT: C. THREET
QC by:
QC Date:

PRELIMINARY PLANS

THIS DOCUMENT IS PRELIMINARY IN NATURE AND IS NOT A FINAL, SIGNED AND SEALED DOCUMENT

NOT FOR CONSTRUCTION ... REVIEW SET ... NOT FOR CONSTRUCTION ... REVIEW SET ...

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EXHIBIT C MASTERPLAN

2 OF 2

DRAWING: \\EIGHTFORMS.COM\LES\2530\700_NEXTCHAPTER_UNDERWOOD\INFRASTRUCTURE\CIVIL\DWG\MASTER PLAN FOR PZD.DWG
LAYOUT: MASTER PLAN - 24X36 ARCH D | XREF: 442023A.DWG, 442023A-PROJECTED.DWG | BY: YVALD ON HARD COPY ONLY
PLOTTED: 06/05/2025 - 4:42:23 PM | PLOTTED BY: YVALD ON HARD COPY ONLY

CITY OF FAYETTEVILLE ARKANSAS

PLANNING COMMISSION MEMO

TO: Fayetteville Planning Commission

FROM: Jessie Masters, Planning Director

MEETING: August 25, 2025 Updated with results

SUBJECT: **PZD-2025-0003: Planned Zoning District (N. RAVEN LN/KTB LIMITED PARTNERSHIP, 285):** Submitted by CRAFTON TULL for property located on N. RAVEN LN. The property is zoned CPZD, COMMERCIAL PLANNED ZONING DISTRICT, and RSF-4, RESIDENTIAL SINGLE-FAMILY, FOUR UNITS PER ACRE and contains approximately 49.2 acres. The request is to rezone the property to a PLANNED ZONING DISTRICT.

RECOMMENDATION:
Staff recommends forwarding **PZD-2025-0003** to City Council with a recommendation of approval.

RECOMMENDED MOTION:
*"I move to forward **PZD-2025-0003** to City Council with a recommendation of approval."*

AUGUST 11, 2025 PC HEARING:
At the previous Planning Commission meeting, the item was tabled so the applicant could provide proposed easement language to City staff in lieu of dedicating public right-of-way. Staff and the City Attorney's office have reviewed the document, and have identified concerns with the complexity of enforcement, ownership, maintenance, and typical standards in the long run, so are not supportive of the proposed instrument.

BACKGROUND:
The subject area is located in northwest Fayetteville, approximately mid-way between N. Salem and N. Deane Solomon Roads, and due north of the Crystal Springs, Phase IV subdivision. A portion of the property was rezoned to a Planned Zoning District in 2020 with the acquisition of land that was donated for Underwood Park. Residential Link connection of Fayetteville's Master Street Plan enters the property from the south before angling eastward for future connectivity with Deane Solomon. An associated master street plan modification is also being considered with this request. Surrounding land uses and zoning are depicted in *Table 1.*

Table 1:
Surrounding Land Use and Zoning

Direction	Land Use	Zoning
North	Single-Family Residential; Undeveloped/Former Golf Course	RSF-4, Residential Single-Family, Four Units per Acre; PZD, Planned Zoning District
South	Single-Family Residential	RSF-4, Residential Single-Family, Four Units per Acre
West	Undeveloped	RSF-1, Residential Single-Family, One Units per Acre
East	Undeveloped/Former Golf Course	PZD, Planned Zoning District

Proposal: The applicant requests to rezone the property to a Residential Planned Zoning District with two planning areas, as described below:

- **Planning Area #1 (Residential Single-Family) – 26.84 acres:** This area will be developed with residential single-family homes at a maximum density of 5.61 units per acre.
- **Planning Area #2 (Open Space and Amenities) – 22.36 acres:** Development in this area appears to be limited to stormwater, greenspace, and open space.

Public Comment: Staff has received one comment about impacts to traffic along Deane Solomon, but not necessarily in opposition to the overall request. Staff received another inquiry about the development with concerns about how the development may impact the woods to the north of the Crystal Springs subdivision.

INFRASTRUCTURE:

Streets: The PZD shows connecting North Carnelian Lane and North Raven Lane through the site with a private street. This connection is shown to be 28-foot-wide back-of-curb to back-of-curb with 6-foot greenspace and 6-foot concrete sidewalk, in accordance with the City's Residential Link Master Street Plan. Review of the proposed streets for conformance with the City's Minimum Street Standards will be performed with development entitlement.

The applicant is proposing making all streets in the development private. Staff notes that private streets have historically been problematic in other parts of the city. There are many examples of private streets that are currently in poor shape due to lack of maintenance provided by an HOA or, even worse, in an area without any HOA. Salem Village and Stanwyk Drive are examples of these situations. This proposal is slightly different since they are not proposing to subdivide the property, however the applicant should be aware of the long-term cost to maintain this infrastructure.

The Master Street Plan shows a planned Residential Link going through the proposed site. The applicant will need to amend the Master Street Plan to address this change. However, a proposed private street in the development follows the Master Street Plan intent very closely. Based on this, and the concern about private streets, Engineering Staff would recommend maintaining the Master Street Plan connection through the site as a public street.

Water: There is an existing 8-inch water main running through the center of the property in north-south direction. In addition, there are two existing 8-inch water main connections on the south side of the subject property along North Carnelian Lane and North Raven Lane. The existing mains mentioned are available to service the development. The applicant is proposing an 8-inch water main to be extended through the site to provide domestic and fire service to the property. Further review and analysis will be done with an application for development.

Sewer: There is an existing 10-inch sewer main that runs north-south along the west side of the proposed development. The applicant is proposing an 8-inch sewer main extension throughout the site to provide service to the proposed units. The applicant must engage RJN, the contract engineer for the City's sewer model, to determine the existing downstream capacity of the sewer system and any necessary improvements that would be required for a specific development.

Drainage: Development on this site must meet the four Minimum Standards of Fayetteville's Drainage Criteria Manual for water quality, channel protection, overbank flood protection, and extreme flood protection. Review for conformance with these standards will be done with a development application.

Fire: Station 8, located at 2266 W Deane St., protects this site. The property is located approximately 1.3 miles from the fire station with an anticipated drive time of approximately 4.0 minutes using existing streets. The anticipated response time would be approximately 6.2 minutes. Fire Department response time is calculated based on the drive time plus 1 minute for dispatch and 1.2 minutes for turn-out time. Within the City Limits, the Fayetteville Fire Department has a response time goal of 6 minutes for an engine and 8 minutes for a ladder truck. Fire apparatus access and fire protection water supplies will be reviewed for compliance with the Arkansas Fire Prevention Code at the time of development. The Fayetteville Fire Marshals office will require all infrastructure for fire access and hydrants prior to any building being occupied by tenants. Projects with 30 or more buildings on one plot of land will trigger a minimum of two access points meeting code requirements.

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

Tree Preservation:

The proposed RPZD, Residential Planned Zoning District and the current zoning district, RSF-4, Residential Single-Family, Four Units per Acre, require **25% minimum canopy preservation.**

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

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

CITY PLAN 2040 INFILL MATRIX: City Plan 2040's Infill Matrix indicates a score range of **2-6** for this site with a weighted score of **6** at the highest level. Elements contributing to the highest score include the following:

- Adequate Fire Response (Station #8, 2266 W. Deane Street)
- Near Sewer Main (10-inch along west side of site)
- Near Water Main (8-inch along west side of site
- Near Public School (Holcomb Elementary)
- Near City Park (Underwood Park)
- Near Paved Trail (Clabber Creek Trail)

FINDINGS OF THE STAFF

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

Finding: ***Land Use Compatibility:*** **Staff finds that the proposed PZD is compatible with surrounding land uses. The overall zoning density allowances are effectively a downzoning from what could be built there currently under the CPZD district that in certain portions allows up to 24 units per acre of multi-family residential. To the south of the development is an established residential single-family subdivision with public streets that this development proposes to tie in to. The development proposes a density, building type, and use that is compatible with the surrounding areas. The main concern that staff has with the proposal is the applicant's request to install private streets throughout the development. Staff finds that this request runs counter to city goal 3 which states a preference for connected development, and potentially poses maintenance and upkeep issues in the long-term. Staff recommends a condition that connectivity through public streets be maintained to the subdivision to the south, and that the main north/south street throughout the development remain public to connect to the northeast section of the site.**

Land Use Plan Analysis: **Staff finds that the proposed PZD is aligned with several goals of City Plan 2040 since it would allow for appropriate infill development (Goal 1), and create opportunities for attainable housing (Goal 6) since the developer introduces a unique rental model for the City. The property has an infill score ranging between 2 to 6, which indicates that it is a suitable location for relatively low density development, which the applicant proposes. The developer's proposal to use only private streets does appear to run counter to City Goal 3, but if at least one main connection through the development can be dedicated as public street to avoid leapfrogging maintenance and public access, staff finds that the connectivity goal can be maintained.**

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

Finding: **While the proposed PZD aligns with several goals of City Plan 2040, its necessity is at the request of the developer. Without a unique zoning consideration, this development type would not be possible due to lot width and area requirements of the RSF-4 zoning district. Staff finds that the applicant's proposal is unique, and offers another opportunity for housing and is in line with the City's long-term land use plans for the area.**

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

Finding: **The PZD has the potential to increase traffic, though staff finds that when the neighborhood develops, the surrounding infrastructure can likely support it.**

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

Finding: **The proposed PZD has the potential to alter the population density but is not likely to do so in a way that undesirably increases the load on public services. Fayetteville Public Schools did not comment on this request.**

5. If there are reasons why the proposed zoning should not be approved in view of considerations under b (1) through (4) above, a determination as to whether the proposed zoning is justified and/or necessitated by peculiar circumstances such as:

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

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

Finding: N/A

§ 161.35. Planned Zoning Districts (PZD)

(B) *Purpose.* The intent of the Planned Zoning District is to permit and encourage comprehensively planned zoning and developments whose purpose is redevelopment, economic development, cultural enrichment or to provide a single-purpose or mixed-use planned development and to permit the concurrent processing of zoning and development. The City Council may consider any of the following factors in review of a Planned Zoning District application.
   (1) *Flexibility.* Providing for flexibility in the distribution of land uses, in the density of development and in other matters typically regulated in zoning districts.
   (2) *Compatibility.* Providing for compatibility with the surrounding land uses.
   (3) *Harmony.* Providing for an orderly and creative arrangement of land uses that are harmonious and beneficial to the community.
   (4) *Variety.* Providing for a variety of housing types, employment opportunities or commercial or industrial services, or any combination thereof, to achieve variety and integration of economic and redevelopment opportunities.
   (5) *No negative impact.* Does not have a negative effect upon the future development of the area;
   (6) *Coordination.* Permit coordination and planning of the land surrounding the PZD and cooperation between the city and private developers in the urbanization of new lands and in the renewal of existing deteriorating areas.
   (7) *Open space.* Provision of more usable and suitably located open space, recreation areas and other common facilities that would not otherwise be required under conventional land development regulations.
   (8) *Natural features.* Maximum enhancement and minimal disruption of existing natural features and amenities.
   (9) *Future Land Use Plan.* Comprehensive and innovative planning and design of mixed use yet harmonious developments consistent with the guiding policies of the Future Land Use Plan.
   (10) *Special Features.* Better utilization of sites characterized by special features of geographic location, topography, size or shape.
   (11) *Recognized zoning consideration.* Whether any other recognized zoning consideration would be violated in this PZD.

Findings: Staff finds that the proposed PZD meets several of the factors above, including flexibility by incorporating a new housing model, compatibility with the size and scale of the housing type and density being proposed, and harmony by preserving portions of the site as natural buffers. The proposal also sets aside more open space than would typically be required with a

traditional residential subdivision. While the developer intends to maintain and continue to hold the development in perpetuity, staff finds that providing one main public street through the development with public tie-ins to the subdivision to the south allows the City to maintain control of the public right-of-way and ensure consistent maintenance for the long-term future.

RECOMMENDATION: Staff recommends approval of **PZD-2025-0003**. Should the Planning Commission choose to forward it to the City Council, staff recommends the following conditions:

Conditions of Approval:

1. Proposed street tie-ins to the Crystal Springs subdivision, and one continuous connection to the development to the northeast must be dedicated as public right-of-way and built to City minimum street standards. Any variances to street classification will be evaluated with the large-scale development.

2. Parkland dedication must be reviewed by PRAB with the associated development;

3. Proposed fire apparatus access roads shall meet requirements as stated by all applicable fire codes.

Planning Commission Action:	☒ **Forwarded** with a recommendation of approval, with all conditions as recommended by staff.	❒ **Tabled**	❒ **Denied**
Meeting Date: August 11, 2025			
Motion: Garlock			
Second: Werner			
Vote: 6-0-1 (Cabe recused)			

BUDGET/STAFF IMPACT:
None

ATTACHMENTS:
- Urban Forestry Memo
- One Mile Map
- Close Up Map
- Current Land Use Map
- Future Land Use Map
- Applicant Request Letter
- PZD Booklet
- Public Comment
- Public access easement document with mark-ups

CITY OF FAYETTEVILLE ARKANSAS

Urban Forestry Memo

TO: Planning Commission

THRU: Jessie Masters, Planning Director

FROM: Bethany Douglas, Urban Forester

MEETING DATE: August 11, 2025

SUBJECT: **PZD-2025-0003: NEXT CHAPTER:** N. RAVEN LN - Submitted by CRAFTON TULL for property located on N. RAVEN LN. The property is zoned CPZD, COMMERCIAL PLANNED ZONING DISTRICT, and RSF-4, RESIDENTIAL SINGLE-FAMILY, FOUR UNITS PER ACRE and contains approximately 49.2 acres. The request is to rezone the property to a PLANNED ZONING DISTRICT. PP 285

RECOMMENDATION:
Urban Forestry Staff recommends conditional approval of PZD-2025-0003. The PZD booklet states that Chapter 167 Tree Preservation and Protection and Chapter 177 Landscape Regulations requirements will be met. The required minimum existing tree canopy coverage is 25% for PZDs, and the applicant states that estimated canopy cover on-site is currently 10.4%. Existing trees within Planning Area 1 will be removed and mitigated, whereas tree preservation will be prioritized in Planning Area 2. The applicant notes that the owner has given permission for mitigation trees to be planted offsite on the adjacent properties to the north and east if necessary.

The site abuts a dense grove of trees to the north on an adjacent CPZD property which the applicant intends to protect by providing a peripheral buffer in Planning Area 2. Additionally, the PZD booklet states that the riparian buffer in the northwest corner of the site will be preserved.

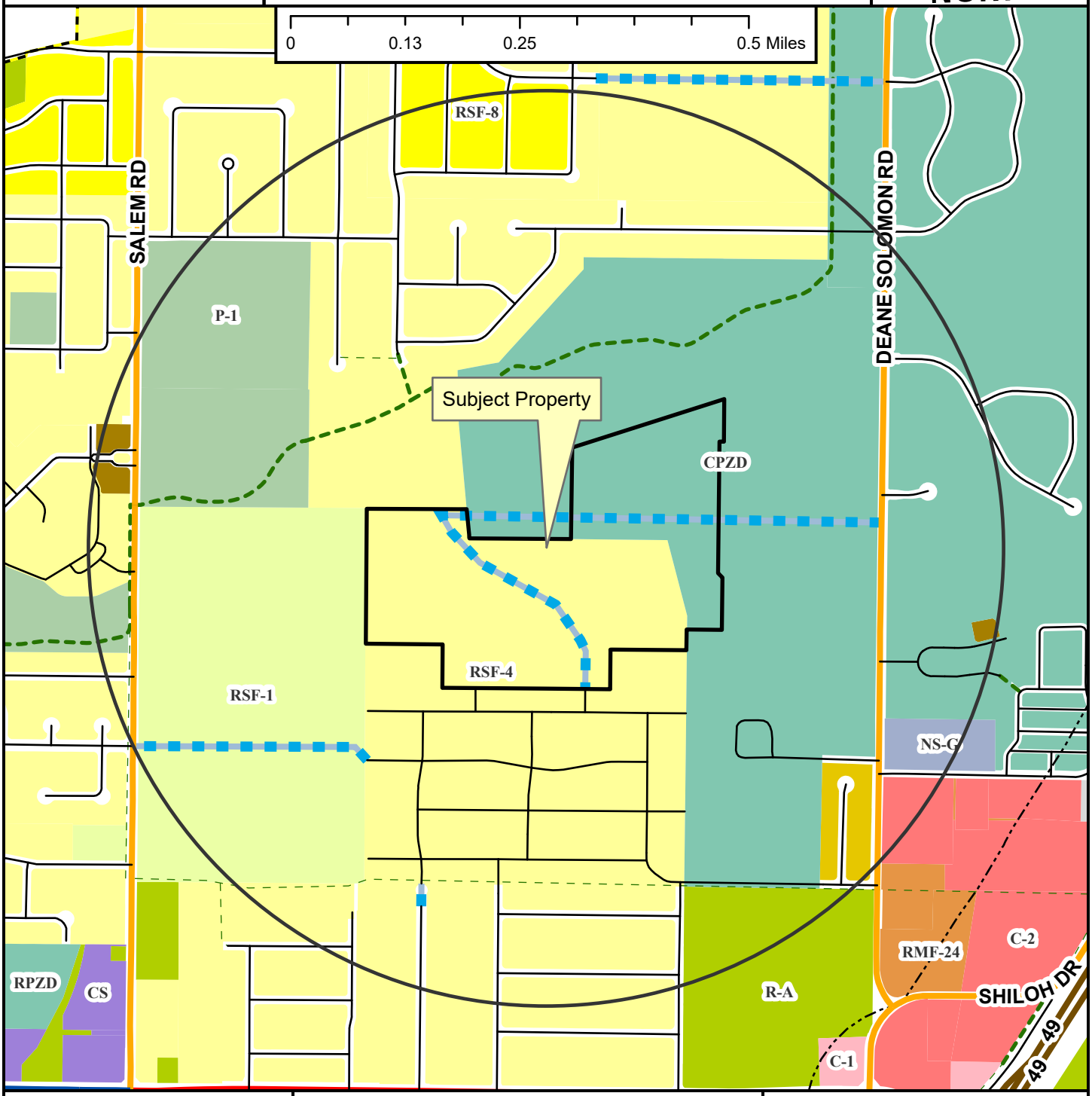
Urban forestry staff recommends that a buffer be provided adjacent to the tree preservation easement on parcel 765-16658-032, in addition to the other protections stated.

PZD-2025-0003

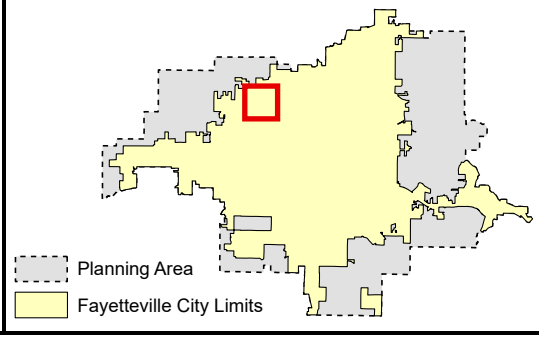
One Mile View

N. RAVEN LN

NORTH



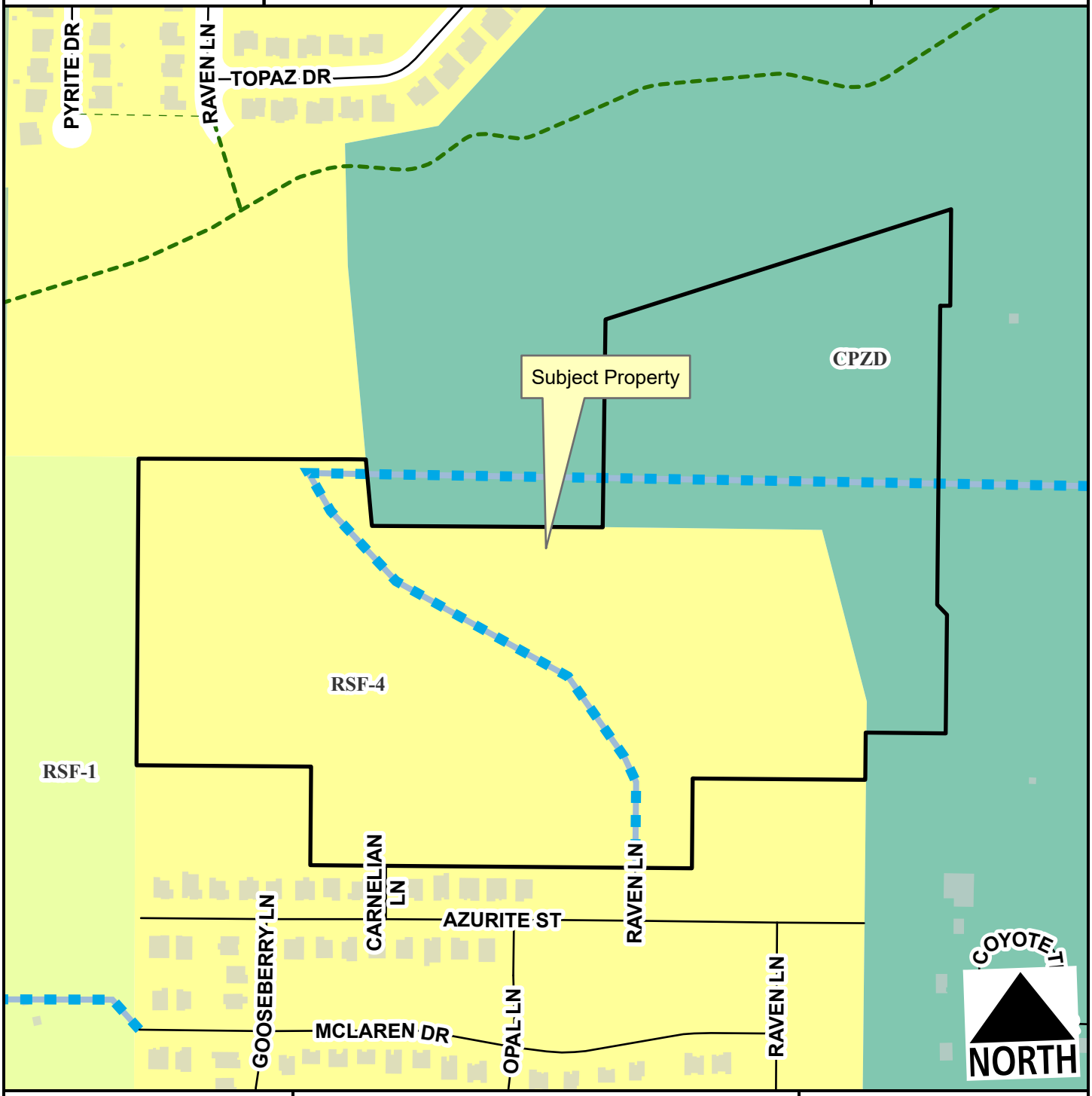
Regional Link
Neighborhood Link
Regional Link - High Activity
Freeway/Expressway
Unclassified
Alley
Residential Link
Planned Residential Link
Shared-Use Paved Trail
Trail (Proposed)
Design Overlay District
Fayetteville City Limits
Planning Area



PZD-2025-0003

Close Up View

N. RAVEN LN



- Unclassified
- Residential Link
- Planned Residential Link
- Planning Area
- Fayetteville City Limits
- Shared-Use Paved Trail
- Trail (Proposed)

Feet

0 135 270 540 810 1,080

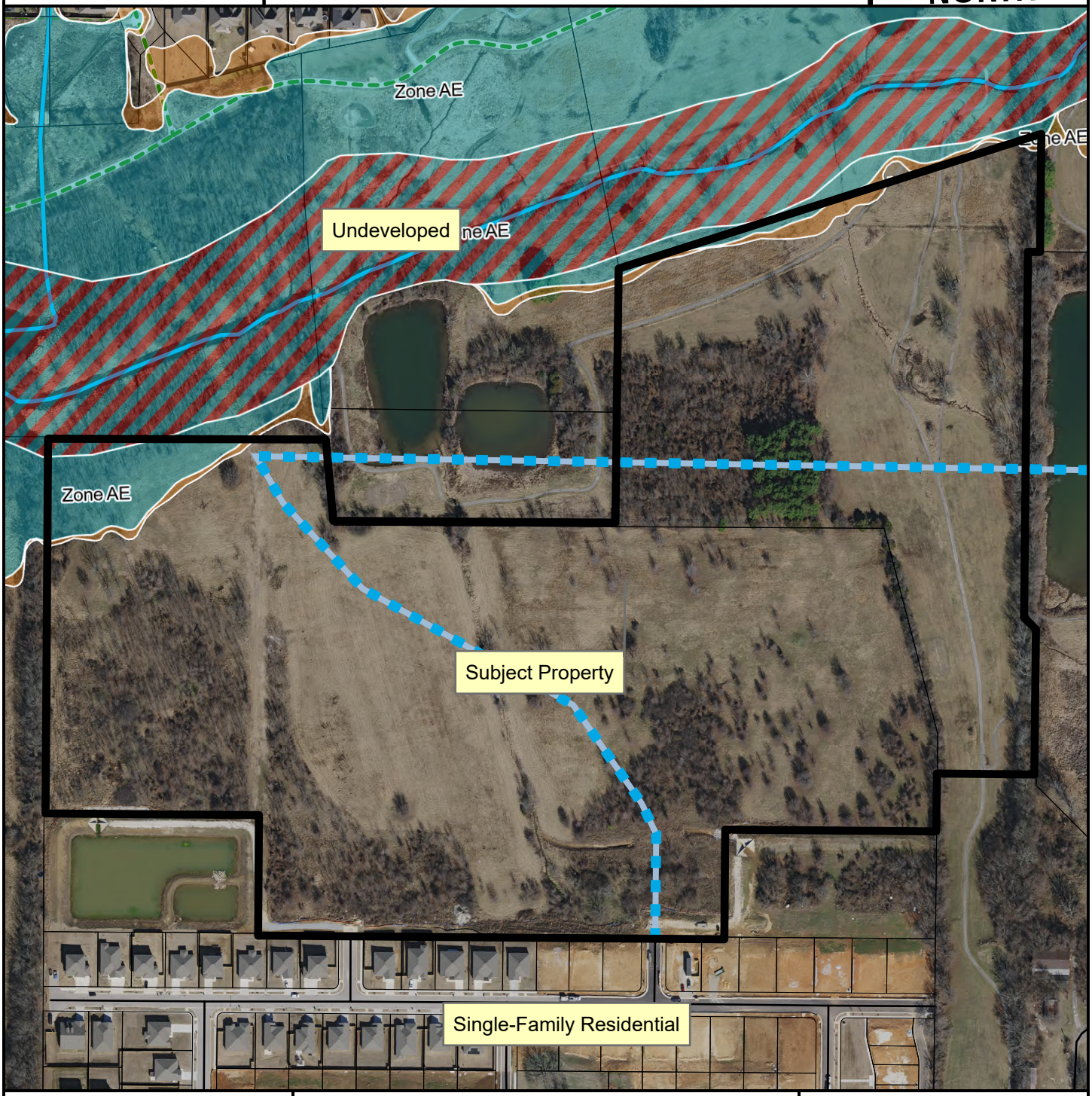
1:4,400

PZD-2025-0003

Current Land Use

N. RAVEN LN

NORTH



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

Feet

0 112.5 225 450 675 900

1:3,600

FEMA Flood Hazard Data

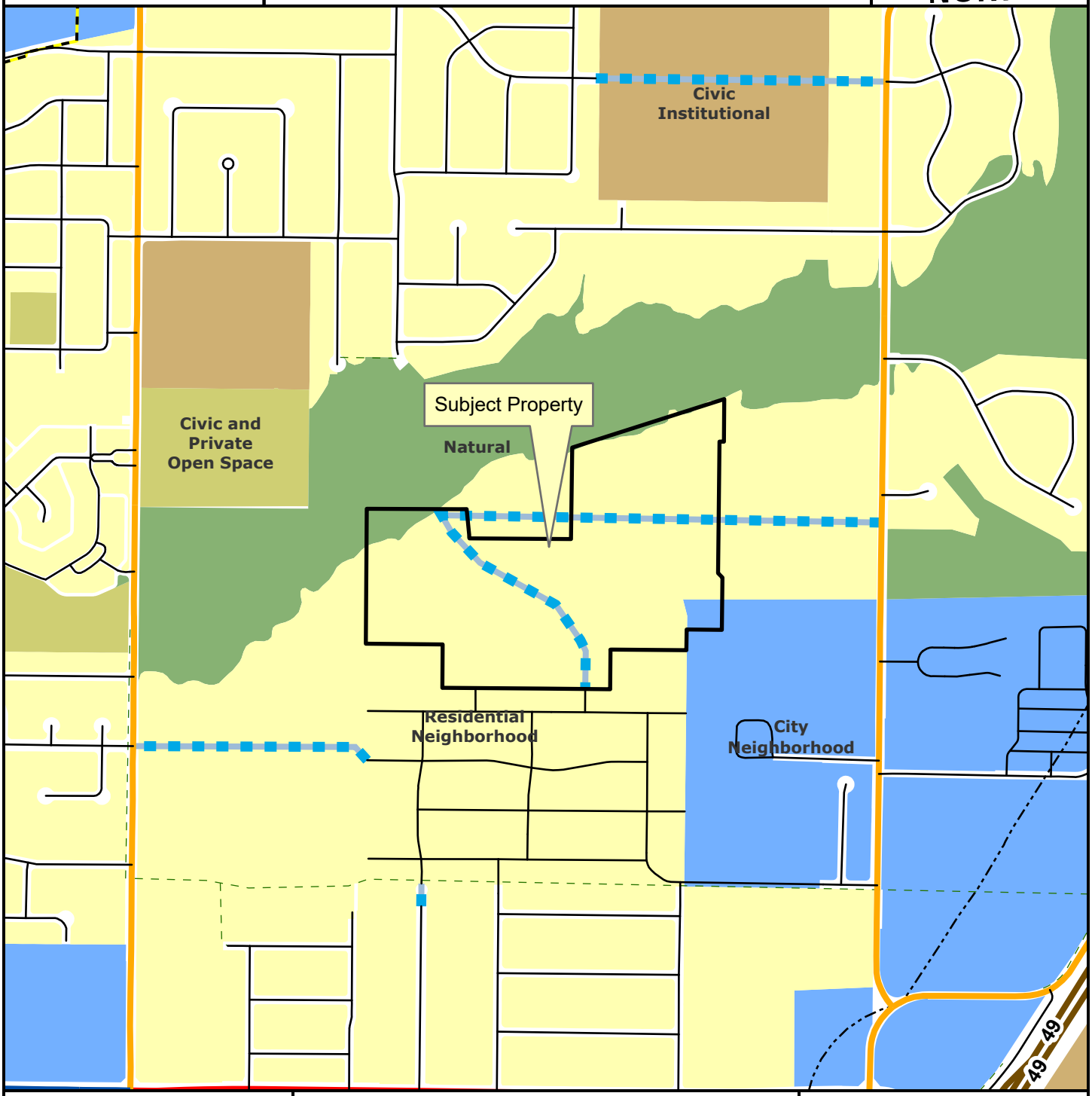
- 100-Year Floodplain
- Floodway

PZD-2025-0003

Future Land Use

N. RAVEN LN

NORTH



Regional Link
Neighborhood Link
Regional Link - High Activity
Freeway/Expressway
Unclassified
Alley
Residential Link
Planned Residential Link
Planning Area
Fayetteville City Limits
Trail (Proposed)
Design Overlay District

Feet

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

1:10,000

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

Crafton Tull
architecture | engineering | surveying

300 North College, Suite 317
Fayetteville, AR 72701
479.455.2207
craftontull.com

June 4th, 2025

City of Fayetteville
Attn: Planning Department
113 West Mountain St
Fayetteville, AR 72701

Re: Next Chapter PZD

City of Fayetteville Planning Staff,

The purpose of this correspondence is to describe the scope, nature and intent of the above referenced project.

The scope of the proposed development will consist of two planning areas: single-family detached homes and open green space. The nature of the development consists of single-family units that will be leased to tenants, with Next Chapter Holdings, LLC, or a subsidiary of, being the sole property owner. The property will not be parceled off into smaller, separate individual lots. This development will exist on a single 49.2-acre parcel of land, and the PZD herein sets a density requirement of 6 units/acre. The intent is to have an affordable, walkable, vibrant, sustainable, and medium-density neighborhood with useable common open space and a diverse array of housing types. The open space includes stormwater management and shared amenities such as a dog park, playgrounds, community garden, business center, fitness center, pool, and pickleball courts. There are a variety of unit types, ranging from 1-bed with 1 story to 4-bed with 2 stories. It should be noted, however, that the majority of the proposed units will be either 1 or 2 bedrooms.

Sincerely,

Trent Woessner, P.E.
Civil Project Engineer
Crafton Tull

July 23, 2025

NEXT CHAPTER PLANNED ZONING DISTRICT BOOKLET

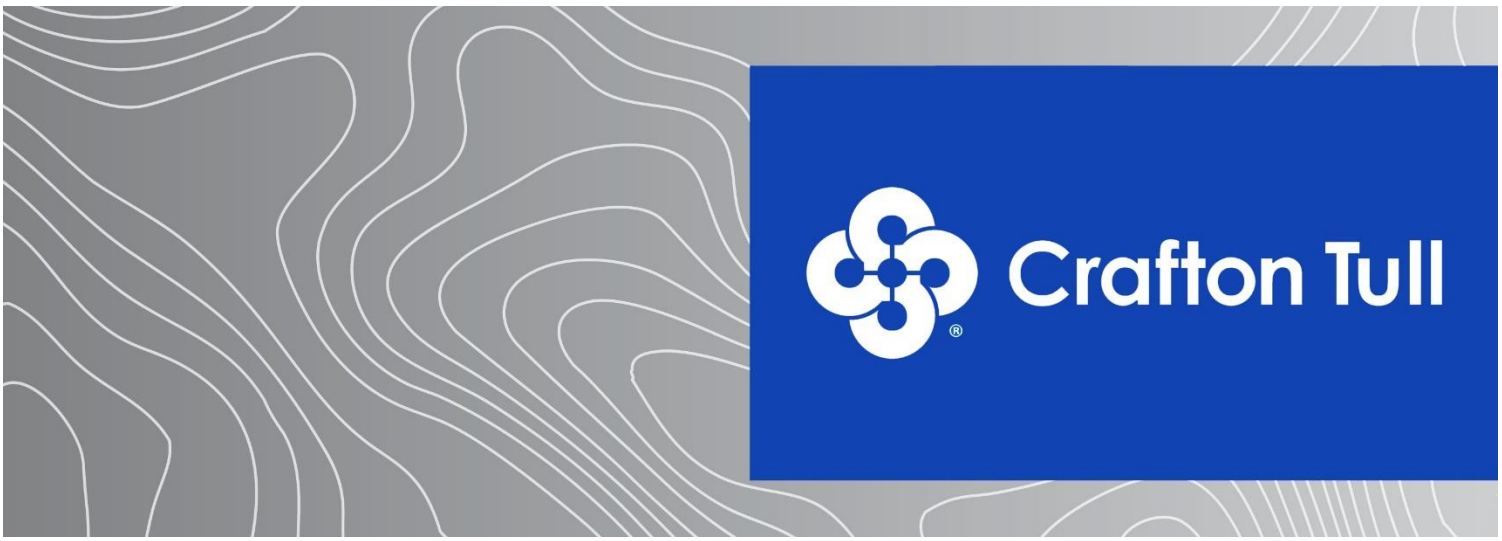
Submitted to:
City of Fayetteville
125 W. Mountain St
Fayetteville, AR 72701

Developer Pursuing PZD:
Next Chapter Holdings, LLC
2500 Trade Center Dr
Evans, GA 30809

Existing Owner of PIN 765-16658-050:
UNDERWOOD, CRAIG & LAURA REVOCABLE TRUST

Existing Owner of PIN 765-16658-022:
KTB LIMITED PARTNERSHIP

CT JOB NO. 25301700



Prepared by: Crafton Tull

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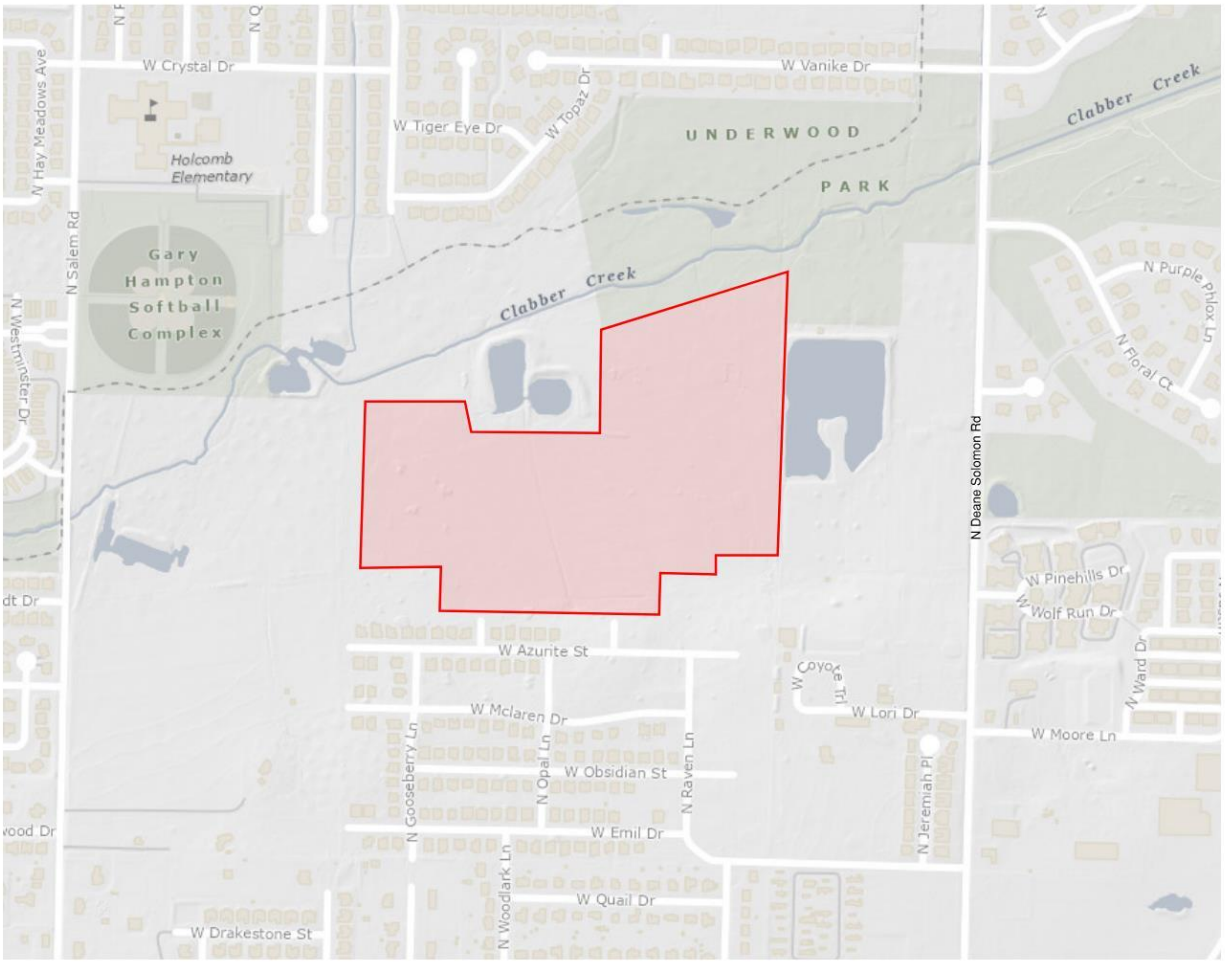
Exhibit E – Example Monument Sign

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A) Zoning Reversion:
It should be noted that the existing 16.1-acre commercial Underwood PZD property & 33.1-acre RSF-4 property shall both revert to their existing zoning if no action takes place within 2 years of the date of approval of this PZD.

B) Current Ownership:
The 49.2-acre property consists of two parcels: the 33.1-acre parcel is owned by UNDERWOOD, CRAIG & LAURA REVOCABLE TRUST, and the 16.1-acre parcel is owned by KTB LIMITED PARTNERSHIP. The developer pursuing the PZD is Next Chapter Holdings, LLC. Next Chapter Holdings, LLC has entered into a Purchase Agreement on both parcels from the current ownership.

All three parties are being represented by Crafton Tull & Associates. The site is located on Washington County Parcel Numbers 765-16658-050 and 765-16658-022. This location is south of Clabber Creek, west of N Deane Solomon Rd, and east of N Salem Rd. See vicinity map below for location:



C) Project Summary of Scope, Nature, & Intent:
The scope of the proposed development will consist of two planning areas: single-family detached homes and open green space. The nature of the development consists of single-family units that will be leased to tenants, with Next Chapter Holdings, LLC, or a subsidiary of, being the sole property owner. The property will not be parceled off into smaller, separate individual lots. This development will exist on a single 49.2-acre parcel of land, and the PZD herein sets a density requirement of 6 units/acre. The intent is to have an affordable, walkable, vibrant, sustainable, and medium-density neighborhood with

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useable common open space and a diverse array of housing types. The open space includes stormwater management and shared amenities such as a dog park, playgrounds, community garden, business center, fitness center, pool, and pickleball courts. There are a variety of unit types, ranging from 1-bed with 1 story to 4-bed with 2 stories. It should be noted, however, that the majority of the proposed units will be either 1 or 2 bedrooms.

D) General Project Concept:

1) Street & Lot Layout

The site will contain a network of internal streets that will all be publicly accessible via established public access easements. The site will connect to two existing residential link streets (N Carnelian Ln & N Raven Ln) and one neighborhood link street (N Deane Solomon Rd). All internal streets will be privately owned & maintained roads with 36' public access easements established over them, providing access to vehicles and pedestrians. The internal network of streets will be private and will generally conform to page 142 of the 2040 MSP Typical Residential Link section. Please see Exhibit C for the proposed modified residential link typical section.

If the internal network of streets were publicly dedicated residential links, then there would be a variety of challenges to accommodate Next Chapter's unique residential design product. The Next Chapter style, use, and model for distinct neighborhoods typically does not fit neatly into City of Fayetteville Unified Development Code or planning staff's traditional interpretation thereof. A Next Chapter Neighborhood was never intended to resemble or mimic a typical single-family, nor multi-family development. This is a new residential product type that has details and nuances that usually do not fit into one of these two traditional categories. One of the most critical design restrictions that would result from a publicly dedicated network of internal streets would be creation of internal right-of-way, or property lines. This would result in required front, side, and rear yard setbacks to be measured from the required dedicated right-of-way. The resulting spacing and design outcome would resemble a traditional for-sale single-family neighborhood. As previously stated, this design and layout does not fit the unique and relatively new residential product type model for a Next Chapter Neighborhood. Dedicating the required right-of-way for residential links would result in a variety of spacing and product challenges for a Next Chapter Neighborhood. The result of this would be a significant reduction in unit count, operational and ownership challenges, and a loss of intentional product aesthetic & design.

These are the primary reasons why Next Chapter is proposing these privately owned & maintained roads with public access easements granted over them. Next Chapter Holdings, LLC, or a subsidiary of, will pay for the full cost and lifetime maintenance of the streets, while still keeping them accessible to public..

The primary benefit to the City of Fayetteville is that Next Chapter Holdings, LLC, will provide the intended connectivity for pedestrians and vehicles, and the City won't have to pay for any lifetime maintenance or initial construction costs. Fayetteville taxpayers do not pay for the construction or maintenance of the road, and yet they are still able to utilize and access the streets & sidewalks, free of charge. This is typically viewed as favorable by local jurisdictions as Next Chapter Holdings, LLC, is highly incentivized to ensure the roads are kept up to high standards. If a high-quality product is not provided by the developer, which includes the streets & means of access, then the developer's business will suffer.

The technical design and physical construction of the streets will generally conform to the City Minimum Street Standards, 2020 edition. In addition to the connections at N Raven Ln & N Carnelian Ln, a third access point will be extended to the east through adjacent property with right-of-way dedication, eventually connecting to N Deane Solomon Rd. N Carnelian Ln & N Raven Ln will also continue through

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the Next Chapter development site in the form of privately owned and maintained roads with public access easements granted over it them. No alleys are proposed.

An amendment to the Master Street Plan will be submitted concurrently with this PZD because while the development is meeting the intent of the established Master Street Plan's inter-parcel connectivity requirements, the technical nature of the privately owned and maintained internal roads warrant a Master Street Plan Amendment to verify this. The intended connectivity discussed in the City Plan 2040 is provided on this site with vehicular and pedestrian access. Next Chapter proposes several pedestrian connections to the adjacent Underwood Park, which makes this development even more connected than typically found in other traditional single family or multi-family developments. Therefore, because we are meeting the connectivity goal of the City Plan 2040, we believe this amendment to the MSP is justified, and will not negatively impact the City but rather benefit the City with a privately funded street & sidewalk installation and life-long maintenance.

Next Chapter is proposing to add a condition that any approval of the MSP amendment is conditional upon the specific project moving forward and/or the public access easements being dedicated. If these conditions are not met, then any approved MSP amendment will revert back to the originally adopted MSP.

Each unit will be front-loaded, and all units will have their own garage. There are ample guest and overflow parking spaces provided evenly throughout the development. The table below shows the number of parking stalls broken down by unit type, row parking, and parking pods.

	Number of Units	Number of Parking Stalls
Units w/ 1-car Garage (each includes 1 garage and 1 driveway parking stall) (Cherry, Maple, Hamilton, Dearborn, Jennings)	204	408
Units w/ 2-car Garage (each includes 2 garage & 2 driveway stalls) (Warren, Spencer)	72	288
Row Parking along Street	N/A	77
Parking Pods	N/A	112
Total Parking Spaces		885
Total Unit Count		276
Average Parking Density per Unit (Spaces/Unit)	3.21	

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2) Site Plan Showing Proposed Improvements
A concept site plan is included in Exhibits B & C of this booklet.

3) Buffer Areas
There is one streamside buffer area located in the northwest corner of the development, where the Clabber Creek floodplain crosses the corner of the property.

4) Tree Preservation Areas
Tree preservation on site will be located along the existing utility easement that runs north/south across the property. Additionally, select trees can be preserved within each of the proposed stormwater management areas. Tree preservation requirements within the PZD will adhere to the 25% minimum canopy requirement as codified in the UDC Chapter 167. Tree preservation areas and the amount of canopy to be preserved will be noted on the development plans. Should the existing canopy on-site be less than this requirement, then this percentage will be either preserved or mitigated for, in accordance with UDC Chapter 167. Preliminary calculations show that 10.4% of the site has existing canopy. Existing Trees within Planning Area 1 will be removed and mitigated. Tree preservation will be a priority in Planning Area 2, with common spaces and drainage designed around preservation, pending any potential grading and earthwork constraints. Additionally, the existing Underwood ownership has given permission for mitigation trees to be planted offsite on their adjacent property to the north and east. This area has been dedicated as land for Underwood Park. The applicant will seek direction and approval from the City regarding the potential planting of any mitigation trees within this Underwood Park area.

5) Stormwater Detention Areas & Drainage
Stormwater facilities will likely include multiple detention ponds to be provided within the development, located on the downhill side along the northern property line and located in the centralized open spaces. Also, there are three adjacent existing wet detention ponds. The Underwoods ownership has granted permission for the proposed development to utilize these adjacent ponds for detention storage volume. The drainage report provided with future LSD submittal will further detail the proposed system and how it will convey stormwater. The report will also include the water quality features such as but not limited to: pervious pavers, bioswales, bioretention forebays, infiltration trenches, hydrodynamic separators, etc.

6) Undisturbed Natural Areas
The northwest corner of the site contains a riparian tree grove that will be preserved. Additionally, there is a dense tree grove in the center of the 16.1-acre commercial PZD property. Next Chapter Neighborhoods feels strongly that this grove should be preserved as much as possible, through open space in Planning Area 2.

7a) Existing & Proposed Utility Connections & Extensions (Sanitary Sewer)
Next Chapter Holdings, LLC, or a subsidiary of, will pay for the full cost to install the proposed public sanitary sewer main. The sewer main and all sewer services will be built to meet the City's Water and Sewer Standard Specifications, 2022 edition, as well as the latest version of the sanitary sewer details at the time of LSD permitting. The development's sanitary sewer main will drain from the east to west connecting to the existing 10" PVC sewer main that flows north out of the site at the intersection of 54th Street and Wedington. This existing main increases to 12" as it crosses Clabber Creek, then immediately ties into an existing 48" FRP sewer main. The City has indicated there is adequate capacity in the existing system, pending the submission of an on-site sewer capacity study.

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7b) Existing & Proposed Utility Connections & Extensions (Water)

Next Chapter Holdings, LLC, or a subsidiary of, will pay for the full cost to install the proposed public water main. The water main and all water services will be built to meet the City's Water and Sewer Standard Specifications, 2022 edition, as well as the latest version of the water details at the time of LSD permitting. The development's water main will be connected to the existing 8" main that runs north/south through the site and will also be connected to two existing fire hydrants. One of those hydrants is on the south side of the property at the N Raven Ln existing stub-out. The other hydrant is located on N Deane Solomon Rd, whose connection will require right-of-way dedication through adjacent properties. The City has indicated there is adequate pressure in the existing system, pending the submission of an on-site water distribution system study.

8) Development & Architectural Design Standards

Base architectural design standards for the homes will be similar in nature and character to those unit types attached in Exhibit D. These unit types highlight potential options for a medium density configuration, while also conveying materials and prominent features of potential housing within any future development. The developer may build different house plans if they generally conform to the material and roof form of the included drawings. The developer may elect to vary house exterior color. The unit designs do generally conform to the architectural design standards from UDC 166.23(D) but will have some slight variations. That is why we have included the homes in Exhibit D, for clarity and ease of reference.

E) Proposed Planning Areas:

Proposed planning areas for this development will include:

Planning Area 1 (Single Family Detached Homes) – This area will encompass any residential units, private streets, , parking pods, and uses where single family structures are proposed. This area will have a "build-to-zone", where the principal façade of the residential units shall be within 10-25ft of the outside edge of sidewalk for the units that are fronting streets.

Planning Area 2 (Non-Residential Uses) – This area will encompass all the detention, drainage features, natural green space areas, and the recreational & amenity features. The zoning district is designed to permit and encourage the minimum amount of development, protect natural features, and encompass all common and recreational areas for the development. Open space will be accessible for residents to use through a sidewalk network via the master street plan, such that residents can use common open space for outdoor and recreational uses.

F) Proposed Zoning Standards:

Planning Area 1 - Residential Zoning District:

(a) Permitted Use Units:
Unit 1: City-wide uses by right
Unit 8: Single-family dwellings
Unit 9: Two-Family Dwellings
Unit 10: Three (3) and Four (4) family dwellings
Unit 41: Accessory Dwelling Units
Unit 44: Cluster Housing Development
Unit 46: Short-term rentals (Type-1 Only)

b) Conditional Use Units:
Unit 2: City-wide uses by conditional use permit
Unit 3: Public protection and utility facilities
Unit 4: Cultural and recreational facilities

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Unit 26: Multi-family dwellings
Unit 46: Short-term rentals (Type-2 Only)

d) Residential Density and/or Nonresidential Intensity: 6 units/acre Maximum

Bulk and area regulations:
d) Lot width minimum: No Minimum
e) Lot area minimum: No Minimum
h) Height regulations: 2 stories
i) Building area: less than 35% of total property area (total = 49.2-ac). Minimum buildable private street frontage: 33% of envelope width (for only those units fronting Private Streets).

Site Planning:
j) Landscaping: Landscaping shall generally conform to Chapter 177 of the Unified Development Code.
k) Parking: Parking shall be associated with proposed use and will conform to Chapter 172 in the UDC. Guest and overflow parking spaces will be available throughout the development in parking pods and street-adjacent row parking, as shown in Exhibits B & C. It should be noted that on-street parallel parking will not be allowed. Parking pods of 5 spaces or greater will conform to UDC 177.04 Site Development and Parking Lot Landscape Standards. Resident parking spaces are provided for each unit in the form of garage and driveway spaces.
l) Architectural Design Standards: Base architectural design standards for homes are included in Exhibit D. Single-family homes shall be generally similar in nature and character to these plans and images as shown in Exhibit D.
m) Signage: Non-commercial signage shall be allowed under Chapter 174 of the UDC. No internally illuminated signs are allowed. However, monument signs at each entrance to the development will conform to the majority of the requirements in UDC 174.10(B). Each sign will be maximum 45 ft^2. Each sign will not be internally illuminated; however, external illumination with decorative or landscape lighting may be used.

Planning Area 2 – Non-residential Zoning District:
(a) Permitted Use Units:
Unit 1: City-wide uses by right
Unit 4: Cultural and recreational facilities

b) Conditional Use Units:
Unit 2: City-wide uses by conditional use permit
Unit 3: Public protection and utility facilities

c) Residential Density and/or Nonresidential Intensity: 0 units/acre Maximum

Bulk and area regulations:
d) Lot width minimum: None
e) Lot area minimum: None
h) Height regulations: 2 story maximum
i) Building area: None

Site Planning:
j) Landscaping: Landscaping shall generally conform with UDC Chapter 177.

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k) Parking: No parking is proposed in Planning Area 2, because all site parking is already provided in Planning Area 1.
l) Architectural Design Standards: Architectural design standards shall mimic building and development requirements within UDC for the amenity buildings.
m) Signage: Subdivision Entrance Signage is allowed within this Planning Area but shall be applied by separate permit. No other signs shall be allowed, except as approved by the Property Owner.

*By right, common mailbox units shall be allowed within Planning Area 2.

**Accessory uses shall mimic UDC 164.02, Accessory Structures and Uses.

G) Zoning Charts:

Planning Area 1 (Residential Zoning District):

Below is a chart comparing Planning Area 1 (Residential Zoning District) within this PZD versus City of Fayetteville current RSF-4 & Underwood Commercial PZD of the property:

Regulation	**EXISTING RSF-4**	**EXISTING Underwood Commercial PZD Planning Area 1**	**Proposed PZD Planning Area 1**
Permitted Uses	Units 1, 8, 41, 46	Units 1, 5, 8, 9, 12b, 13, 15, 25, 40, 41, 42, 44, 45	Units 1, 8, 9, 10, 41, 44, 46 (Type-1)
Conditional Uses	Units 2, 3, 4, 5, 9, 12a, 24, 36, 44	Units 2, 3, 4, 10, 11, 24, 26, 36	Units 2, 3, 4, 26, 46 (Type-2)
Front Setback	15'	15'	30’
Side Setback adjacent to Single & Two Family	5'	5'	30'
Side Setback Other Uses	5'	5'	30'
Rear Setback adjacent to Single Family	15'	15'	30'
Rear Setback Other Uses	15'	15'	30'
Density	4 units/acre	24 units/acre	6 units/acre
Min. Lot Width	70'	None	N/A
Min. Lot Area	8000 SF for Single-family dwellings, and 12,000 SF for Two (2) Family dwellings	6000 SF for Single-family, 6500 SF for Two (2) Family, 8000 SF for Three (3) or more family	N/A
Maximum Building Height	3 stories	5 stories	2 stories
Building Area	On any lot the area occupied by all buildings shall not exceed 40% of the total area of such lot. Accessory ground mounted solar energy systems shall not be considered buildings.	On any lot the area occupied by all buildings shall not exceed 60% of the total area of such lot. Accessory ground mounted solar energy systems shall not be considered buildings.	On the entire 49.2-acre subject property, the area occupied by all buildings shall not exceed 35% of the total 49.2-acre subject property area.
Parking Provided (Spaces per dwelling unit)	2	UDC Ch. 172 Parking & Loading	3.21
Tree Preservation Min. Canopy Preservation	25%	20%	25%

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*All setbacks are from the perimeter property line of the entire 49.2-acre site. There are no internal property lines to measure unit setbacks from. A 30’ building setback around the entire perimeter of the property is included.

Because there are no internal property lines to measure internal setbacks from and to provide clarity in comparison of, please see the additional table below which compares the physical unit separations to the existing zoning’s setbacks. Also, the proposed residential envelope’s minimum width & area are compared to the existing zoning’s minimum lot width & area. The applicant understands the nature of the internal design and layout of the development may be confusing – as there are no internal property lines to measure technical setbacks from – therefore the following additional table has been provided in hopes of clarifying the proposed internal building and unit spacing. These additional comparisons are intended to remove any doubt and show how the site’s internal layout will be regulated through the proposed PZD.

	Existing Comparable Internal Setback, Lot Area, or Lot Width		
Internal Unit Spacing/Size Regulation	Existing RSF-4	Existing Underwood Commercial PZD Planning Area 1	Proposed PZD Planning Area 1
Min. Front Separation	15'	15'	19' (to outside edge of sidewalk)
Min. Side Separation	5' setback (10’ between buildings)	5' setback (10’ between buildings)	5' setback (10’ between buildings)
Min. Rear Separation	15'	15'	10'
Min. Residential Envelope Width	70'	None	30' (to allow for Hamilton & Jennings units)
Min. Residential Envelope Area	8000 SF for Single-family dwellings, and 12,000 SF for Two (2) Family dwellings	6000 SF for Single-family, 6500 SF for Two (2) Family, 8000 SF for Three (3) or more family	1410 SF (to allow for most narrow envelope width (Hamilton & Jennings, 30') by shortest envelope depth, Maple (47’)

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Planning Area 2 (Non-residential Zoning District):

Below is a chart comparing Planning Area 2 (Non-residential Zoning District) within this PZD versus City of Fayetteville RSF-4 & Underwood Commercial PZD of the property:

Regulation	**RSF-4**	**Underwood Commercial PZD Planning Area 1**	**Proposed PZD Planning Area 2**
Permitted Uses	Units 1, 8, 41, 46	Units 1, 5, 8, 9, 12b, 13, 15, 25, 40, 41, 42, 44, 45	Units 1, 4
Conditional Uses	Units 2, 3, 4, 5, 9, 12a, 24, 36, 44	Units 2, 3, 4, 10, 11, 24, 26, 36	Units 2, 3
Front Setback	15'	15'	30'
Side Setback adjacent to Single & Two Family	5'	5'	30’
Side Setback Other Uses	5'	5'	30’
Rear Setback adjacent to Single Family	15'	15'	30’
Rear Setback Other Uses	15'	15'	30’
Density	4 units/acre	24 units/acre	0 units/acre
Min. Lot Width	70'	None	None
Min. Lot Area	8000 ft^2 for Single-family dwellings, and 12,000 ft^2 for Two (2) Family dwellings	6000 ft^2 for Single-family, 6500 ft^2 for Two (2) Family, 8000 ft^2 for Three (3) or more family	None
Maximum Building Height	3 stories	5 stories	2 stories
Building Area	On any lot the area occupied by all buildings shall not exceed 40% of the total area of such lot. Accessory ground mounted solar energy systems shall not be considered buildings.	On any lot the area occupied by all buildings shall not exceed 60% of the total area of such lot. Accessory ground mounted solar energy systems shall not be considered buildings.	None

**By right, common mailbox units shall be allowed within Planning Area 2.

***Accessory uses shall mimic UDC 164.02, Accessory Structures and Uses.

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H) Analysis of Site Characteristics:
The 49.2-acre site is primarily grass with dense tree canopy in three areas: west side, south property line, and center/north area of the site. The eastern parcel of the site was previously apart of the old Razorback Golf Course. The western parcel of the site was previously used for hay harvesting. This site is generally sloped from south to north with ~5% slope along the southern boundary and ~1-2% slope in the center and north areas of the site as you approach Clabber Creek.

There are three point discharge locations where offsite stormwater flows onto the site, and travels through the site in a channelized condition. Each of these locations will be captured and conveyed to the proposed detention areas. Additionally, the Underwoods ownership has granted permission for the proposed development to use the existing wet ponds, adjacent to the north and east, for detention volume, if needed.

A flood study (No Adverse Impact Letter & Analysis) and wetland delineation study will provided upon first LSD submittal, as required by the City of Fayetteville engineering department. City GIS mapping shows most of the site contains hydric soils. The Master Plan in Exhibit C shows preservation of potential WOTUS wetland and channel areas, and the maximum disturbance to the WOTUS will be less than 0.5-acres to stay within USACE Nationwide Permitting requirements and therefore not trigger a USACE Individual Permit. The 100-yr floodplain crosses the northwest corner of the site. There are no known manmade hazards.

I) Recreational Facilities:
The future development of this property will have open space pockets that are a central design feature. The open spaces will have pedestrian access from all directions with an inner sidewalk and/or soft surface trail. The recreational facilities within these open spaces includes the following but is not limited to: dog park, community garden, internet café, business center, fitness center, pool, and pickleball courts. A walking trail network throughout the internal greenspace will be provided, and the network will connect pedestrian access to the adjacent Underwood Park at multiple locations along the subject property boundary. See Overall Site Plan included in Exhibit C, which shows an aerial view of the site and the adjacent trail system for Underwood Park and Clabber Creek multi-use trail.

J) Reason for Rezone Request:
The portion of the subject property currently zoned RSF-4 allows for 1-4 single family dwellings with a density of up to 4 units per acre and minimum lot width of 70’. The portion of the subject property currently zoned Commercial PZD, per the Underwood Development PZD approved booklet, allows 24 units per acre, per Ordinance 6334.
Due to the developer’s desire to create a more compact, walkable, open-space driven design, the developer is requesting a PZD that allows for unique character of the proposed development. It should be noted that the density being requested of 6 units/acre over the entire property in question will result in the reduction of 223 total units across the existing two properties (see section K, below). The concept site plan, as shown in Exhibits B & C of this booklet, is based on 32’ wide envelopes, but allows the developer to create bigger or smaller envelopes, depending on their preference at the time of development. However, the minimum spacing between single family structures shall always remain at 10’ minimum. A Planned Zoning District (PZD) was the method chosen to do this for one reason.

1. Other base zoning classifications could’ve been requested, but due to the unique character & nature of the development, it would result in assortment of variances and deviations. This is why the developer has proposed a Planned Zoning District which allows for single family detached rental units with a zoning density of no more than 6 units per acre. Other zoning

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districts (Multi-Family, Community Services, Residential Intermediate-Urban, etc) could allow for a similar flexibility to what is being proposed here, but not without it seeming like the developer was building multi-family apartments or an overly dense development. This is not their desire nor how they wish for the public, Commission, or Council to see this request as. It is their intent to build smaller single family detached rental units with a zoning density of no more than 6 units per acre.

K) Relation to Existing and Surrounding Properties:
Crystal Springs subdivision to the south is zoned RSF-4, allowing 4 units/acre. The Underwood Commercial PZD to the east allows 24 units/acre. The undeveloped parcel to the west is zoned RSF-1, allowing 1 unit/acre. The subdivisions surrounding Holcomb Elementary to the north are a mix of RSF-4 and RSF-8, allowing at most 8 units/acre. This development, being medium density residential at 6 units/acre, will serve as a transitional use between surrounding neighborhoods while still conforming to the general residential uses within the area. The existing RS-4 zoning on the 33.1 acre parcel currently allows for 132 units to be developed. The existing PZD zoning on the 16.1 acre parcel currently allows for 386 units to be developed. The total number of units allowed by-right as an aggregate on both of the existing parcels is 518 units. The Next Chapter Development proposal would reduce the total allowed unit count to 295 units – or a reduction of 223 units.

This development will have street connections to the south on N Carnelian Ln & N Raven Ln, which are existing stub outs for the Crystal Springs subdivision. This development will also connect to N Deane Solomon Rd to the east via right-of-way dedication through adjacent properties. Traffic within this development will have egress/ingress from N Carnelian Ln, N Raven Ln, & N Deane Solomon Rd.
All signage shall mimic UDC Chapter 174. At least 2 monument signs will be constructed for the neighborhood entrances. Non-commercial signage shall be allowed under Chapter 174 of the UDC. No illuminated signs are allowed. The maximum surface area for each monument sign shall not exceed 45 square feet, see Exhibit E for an example monument sign of this display size.

L) Compliance with Fayetteville's Comprehensive Land Use Plan.
Fayetteville's Future Land Use Plan calls this area to be Residential Neighborhood, which offers a wide variety of housing types, with highly connected, compact blocks with gridded street patterns. This Planned Zoning District is in compliance with that, as it allows a wide variety of single-family housing units with no minimum lot width or size. Two to four family dwellings are also allowed with this Planned Zoning District. This development is connected to the existing subdivision to the south and to the future mixed-use development to the east for the Underwood Commercial PZD, as well as internally, with the open space being a central focal point.

Below are the six 2040 City Plan goals and how this development aligns with them:

<u>Goal 1: We will make appropriate infill and revitalization our highest priority.</u>
This site is an infill project, between two existing residential developments. This project connects vehicles and pedestrians throughout this area in a logical and concise manner. Single-family residential use on this site compliments the context and character of the existing neighborhood to the south of the site, while obtaining the density needed to promote affordable housing in the region.

<u>Goal 2: We will discourage suburban sprawl.</u>
This development would not be considered suburban sprawl having high and medium density neighborhoods surrounding it. This development connects the two existing developments, extends

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vehicular and pedestrian access through this site and surrounding sites to local parks and amenities (i.e. Underwood Park, Gary Hampton Softball Complex, Wilson Springs Preserve, Holcomb Elementary). This Planned Zoning District has a density that is less than the future Commercial PZD 24 units/acre density, while also being a concise development which minimizes public street construction and centers on an internal open space for residents to enjoy.

Goal 3: We will make traditional town form the standard.
This development meets this goal by being a compact and dense subdivision thus being able to preserve open space and trees, having interconnected streets and sidewalks, and minimizing the unit's front façade separation from the sidewalk, while still providing one parking stall in each driveway. This will keep the units close to the street to mimic traditional town form.

Goal 4: We will grow a livable transportation network.
This development will promote walkability and bicycling by having interconnected tree-lined streets, and sidewalks. Fayetteville's Clabber Creek trail is adjacent to this development, just north of Clabber Creek. The existing Underwood Park is directly adjacent to the northeast. Residents of this development will be able to access the Underwood Park trail system at multiple locations around the eastern, northern, and southern perimeters of the site. The students and faculty of Holcomb Elementary and any citizen who uses the Gary Hampton Softball complex for sports can use the Clabber Creek multi-use trail and/or public sidewalk network to access their home in this proposed development. If public transportation decides to extend west, this development will provide connection with surrounding neighborhoods thus making bus stops more accessible.

The City Plan 2040 clearly states a plan to create compact, complete, and connected development. These privately owned & maintained streets with public access easements dedicated over them will meet that plan for the following reasons:

1. Streets will provide legally established public access through the site from southern adjacent parcel to eastern adjacent parcel.
2. Pedestrians will have multiple direct access points to the adjacent Underwood Park trail system.
3. Pedestrians have less than 0.20 miles access from site to the Clabber Creek multi-use paved trail to the north.

Goal 5: We will assemble an enduring green network.
This development will meet this goal by preserving trees and open space. Streamside protection measures will be along Clabber Creek at the northwestern corner of the property. Additionally, the proposed development will consist of tree-lined streets, interconnected sidewalks, and will connect to the Clabber Creek multi-use trail and Wilson Springs Preserve, which are both adjacent to the development.

Goal 6: We will create opportunities for attainable housing:
This goal will be met the developer providing a mixture of housing sizes and unit types. This mixture will allow some of the homes to be more affordable than the average single-family dwelling. Additionally, the homes will be rental units and therefore more financially attainable than the average single family private lot.

M) Traffic Study
A Traffic Impact Analysis study has been prepared for the site, dated June 2025. The study was prepared by Traffic Engineering Consultants, Inc., which concluded that "*no traffic control or geometric roadway*

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improvements are necessary as a result of the proposed site traffic to continue operating at acceptable levels-of-service both now and in the future".

N) Impact of City Services

An 8" proposed water main will be extended throughout the site to serve all residential units, and will connect to the existing 8" water main. An 8" gravity sanitary sewer main will be extended throughout the site to serve all residential units. The internal gravity main network will drain into the existing 10" PVC sewer main, which increases to 12" as it flows north and crosses Clabber Creek. Initial discussions with city staff stated sanitary sewer capacity, water pressures and flows should not be a concern, as long as on-site water pressure and sanitary sewer capacity studies are provided at the time of LSD submittal.

Emergency services, police and fire, will be able to serve houses by the streets throughout the development. The proposed site's access separation distance, per 2021 Arkansas Fire Code, Appendix D, Section D104.3, is at least half the longest diagonal distance of the site. The longest diagonal distance, from NE corner to SW corner of the site, is approximately 2,500 feet (thus required minimum separation distance is 1,250 feet). The two proposed N. Raven Ln access points on site are separated by approximately 1,682 feet. At the time of LSD submittal, the site's phasing plan will make sure to include both N. Raven Lane access points within Phase 1, to ensure the minimum separation distance is met.

Fire hydrants will be installed strategically throughout the development and the streets will have 26' width required for a fire truck, or a bump-out fire apparatus access pad at each hydrant location if the street is less than 26' wide from face of curb to face of curb. As drawn in Exhibit C, the width of the roads is 27' FC to FC and 28' BOC to BOC. The City's commercial trash & recycling truck program will pick up the waste weekly from each unit.

O) Conceptual Description of Development Standards

The proposed PZD will set forth development standards and conditions aimed at encouraging harmonious development, ensuring continuity in development, enhancing the appeal and practicality of the area as a residential space, overall, elevating the community.

1) Screening and Landscaping:

Landscaping for this development will generally conform with UDC Chapter 177. Residential units shall have a consistent foundation and high-quality design at the front of the house and throughout the development. Native material and high-quality design are encouraged for new construction of homes. A basic landscape plan will be submitted with building elevations and floor plans. There will be no vegetative screening between the units; however, the entire perimeter of the site will have a landscaped screening buffer within the 30' building setback.

2) Traffic and Circulation:

This development will provide connectivity for surrounding neighborhoods and create another route of egress/ingress thus alleviating traffic congestion within existing subdivisions. The internal streets will be privately owned & maintained with public access easements dedicated over them. The private streets require an amendment to the Master Street Plan, to be submitted concurrently with this PZD. However, right-of-way will be dedicated for the portion of N Raven Ln that crosses adjacent properties to the northeast, connecting to N Deane Solomon Rd.

3) Parking Standards:

Parking standards will meet City of Fayetteville Minimum Street Standards where on-street parking and parking spaces are to be proposed. Parking will be available in garages and driveways at each residence

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as well as on-street and within parking pods, where allowed by this planned zoning district and the master street plan. See the parking count and breakdown by unit type, in Exhibits B & C. There are approximately 3.21 parking spaces per unit.

4) Perimeter Treatment:
This development is compatible with adjacent developments and proposes to meet the future land use map. The perimeter treatment will be a 30' building setback.

5) Sidewalks:
Sidewalks will be provided throughout the development and along Residential Link Private Streets. These will connect to the adjacent Underwood Park walking trails and the internal greenspace trails.

6) Streetlights:
Streetlights shall be of a uniform type throughout the development. All streetlights shall be full cut-off fixtures and a lighting system shall appropriately light all public areas. All streetlights shall be per Ozark Electric cooperative and meet UDC code 166.04(B)(3)(g).

7) Water:
Water mains and services shall be provided for each dwelling and residence. Water mains shall be per Fayetteville 2022 Water and Sewer Specifications, utilizing an 8" AWWA C900 PVC, DR14 material. Water services shall follow these same specifications for meters and service lines.

8) Sewer:
Sewer services shall be provided for all dwellings and buildings. Sewer mains shall be per Fayetteville 2022 Water and Sewer Specifications, utilizing an 8" PVC SDR 26. Sewer services shall follow these same specifications for any meters and service lines.

9) Street and Drainage:
The technical design and physical construction of the streets will generally conform to the City Minimum Street Standards, 2020 edition. The streets will be privately owned & maintained with public access easements dedicated over them. Please see Exhibit C for the proposed modified residential link typical section. Street design shall be reviewed by the Engineering department of the City of Fayetteville. Drainage and storm design will be provided with a drainage report at time of LSD submittal. This report will comply with all minimum standards 1-4 of the City's Drainage Criteria Manual. Detention volume will be located on-site, as well as within existing adjacent wet ponds. Water quality features such as bioretention cells, bioswales, and pervious pavers will filter and treat the stormwater before entering the detention system. Drainage and storm design will be reviewed by the Engineering Department of the City of Fayetteville.

10) Construction of Nonresidential Facilities:
Non-residential facilities are not proposed within this development apart from the leasing office building and park bathroom located in the Planning Area 2 open space.

11) Tree Preservation:
Tree preservation plans and landscape plans will be required and submitted once development begins on a Large Scale Development application and development plan is submitted. The intent is to preserve as many trees as possible in Planning Area 2. Planning Area 1 will have no preservation. Mitigation will be shown in Planning Area 2. Per UDC 167, the existing canopy percentage will be preserved as much as possible, and the remaining percentage will be mitigated for on and/or off-site.

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12) Architectural design standards:
Architectural design standards have been attached to this application as Exhibit D. Residential buildings must be consistent with the style and look of examples set in Exhibit D. Houses may be larger or smaller, but will have the same general look as attached in Exhibit D. The units are designed to meet the majority of the Architectural Design Standards from UDC 166.23 (D).

13) Lot Design Standards:
For all units, the façade facing the street has clearly defined front door and windows. For facades that front more than one street, only one façade is required to have a front door and window. The garage opening widths are less than 50% of the principal façade length, unless the house has a second story with windows facing the street (i.e. Hamilton, Jennings unit types).

13) Propose signage:
The developer intends to build one monument sign at each of the entrances to the neighborhood. This is allowable by right in Planning Area 2, as is the common mailbox unit. Each sign will be maximum 45 ft^2. Each sign will not be internally illuminated; however, external illumination with decorative or landscape lighting may be used. Each monument sign will generally conform to UDC 174.10(B).

14) View Protection:
View protection shall be considered if any proposed work is to occur outside the scope of the proposed PZD and its master plan.

15) Covenants, trust, and homeowner association:
There will be no homeowner's or property owner's association with this development. The property will be owned, maintained, and managed by one entity, Next Chapter Holdings, LLC, or a subsidiary of. A full time maintenance & leasing staff will be present on the property.

P) PZD Intent/Purpose
The intent of this Proposed PZD is to create and expand the City Residential Neighborhood Area as outlined in the City of Fayetteville's 2040 Land Use Plan. The proposed PZD wishes to expand the existing infrastructure, while creating a livable, harmonious, and vibrant community compatible to surrounding uses.

Q) Legal Description
Planning Area 1 & 2:
LOT 4, AS PER PLAT RECORD 024A-00000298 IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS, BEING PART OF THE SE 1/4 OF THE NE 1/4 AND THE N 1/2 OF THE SE 1/4 OF SECTION 32, TOWNSHIP 17 NORTH, RANGE 30 WEST, WASHINGTON COUNTY ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SE 1/4 OF THE SE 1/4 OF SAID SECTION 32;
THENCE N87°16'59"W 782.21 FEET;
THENCE N02°38'01"E 1483.34 FEET TO THE POINT OF BEGINNING, SAID POINT BEING THE SOUTHWEST CORNER OF SAID LOT 4;
THENCE ALONG THE WEST LINE THEREOF THE FOLLOWING FOUR COURSES:
THENCE N02°38'01"E 76.97 FEET;
THENCE N12°18'05"W 449.85 FEET;
THENCE N87°14'42"W 556.89 FEET;
THENCE N02°45'14"E 527.06 FEET TO THE NORTHWEST CORNER OF SAID LOT 4;

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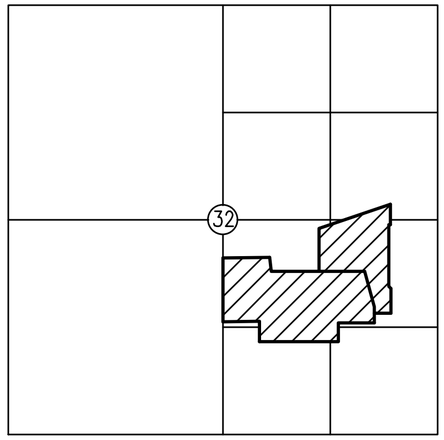
THENCE ALONG THE NORTH LINE THEREOF N74°18'30"E 920.33 FEET TO THE NORTHEAST CORNER OF SAID LOT 4;
THENCE ALONG THE EAST LINE THEREOF THE FOLLOWING FIVE COURSES:
THENCE S02°36'38"W 245.00 FEET;
THENCE N87°23'22"W 25.00 FEET;
THENCE S02°36'38"W 758.10 FEET;
THENCE S42°23'22"E 35.36 FEET;
THENCE S02°36'38"W 301.04 FEET TO THE SOUTHEAST CORNER OF SAID LOT 4;
THENCE ALONG THE SOUTH LINE THEREOF N87°23'22"W 202.48 FEET TO THE POINT OF BEGINNING, CONTAINING 16.01 ACRES, MORE OR LESS AND SUBJECT TO ANY AND ALL EASEMENTS OF RECORD OR FACT.

ALSO

PART OF THE SE 1/4 OF SECTION 32, TOWNSHIP 17 NORTH, RANGE 30 WEST, WASHINGTON COUNTY ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SW 1/4 OF THE SE 1/4 OF SAID SECTION 32;
N02°23'27"E 1381.39 FEET TO THE POINT OF BEGINNING;
THENCE N02°23'27"E 777.29 FEET;
THENCE S87°48'23"E 576.12 FEET;
THENCE S03°18'06"E 169.29 FEET;
THENCE S87°14'42"E 1141.88 FEET;
THENCE S12°18'05"E 449.85 FEET;
THENCE S02°38'01"W 193.06 FEET;
THENCE N87°32'17"W 437.69 FEET;
THENCE S02°27'43"W 227.74 FEET;
THENCE N87°32'06"W 967.49 FEET;
THENCE N02°27'54"E 250.00 FEET;
THENCE N87°32'06"W 442.90 FEET TO THE POINT OF BEGINNING, CONTAINING 33.31 ACRES, MORE OR LESS AND SUBJECT TO ANY AND ALL EASEMENTS OF RECORD OR FACT.

EXHIBIT A
COVER SHEET/SURVEY



T-16-N R-30-W

DEED DESCRIPTION (DEED 2021-00013842):

PART OF THE NW 1/2 OF THE SE 1/4 OF SECTION 32, ALL IN TOWNSHIP 17 NORTH, RANGE 30 WEST, WASHINGTON COUNTY ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 32;
THENCE NORTH 87°16'59" WEST A DISTANCE OF 782.21 FEET TO THE EAST LINE OF CRYSTAL SPRINGS SUBDIVISION.
THENCE ALONG SAID NORTH LINE NORTH 02°38'01" EAST A DISTANCE OF 1,483.34 FEET TO THE POINT OF BEGINNING.
THENCE ALONG THE WEST LINE THEREOF THE FOLLOWING FOUR COURSES:
THENCE NORTH 2°38'01" EAST A DISTANCE OF 76.97 FEET;
THENCE NORTH 12°18'05" WEST A DISTANCE OF 449.85 FEET;
THENCE NORTH 87°14'42" WEST A DISTANCE OF 556.89 FEET;
THENCE NORTH 02°45'14" EAST A DISTANCE OF 527.06 FEET;
THENCE NORTH 74°18'30" EAST A DISTANCE OF 920.33 FEET;
THENCE SOUTH 2°36'38"WEST A DISTANCE OF 245.00 FEET;
THENCE NORTH 87°23'22"WEST A DISTANCE OF 25.00 FEET;
THENCE SOUTH 2°36'38"WEST A DISTANCE OF 758.10 FEET;
THENCE SOUTH 42°23'22"EAST A DISTANCE OF 35.36 FEET;
THENCE SOUTH 2°36'38"WEST A DISTANCE OF 301.04 FEET TO THE SOUTHEAST CORNER OF SAID LOT 4;
THENCE ALONG THE SOUTH LINE THEREOF NORTH 87°23'22" WEST A DISTANCE OF 202.48 FEET TO THE POINT OF BEGINNING, CONTAINING 16.01 ACRES, MORE OR LESS AND SUBJECT TO ANY EASEMENTS OF RECORD OR FACT.

DEED DESCRIPTION (DEED 2020-00021939):

PART OF THE SE 1/4 OF SECTION 32, TOWNSHIP 17 NORTH, RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 32;
THENCE N02°23'27"E 1381.39 FEET TO THE POINT OF BEGINNING;
THENCE N02°23'27"E A DISTANCE OF 777.29 FEET;
THENCE S87°48'23"E A DISTANCE OF 576.11 FEET;
THENCE S03°18'06"E A DISTANCE OF 169.29 FEET;
THENCE S87°14'42"E A DISTANCE OF 1141.88 FEET;
THENCE S12°18'05"E A DISTANCE OF 449.85 FEET;
THENCE S02°38'01"W A DISTANCE OF 193.06 FEET;
THENCE N87°32'17"W A DISTANCE OF 437.69 FEET;
THENCE S02°27'43"W 227.74 FEET;
THENCE N87°32'06"W A DISTANCE OF 967.49 FEET;
THENCE N02°27'54"E A DISTANCE OF 250.00 FEET;
THENCE N87°32'06"W A DISTANCE OF 442.90 FEET TO THE POINT OF BEGINNING, CONTAINING 33.31 ACRES, MORE OR LESS. SUBJECT TO ANY EASEMENTS OF RECORD OR FACT.

SURVEY DESCRIPTION:

LOT 4, AS PER PLAT RECORD 024A-00000298 IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS, BEING PART OF THE SE 1/4 OF THE NE 1/4 AND THE N 1/2 OF THE SE 1/4 OF SECTION 32, TOWNSHIP 17 NORTH, RANGE 30 WEST, WASHINGTON COUNTY ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SE 1/4 OF THE SE 1/4 OF SAID SECTION 32;
THENCE N87°16'59"W 782.21 FEET;
THENCE N02°38'01"E 1483.34 FEET TO THE POINT OF BEGINNING, SAID POINT BEING THE SOUTHWEST CORNER OF SAID LOT 4;
THENCE ALONG THE WEST LINE THEREOF THE FOLLOWING FOUR COURSES:
THENCE N02°38'01"E 76.97 FEET;
THENCE N12°18'05"W 449.85 FEET;
THENCE N87°14'42"W 556.89 FEET;
THENCE N02°45'14"E 527.06 FEET TO THE NORTHWEST CORNER OF SAID LOT 4;
THENCE ALONG THE NORTH LINE THEREOF N74°18'30"E 920.33 FEET TO THE NORTHEAST CORNER OF SAID LOT 4;
THENCE ALONG THE EAST LINE THEREOF THE FOLLOWING FIVE COURSES:
THENCE S02°36'38"W 245.00 FEET;
THENCE N87°23'22"W 25.00 FEET;
THENCE S02°36'38"W 758.10 FEET;
THENCE S42°23'22"E 35.36 FEET;
THENCE S02°36'38"W 301.04 FEET TO THE SOUTHEAST CORNER OF SAID LOT 4;
THENCE ALONG THE SOUTH LINE THEREOF N87°23'22"W 202.48 FEET TO THE POINT OF BEGINNING, CONTAINING 16.01 ACRES, MORE OR LESS AND SUBJECT TO ANY AND ALL EASEMENTS OF RECORD OR FACT.

ALSO

PART OF THE SE 1/4 OF SECTION 32, TOWNSHIP 17 NORTH, RANGE 30 WEST, WASHINGTON COUNTY ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SW 1/4 OF THE SE 1/4 OF SAID SECTION 32;
N02°23'27"E 1381.39 FEET TO THE POINT OF BEGINNING;
THENCE N02°23'27"E 777.29 FEET;
THENCE S87°48'23"E 576.12 FEET;
THENCE S03°18'06"E 169.29 FEET;
THENCE S87°14'42"E 1141.88 FEET;
THENCE S12°18'05"E 449.85 FEET;
THENCE S02°38'01"W 193.06 FEET;
THENCE N87°32'17"W 437.69 FEET;
THENCE S02°27'43"W 227.74 FEET;
THENCE N87°32'06"W 967.49 FEET;
THENCE N02°27'54"E 250.00 FEET;
THENCE N87°32'06"W 442.90 FEET TO THE POINT OF BEGINNING, CONTAINING 33.31 ACRES, MORE OR LESS AND SUBJECT TO ANY AND ALL EASEMENTS OF RECORD OR FACT.

NOTES:

THE SURVEY SHOWN HEREON IS AN EXPRESSION OF PROFESSIONAL OPINION REGARDING THE FACTS OF THIS SURVEY AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EXPRESSED OR IMPLIED.

THE PROPERTY SURVEYED IS WITHIN THE MUNICIPAL LIMITS OF FAYETTEVILLE, AR.

THE PROPERTY SURVEYED IS ZONED CPZD AND RSF-4. THE ZONING CLASSIFICATIONS SHOWN ON THIS PLAT WERE OBTAINED FROM THE CITY OF FAYETTEVILLE GIS SITE, AND REPRESENT THE ZONING CLASSIFICATION AT THE TIME OF THIS SURVEY.

THE BOUNDARY DETERMINATION SHOWN HEREON WAS BASED UPON THE FOLLOWING DOCUMENTS: DEED 2020-00021939, DEED 2021-00013842, PLAT 2016-00029554, PLAT 2019-00034850, PLAT 024A-00000298, PLAT 0024-00000426, PLAT 0024-00000510 AND PLAT 0024-00000517.

NO ATTEMPT WAS MADE TO SHOW BUILDING SETBACK LINES GRAPHICALLY ON THE SURVEY. THE DESIGNATION OR ORIENTATION OF SETBACKS THAT AFFECT THE USE OF THIS PROPERTY ARE DETERMINED BY THE LOCAL GOVERNING JURISDICTION. SETBACK DIMENSIONS WILL BE BASED ON THE ORIENTATION OF THE BUILDINGS TO BE CONSTRUCTED.

THERE MAY BE BUILDINGS AND OTHER IMPROVEMENTS ON THE PROPERTY THAT ARE NOT SHOWN ON THIS PLAT.

UTILITIES WERE NOT CONSIDERED A PART OF THIS SURVEY.

SUBSURFACE AND ENVIRONMENTAL CONDITIONS WERE NOT CONSIDERED A PART OF THIS SURVEY AND NO INVESTIGATION OF THESE CONDITIONS WAS MADE.

THE SURVEYOR HAS NOT MADE A SEPARATE INVESTIGATION OR SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, OR RESTRICTIVE COVENANTS OR ANY OTHER FACTS WHICH MIGHT AFFECT THE PROPERTY. ANY EASEMENTS SHOWN HEREON CAME TO THE ATTENTION OF THE SURVEYOR FROM EXAMINATION OF WACO TITLE COMPANY EASEMENT SEARCH FILE NO. 2504136-102, DATED APRIL 17, 2025.

PAT OF THIS PROPERTY IS IN FLOOD ZONE "AE", AND IS INSIDE THE 100-YEAR FLOOD PLAIN AS SHOWN ON THE NATIONAL FLOOD INSURANCE PROGRAM'S FIRM PANEL NUMBER 05143C0205F, REVISED DATE JANUARY 25, 2024.
THE ABOVE STATEMENT IS FOR INFORMATION ONLY AND THIS SURVEYOR ASSUMES NO LIABILITY FOR THE CORRECTNESS OF THE CITED MAP. IN ADDITION, NO INDEPENDENT STUDY OF THE LIKELIHOOD OF FLOODING OF THE SURVEYED PROPERTY HAS BEEN DONE BY THE SURVEYOR AND NO OPINION OF FLOOD HAZARDS IS INCLUDED IN THIS SURVEY.

CERTIFICATE OF SURVEYING ACCURACY:

I HEREBY DECLARE THAT ON THE 17TH DAY OF JUNE, 2025 THE HEREON PLATTED AND DESCRIBED SURVEY WAS COMPLETED UNDER MY SUPERVISION AND THE IRON PINS WERE FOUND OR SET, AS SHOWN, TO THE BEST OF MY KNOWLEDGE AND BELIEF.

REGISTERED STATE OF ARKANSAS NO. 1460 SIGNATURE KEVIN J. MONTGOMERY PROFESSIONAL LAND SURVEYOR

CRAFTON, TULL, & ASSOCIATES, INC.
BY KEVIN J. MONTGOMERY (AGENT)

KEVIN J. MONTGOMERY PS 1460
PROFESSIONAL LAND SURVEYOR

ALL COPIES THAT DO NOT BEAR AN ORIGINAL SEAL AND SIGNATURE MAY HAVE BEEN ALTERED. THE ABOVE DECLARATION SHALL NOT APPLY TO ANY COPY THAT DOES NOT BEAR AN ORIGINAL SEAL AND SIGNATURE.

RECORD INFORMATION

STATE PLAT CODE:
500-17N-30W-0-32-102-72-1460

BOUNDARY SURVEY PLAT
PART NE 1/4 AND PART SE 1/4
SECTION 32
T-17-N R-30-W

PREPARED FOR:
NEXT CHAPTER HOLDINGS, LLC

FAYETTEVILLE ARKANSAS

DATE: 06/17/2025
PROJECT NO: 25301700
CONTACT: K MONTGOMERY

901 N. 47th St., Suite 400
Rogers, Arkansas 72756
Crafton Tull
479.636.4838 t
www.craftontull.com

CERTIFICATE OF AUTHORIZATION:
CERTIFICATE OF AUTHORITY NO. 1741 CRAFTON, TULL & ASSOCIATES, INC. No. 109 ARKANSAS ENGINEER

© 2025 Crafton, Tull & Associates, Inc.

DELTA	DESCRIPTION	DATE

SHEET NO.:
1 OF 2

DRAWING: G:\25301700_NEXTCHAPTER\INFRASTRUCTURE\SURVEY\DWG\25301700 BNDY.DWG
LAYOUT: LAYOUT1 , LAST SAVED: KM67A, 6/17/2025 2:37:39 PM
LAST PLOTTED BY: KEVIN MONTGOMERY, 6/17/2025 3:12:42 PM [PLOTTED BY: *VALID ON HARD COPY ONLY!]

LEGEND

- FOUND IRON PIN OR PIPE
- PROPERTY LINE
- EASEMENT LINE

GRAPHIC SCALE IN FEET
120' 0 120'

BASIS OF BEARING: GRID NORTH, ARKANSAS STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NAD 83 HORIZONTAL DATUM AND NGVD 29 VERTICAL DATUM DETERMINED BY GPS OBSERVATION ON THE CITY OF FAYETTEVILLE CONTROL MONUMENTS USING THEIR PUBLISHED VALUES.
BEARING: GRID
DISTANCE: GRID
CONVERGENCE ANGLE: -01°16'43.18"
COMBINED SCALE FACTOR: 0.99991525
VALUE CALCULATED AT THE FOLLOWING POINT:
N 648801.721 E 663175.113 Z 1264.203

CALBBER CREEK

1189

1190

PARCEL 765-16658-050
LOT 4
PR 024A-00000298
DR 2021-00013842
±16.01 ACRES

PARCEL 765-16658-050
DR 2020-00021939
±33.31 ACRES

N = 651064.73
E = 661457.69

P.O.B.
5/8" IRON PIN

S87°48'23"E 576.12'
5/8" IRON PIN

S3°18'06"E 169.29'
1/2" IRON PIN

S87°14'42"E 584.99'
5/8" IRON PIN

N2°45'14"E 527.06'
5/8" IRON PIN

N74°18'30"E 920.33'
5/8" IRON PIN

S2°36'38"W 245.00'
5/8" IRON PIN

L3
5/8" IRON PIN

S2°36'38"W 758.10'

N87°14'42"W 556.89'
1/2" IRON PIN

N2°18'05"W 449.85'
5/8" IRON PIN

L4
5/8" IRON PIN

S2°36'38"W 301.04'

L2
5/8" IRON PIN

P.O.B.

N87°23'22"W 202.48'
5/8" IRON PIN

L1
5/8" IRON PIN

N = 650186.41
E = 663270.67

N87°32'17"W 437.69'
5/8" IRON PIN

S2°27'43"W 227.74'
5/8" IRON PIN

N87°32'06"W 967.49'
5/8" IRON PIN

N2°27'54"E 250.00'
5/8" IRON PIN

N87°32'06"W 442.90'
5/8" IRON PIN

P.O.B.
5/8" IRON PIN

N2°23'27"E 1381.39'

N2°23'27"E 777.29'

20' WATER & SEWER EASEMENT
DOC 2022-00022348

ACCESS & MAINTENANCE EASEMENT & PERMANENT EASEMENT FOR DETENTION PONDS
DOC 2019-00038607

ACCESS & MAINTENANCE EASEMENT & PERMANENT EASEMENT FOR DETENTION PONDS
DOC 2019-00038607

N2°38'01"E 1367.25'

P.O.C.
SW CORNER
SE 1/4
SECTION 32
T-17-N R-3-W

P.O.C.
SE CORNER
SE 1/4
SECTION 32
T-17-N R-3-W

N87°16'59"W 782.21'

PARCEL LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N2° 38' 01"E	116.09'
L2	N2° 38' 01"E	76.97'
L3	N87° 23' 22"W	25.00'
L4	S42° 23' 22"E	35.36'

RECORD INFORMATION

STATE PLAT CODE:
500-17N-30W-0-32-102-72-1460

BOUNDARY SURVEY PLAT
PART NE 1/4 AND PART SE 1/4
SECTION 32
T-17-N R-30-W

PREPARED FOR:
NEXT CHAPTER HOLDINGS, LLC

FAYETTEVILLE ARKANSAS

DATE: 06/17/2025
PROJECT NO: 25301700
CONTACT: K MONTGOMERY

901 N. 47th St., Suite 400
Rogers, Arkansas 72756
Crafton Tull
479.636.4838 t
www.craftontull.com

CERTIFICATE OF AUTHORIZATION:
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CRAFTON, TULL & ASSOCIATES, INC. No. 109
ARKANSAS ENGINEER

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DELTA	DESCRIPTION	DATE

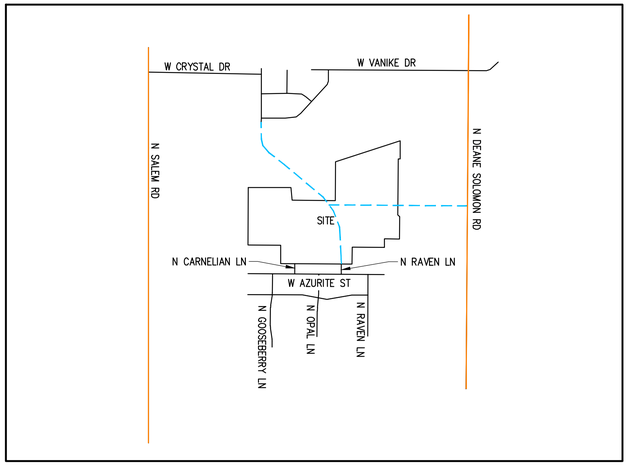
SHEET NO.:
2 OF 2

DRAWING G:\25301700_NEXTCHAPTER\INFRASTRUCTURE\SURVEY\DWG\25301700 BNDY.DWG
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LAST PLOTTED BY: KEVIN MONTGOMERY, 6/17/2025 3:12:51 PM, [PLOTTED BY:- VALID ON HARD COPY ONLY]

NEXT CHAPTER PZD

FAYETTEVILLE, ARKANSAS

PZD (# TO BE ASSIGNED)



VICINITY MAP (NTS)

BASIS OF BEARING: ARKANSAS STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NAD 83 HORIZONTAL DATUM AND NGVD 29 VERTICAL DATUM DETERMINED BY GPS OBSERVATION ON THE CITY OF FAYETTEVILLE CONTROL MONUMENTS USING THEIR PUBLISHED VALUES.

FREEWAY/EXPRESSWAY

REGIONAL LINK-HIGH ACTIVITY

REGIONAL LINK

NEIGHBORHOOD LINK

NEIGHBORHOOD LINK PLANNED

RESIDENTIAL LINK PLANNED

PROJECT INFORMATION

APPLICANT:	CRAFTON TULL CONNOR THREET P.E. 300 N. COLLEGE AVE., SUITE 317 FAYETTEVILLE, AR 72701 479-878-2467
OWNER PURSUING PZD:	NEXT CHAPTER HOLDINGS, LLC 2500 TRADE CENTER DR EVANS, GA 30809
EXISTING OWNERSHIP:	UNDERWOOD, CRAIG & LAURA REVOCABLE TRUST KTB LIMITED PARTNERSHIP
PLAT DOCUMENTS FOR EXISTING PARCELS:	PROPERTY LINE ADJUSTMENT PLAT 2019-00034850 PROPERTY LINE ADJUSTMENT PLAT 2016-00029554 TRACT SPLIT PLAT 024A-00000298 ACCESS, MAINTENANCE, & DETENTION PERMANENT EASEMENT PLAT DOC 2019-00038607

PROPERTY DESCRIPTION

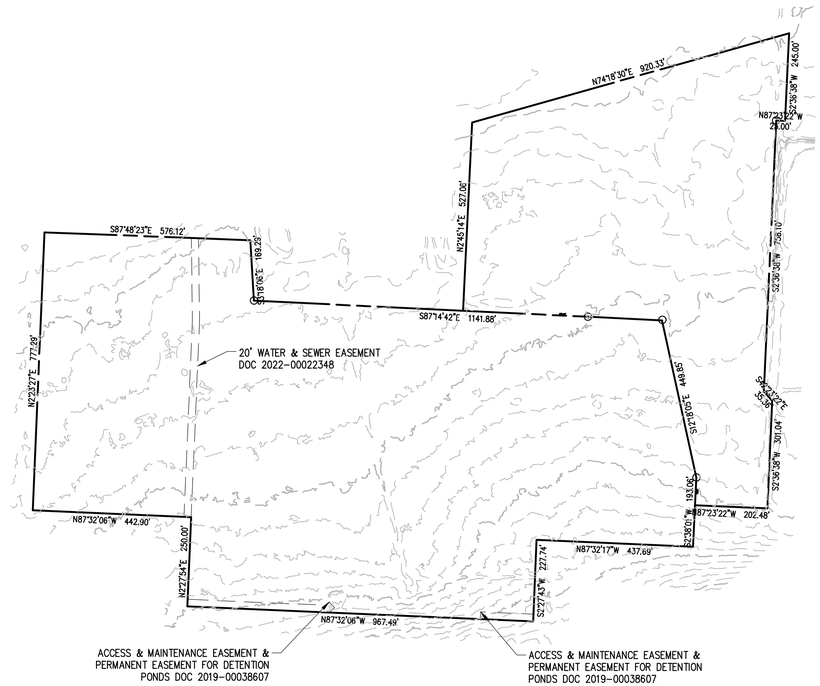
LOT 4, AS PER PLAT RECORD 024A-00000298 IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS, BEING PART OF THE SE 1/4 OF THE NE 1/4 AND THE N 1/2 OF THE SE 1/4 OF SECTION 32, TOWNSHIP 17 NORTH, RANGE 30 WEST, WASHINGTON COUNTY ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SE 1/4 OF THE SE 1/4 OF SAID SECTION 32;
THENCE N87°16'59"W 782.21 FEET;
THENCE N02°38'01"E 1483.34 FEET TO THE POINT OF BEGINNING, SAID POINT BEING THE SOUTHWEST CORNER OF SAID LOT 4;
THENCE ALONG THE WEST LINE THEREOF THE FOLLOWING FOUR COURSES:
THENCE N02°38'01"E 76.97 FEET;
THENCE N12°18'05"W 449.85 FEET;
THENCE N87°14'42"W 556.89 FEET;
THENCE N02°45'14"E 527.06 FEET TO THE NORTHWEST CORNER OF SAID LOT 4;
THENCE ALONG THE NORTH LINE THEREOF N74°18'30"E 920.33 FEET TO THE NORTHEAST CORNER OF SAID LOT 4;
THENCE ALONG THE EAST LINE THEREOF THE FOLLOWING FIVE COURSES:
THENCE S02°36'38"W 245.00 FEET;
THENCE N87°23'22"W 25.00 FEET;
THENCE S02°36'38"W 758.10 FEET;
THENCE S42°23'22"E 35.36 FEET;
THENCE S02°36'38"W 301.04 FEET TO THE SOUTHEAST CORNER OF SAID LOT 4;
THENCE ALONG THE SOUTH LINE THEREOF N87°23'22"W 202.48 FEET TO THE POINT OF BEGINNING, CONTAINING 16.01 ACRES, MORE OR LESS AND SUBJECT TO ANY AND ALL EASEMENTS OF RECORD OR FACT.

ALSO

PART OF THE SE 1/4 OF SECTION 32, TOWNSHIP 17 NORTH, RANGE 30 WEST, WASHINGTON COUNTY ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SW 1/4 OF THE SE 1/4 OF SAID SECTION 32;
N02°23'27"E 1381.39 FEET TO THE POINT OF BEGINNING;
THENCE N02°23'27"E 777.29 FEET;
THENCE S87°48'23"E 576.12 FEET;
THENCE S03°18'06"E 169.29 FEET;
THENCE S87°14'42"E 1141.88 FEET;
THENCE S12°18'05"E 449.85 FEET;
THENCE S02°38'01"W 193.06 FEET;
THENCE N87°32'17"W 437.69 FEET;
THENCE S02°27'43"W 227.74 FEET;
THENCE N87°32'06"W 967.49 FEET;
THENCE N02°27'54"E 250.00 FEET;
THENCE N87°32'06"W 442.90 FEET TO THE POINT OF BEGINNING, CONTAINING 33.31 ACRES, MORE OR LESS AND SUBJECT TO ANY AND ALL EASEMENTS OF RECORD OR FACT.



Arkansas One Call

811

Know what's **below**.

Call before you dig.

FLOOD NOTE:

A PORTION OF THE PROPERTY IS IN FLOOD ZONE "AE", AND IS INSIDE THE 100-YEAR FLOOD PLAIN AS SHOWN ON THE NATIONAL FLOOD INSURANCE PROGRAM'S FIRM PANEL NUMBER 05143C0205G, EFFECTIVE DATE JANUARY 24, 2024.

THE ABOVE STATEMENT IS FOR INFORMATION ONLY AND THIS SURVEYOR ASSUMES NO LIABILITY FOR THE CORRECTNESS OF THE CITED MAP(S). IN ADDITION, NO INDEPENDENT STUDY OF THE LIKELIHOOD OF FLOODING OF THE SURVEYED PROPERTY HAS BEEN DONE BY THE SURVEYOR AND NO OPINION OF FLOOD HAZARDS IS INCLUDED IN THIS SURVEY. THE FLOOD HAZARD ZONE BOUNDARIES SHOWN HEREON WERE SCALED FROM THE MAPS CITED AND ARE NOT THE RESULT OF INDEPENDENT COMPUTATION OR ANALYSIS.

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GRAPHIC SCALE IN FEET
200' 0 200'

NEXT CHAPTER NEIGHBORHOOD AT UNDERWOOD PARK

FAYETTEVILLE, AR

Key Plan

No.	Description	Date

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ISSUE DATE: 06/04/2025
CONTACT: C. THREET
QC by:
QC Date:

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COVER SHEET/SURVEY

1 OF 1

DRAWING: \\EGNTSERVE_DRIVES\25301700_NEXTCHAPTER\INFRASTRUCTURE\CIVIL\DWG\25301700 SUB.DWG
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PLOTTED: 7/8/2025 8:38:34 AM BY: TYLER PLOTTED BY: VALID ON HARD COPY ONLY

EXHIBIT B
ZONING & DEVELOPMENT STANDARDS BY PLANNING AREA

LAND USE DESIGNATION TABLE

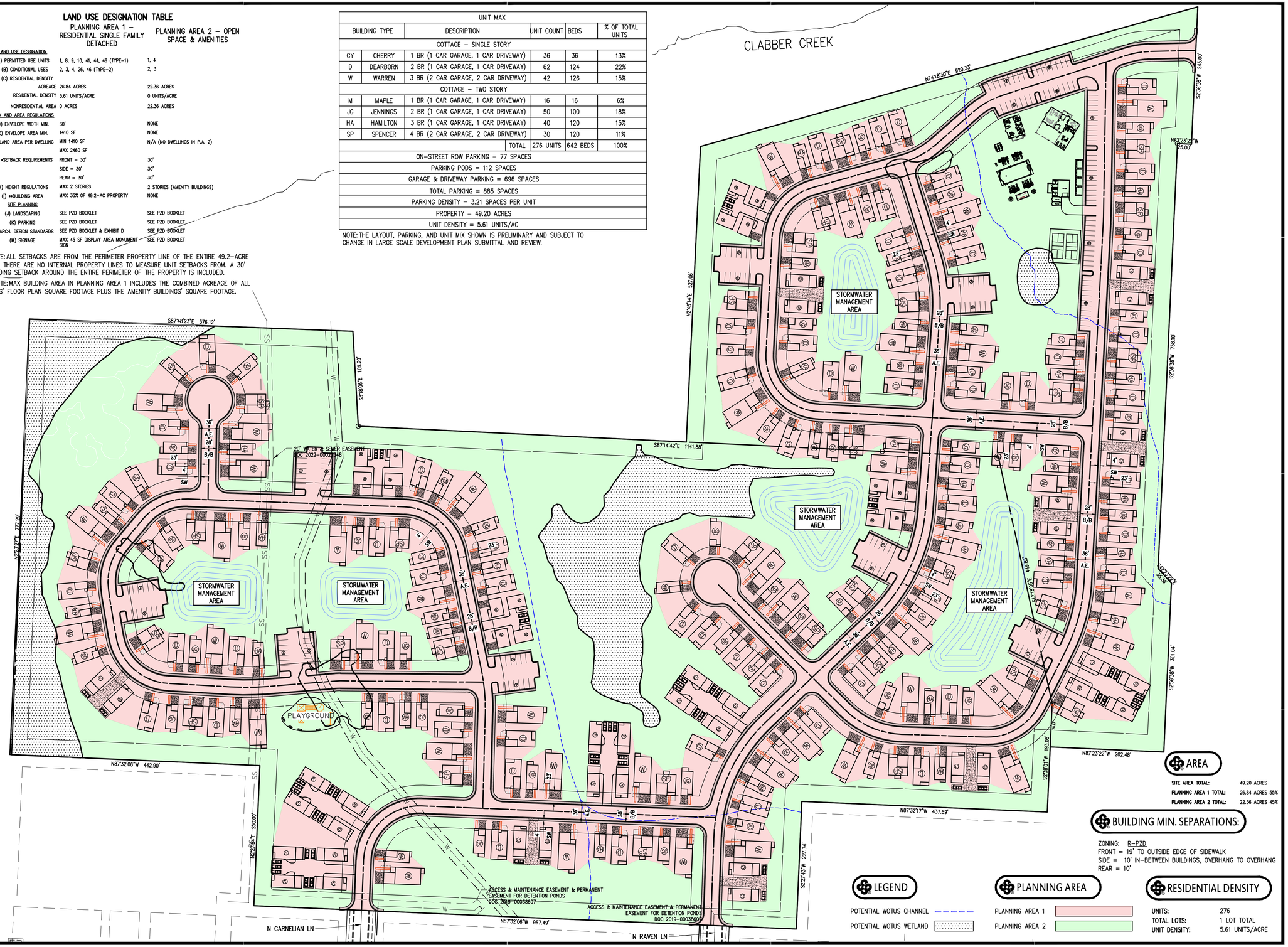
LAND USE DESIGNATION	PLANNING AREA 1 – RESIDENTIAL SINGLE FAMILY DETACHED	PLANNING AREA 2 – OPEN SPACE & AMENITIES
(A) PERMITTED USE UNITS	1, 8, 9, 10, 41, 44, 46 (TYPE-1)	1, 4
(B) CONDITIONAL USES	2, 3, 4, 26, 46 (TYPE-2)	2, 3
(C) RESIDENTIAL DENSITY		
ACREAGE	26.84 ACRES	22.36 ACRES
RESIDENTIAL DENSITY	5.61 UNITS/ACRE	0 UNITS/ACRE
NONRESIDENTIAL AREA	0 ACRES	22.36 ACRES
BULK AND AREA REGULATIONS		
(D) ENVELOPE WIDTH MIN.	30'	NONE
(E) ENVELOPE AREA MIN.	1410 SF	NONE
(F) LAND AREA PER DWELLING	MIN 1410 SF MAX 2460 SF	N/A (NO DWELLINGS IN P.A. 2)
(G) *SETBACK REQUIREMENTS	FRONT = 30' SIDE = 30' REAR = 30'	30' 30' 30'
(H) HEIGHT REGULATIONS	MAX 2 STORIES	2 STORIES (AMENITY BUILDINGS)
(I) **BUILDING AREA	MAX 35% OF 49.2-AC PROPERTY	NONE
SITE PLANNING		
(J) LANDSCAPING	SEE PZD BOOKLET	SEE PZD BOOKLET
(K) PARKING	SEE PZD BOOKLET	SEE PZD BOOKLET
(L) ARCH. DESIGN STANDARDS	SEE PZD BOOKLET & EXHIBIT D	SEE PZD BOOKLET
(M) SIGNAGE	MAX 45 SF DISPLAY AREA MONUMENT SIGN	SEE PZD BOOKLET

*NOTE: ALL SETBACKS ARE FROM THE PERIMETER PROPERTY LINE OF THE ENTIRE 49.2-ACRE SITE. THERE ARE NO INTERNAL PROPERTY LINES TO MEASURE UNIT SETBACKS FROM. A 30' BUILDING SETBACK AROUND THE ENTIRE PERIMETER OF THE PROPERTY IS INCLUDED.

**NOTE: MAX BUILDING AREA IN PLANNING AREA 1 INCLUDES THE COMBINED ACREAGE OF ALL UNITS' FLOOR PLAN SQUARE FOOTAGE PLUS THE AMENITY BUILDINGS' SQUARE FOOTAGE.

UNIT MAX					
BUILDING TYPE		DESCRIPTION	UNIT COUNT	BEDS	% OF TOTAL UNITS
COTTAGE – SINGLE STORY					
CY	CHERRY	1 BR (1 CAR GARAGE, 1 CAR DRIVEWAY)	36	36	13%
D	DEARBORN	2 BR (1 CAR GARAGE, 1 CAR DRIVEWAY)	62	124	22%
W	WARREN	3 BR (2 CAR GARAGE, 2 CAR DRIVEWAY)	42	126	15%
COTTAGE – TWO STORY					
M	MAPLE	1 BR (1 CAR GARAGE, 1 CAR DRIVEWAY)	16	16	6%
JG	JENNINGS	2 BR (1 CAR GARAGE, 1 CAR DRIVEWAY)	50	100	18%
HA	HAMILTON	3 BR (1 CAR GARAGE, 1 CAR DRIVEWAY)	40	120	15%
SP	SPENCER	4 BR (2 CAR GARAGE, 2 CAR DRIVEWAY)	30	120	11%
		TOTAL	276 UNITS	642 BEDS	100%
ON-STREET ROW PARKING = 77 SPACES					
PARKING PODS = 112 SPACES					
GARAGE & DRIVEWAY PARKING = 696 SPACES					
TOTAL PARKING = 885 SPACES					
PARKING DENSITY = 3.21 SPACES PER UNIT					
PROPERTY = 49.20 ACRES					
UNIT DENSITY = 5.61 UNITS/AC					

NOTE: THE LAYOUT, PARKING, AND UNIT MIX SHOWN IS PRELIMINARY AND SUBJECT TO CHANGE IN LARGE SCALE DEVELOPMENT PLAN SUBMITTAL AND REVIEW.



AREA

SITE AREA TOTAL:	49.20 ACRES
PLANNING AREA 1 TOTAL:	26.84 ACRES 55%
PLANNING AREA 2 TOTAL:	22.36 ACRES 45%

BUILDING MIN. SEPARATIONS:

ZONING: R-PZD
FRONT = 19' TO OUTSIDE EDGE OF SIDEWALK
SIDE = 10' IN-BETWEEN BUILDINGS, OVERHANG TO OVERHANG
REAR = 10'

LEGEND

POTENTIAL WOTUS CHANNEL
POTENTIAL WOTUS WETLAND

PLANNING AREA

PLANNING AREA 1
PLANNING AREA 2

RESIDENTIAL DENSITY

UNITS:	276
TOTAL LOTS:	1 LOT TOTAL
UNIT DENSITY:	5.61 UNITS/ACRE

GRAPHIC SCALE IN FEET
80' 0 80'

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NEXT CHAPTER NEIGHBORHOOD AT UNDERWOOD PARK

FAYETTEVILLE, AR

Key Plan

No.	Description	Date

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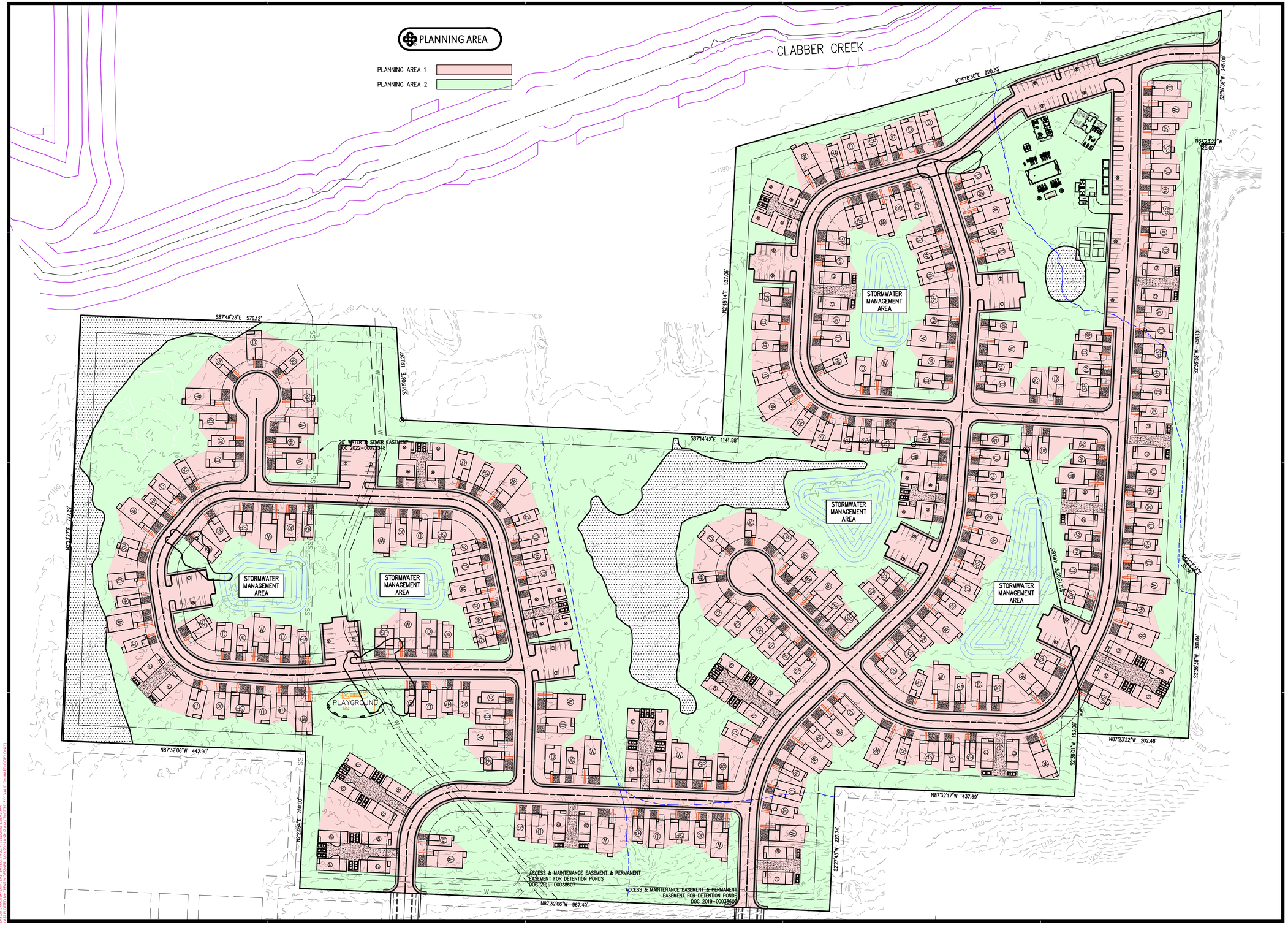
EXHIBIT B ZONING & DEVELOPMENT STANDARDS BY PLANNING AREA MAP

1 OF 2

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LAYOUT: EXHIBIT B ZONING & DEVELOPMENT STANDARDS BY PLANNING AREA MAP
LAST PLOTTED: 8/27/2025 7:22:29 AM BY: TYLER.DUNCAN
XREF: XREF: XREF:

EXHIBIT C
MASTER PLAN, AERIAL OVERALL SITE PLAN, & MODIFIED TYPICAL RESIDENTIAL LINK SECTION

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GRAPHIC SCALE IN FEET
80' 0 80'

NEXT CHAPTER NEIGHBORHOOD AT UNDERWOOD PARK

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Key Plan

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EXHIBIT C MASTERPLAN

2 OF 2

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LAYOUT: EXHIBIT C MASTERPLAN - LAST SAVED: 7/9/2025 7:53:07 AM BY: DAVID.HABIS
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GRAPHIC SCALE IN FEET
200' 0 200'

NEXT CHAPTER NEIGHBORHOOD AT UNDERWOOD PARK

FAYETTEVILLE, AR

- Pedestrian Connection points at subject property line to adjacent Underwood Park's trail network. Site plan in future LSD submittal will show proposed soft or hard surface pedestrian access from the paved interior sidewalk to these access points.

Key Plan

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OVERALL SITE PLAN

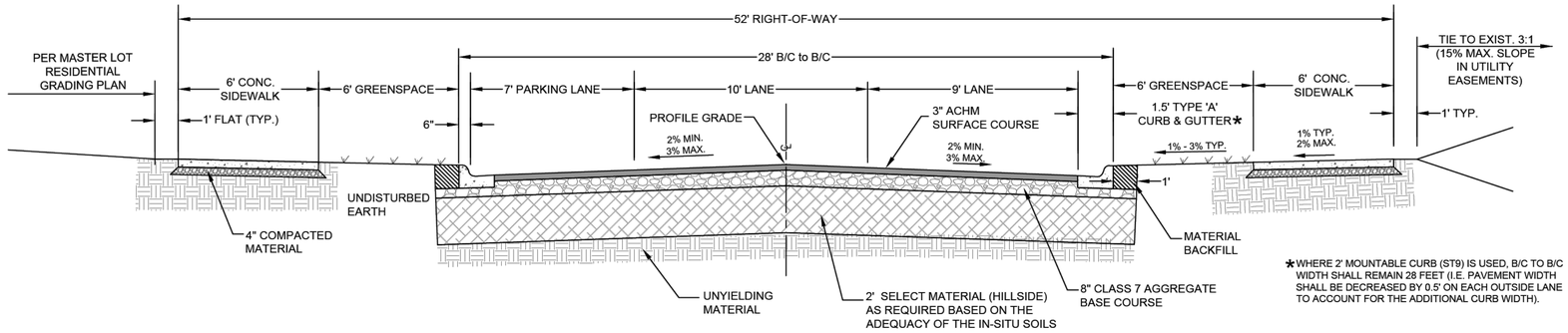
1 OF 1

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LAYOUT: LAYOUT1 | LAST SAVED: 6/3/2025 12:45:44 PM | PLOTTED BY: VAUGHN HARD COPY (ONLY)

NOTES:

1. CONTACT THE ENGINEERING DIVISION (575-8206) TO REQUEST AN INSPECTION PRIOR TO POURING ANY SIDEWALK OR DRIVEWAY IN THE RIGHT-OF-WAY.
2. THE ENGINEER OF RECORD SHALL PERFORM "PART TIME" INSPECTION FOR THE DRAINAGE INSTALLATION AND STREET CONSTRUCTION. THE PUBLIC WORKS INSPECTOR MUST BE PRESENT FOR TESTING. CONTRACTOR IS RESPONSIBLE FOR SCHEDULING TESTING.
3. MINIMUM DENSITY FOR ASPHALT SHALL BE 92% OF THE MAXIMUM THEORETICAL DENSITY.
4. SUBGRADE (HILLSIDE) SHALL BE COMPACTED TO 95% OF STANDARD PROCTOR. PROCTOR CURVE DATA SHALL BE SUPPLIED TO THE CITY ON ALL MATERIAL BY THE ENGINEER OF RECORD. WITHOUT THE COPY OF THE SITE SPECIFIC PROCTOR CURVE, MOISTURE CONTENT MUST BE WITHIN 3% OF OPTIMUM WHEN TESTED.
5. BASE COURSE (CLASS 7 AGGREGATE BASE) SHALL BE COMPACTED TO 98% OF MODIFIED PROCTOR ON RESIDENTIAL LINKS AND NEIGHBORHOOD LINKS.
6. CURING COMPOUND IS REQUIRED FOR ALL CONCRETE IN RIGHT-OF-WAY OR EASEMENTS, ANY COLOR EXCEPT CLEAR. FOLLOW STANDARD ENGINEERING PRACTICE FOR PLACEMENT IN HOT, WINDY, AND COLD WEATHER.
7. CURB MUST BE CAULKED BEFORE BACKFILLED AND STREET PAVED. ACCEPTABLE SUPPLIERS ARE OMNI SEAL 50, PECORA 864 AND 865, DOW COMING 888, OR OTHER PRE-APPROVED EQUAL.
8. ALL IN-SITU SOILS FOR SUBGRADE SHALL HAVE A LIQUID LIMIT LESS THAN 40, A PLASTICITY INDEX LESS THAN 15, AND A CBR GREATER THAN 8. INADEQUATE SOILS SHALL BE UNDERCUT 2 FEET AND REPLACED WITH "HILLSIDE MATERIAL" (SOILS WITH CBR OF 8 OR GREATER, AND AS CLASSIFIED AS GM OR GC SOILS) - GEOTECHNICAL TESTING REQUIRED TO DETERMINE SOIL ACCEPTANCE.
9. SUBGRADE MUST BE PLACED ON UNYIELDING MATERIAL - ADDITIONAL UNDERCUT MAY BE REQUIRED.

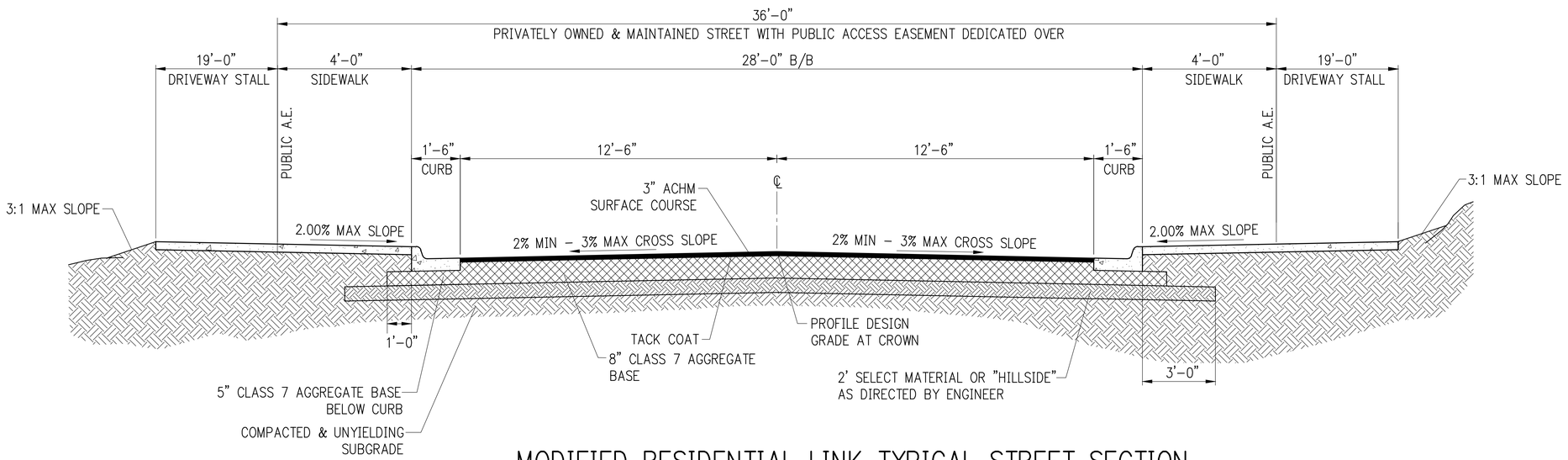
THESE TYPICAL SECTIONS ARE BASED ON STANDARD RESIDENTIAL LINKS AND NEIGHBORHOOD LINKS ESTABLISHED IN THE MASTER STREET PLAN. WHERE STREET AND/OR PAVEMENT SECTIONS DIFFER, IT IS THE RESPONSIBILITY OF THE ENGINEER OF RECORD TO PROVIDE ALTERNATE TYPICAL SECTIONS.



*WHERE 2' MOUNTABLE CURB (ST9) IS USED, B/C TO B/C WIDTH SHALL REMAIN 28 FEET (I.E. PAVEMENT WIDTH SHALL BE DECREASED BY 0.5' ON EACH OUTSIDE LANE TO ACCOUNT FOR THE ADDITIONAL CURB WIDTH).

TYPICAL SECTION RESIDENTIAL LINK

*ALL INTERNAL STREETS, N RAVEN LN. & N CARNELIAN LN., WILL USE A MODIFIED VERSION OF THIS RESIDENTIAL LINK TYPICAL SECTION, SEE BELOW.



MODIFIED RESIDENTIAL LINK TYPICAL STREET SECTION

NTS

SHEET: ST1

DATE: May 25, 2017 REVISED; Jan. 13, 2021; June 28, 2021; April 5, 2022

TITLE: STREET DETAILS

DESCRIPTION: RESIDENTIAL LINK AND NEIGHBORHOOD LINK TYPICAL SECTIONS

CITY OF FAYETTEVILLE ARKANSAS

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

300 N College Ave., Suite 317
Fayetteville, Arkansas 72701
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FAYETTEVILLE, AR

Key Plan

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LAYOUT: TYPICAL SECTIONS PLOTTED: THREET, 7/23/2025 2:03:03 PM VIA IO.WIN32.COPY ONLY

EXHIBIT D
FLOOR PLANS, ELEVATION VIEWS, & ISOMETRIC VIEWS FOR ALL UNIT TYPES



ESTIMATED SQUARE FOOTAGE
1ST FLR HTD- 452 SQFT
2ND FLR HTD- 410 SQFT
TOTAL HTD- 862 SQFT
GARAGE - 222 SQFT
PORCH - 95 SQFT
FOOTPRINT - 784 SQFT
TOTAL FRAMING - 1,291 SQFT

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Andrew M. Woods
awoods@nextchapterconstruction.us

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SHEET TITLE: COVER PAGE

NO.	DESCRIPTION	BY	DATE

SCALE: NO SCALE

DATE: 2/14/2025

PG 1



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PG 2



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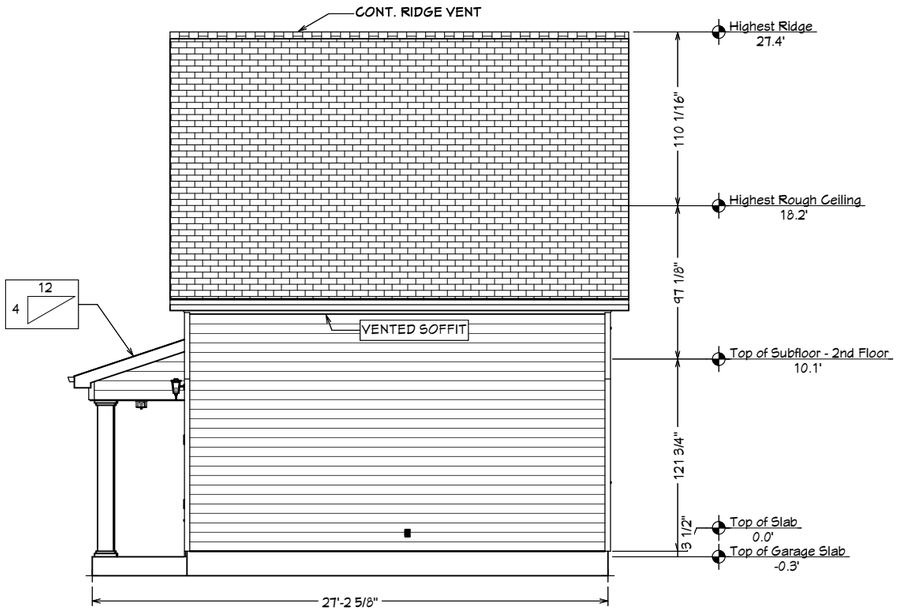
SHEET TITLE: REAR ELEV.

NO.	DESCRIPTION	BY	DATE

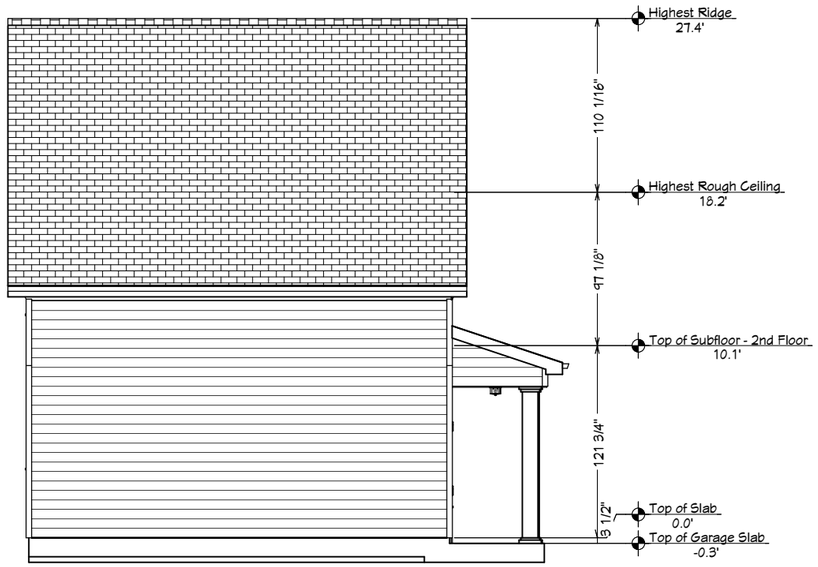
SCALE: 1/4"=1'

DATE: 2/14/2025

PG 3



RIGHT ELEV.



LEFT ELEV.

DRAWN BY:
Andrew M. Woods
awoods@nextchapterconstruction.us

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PROJECT DESCRIPTION:
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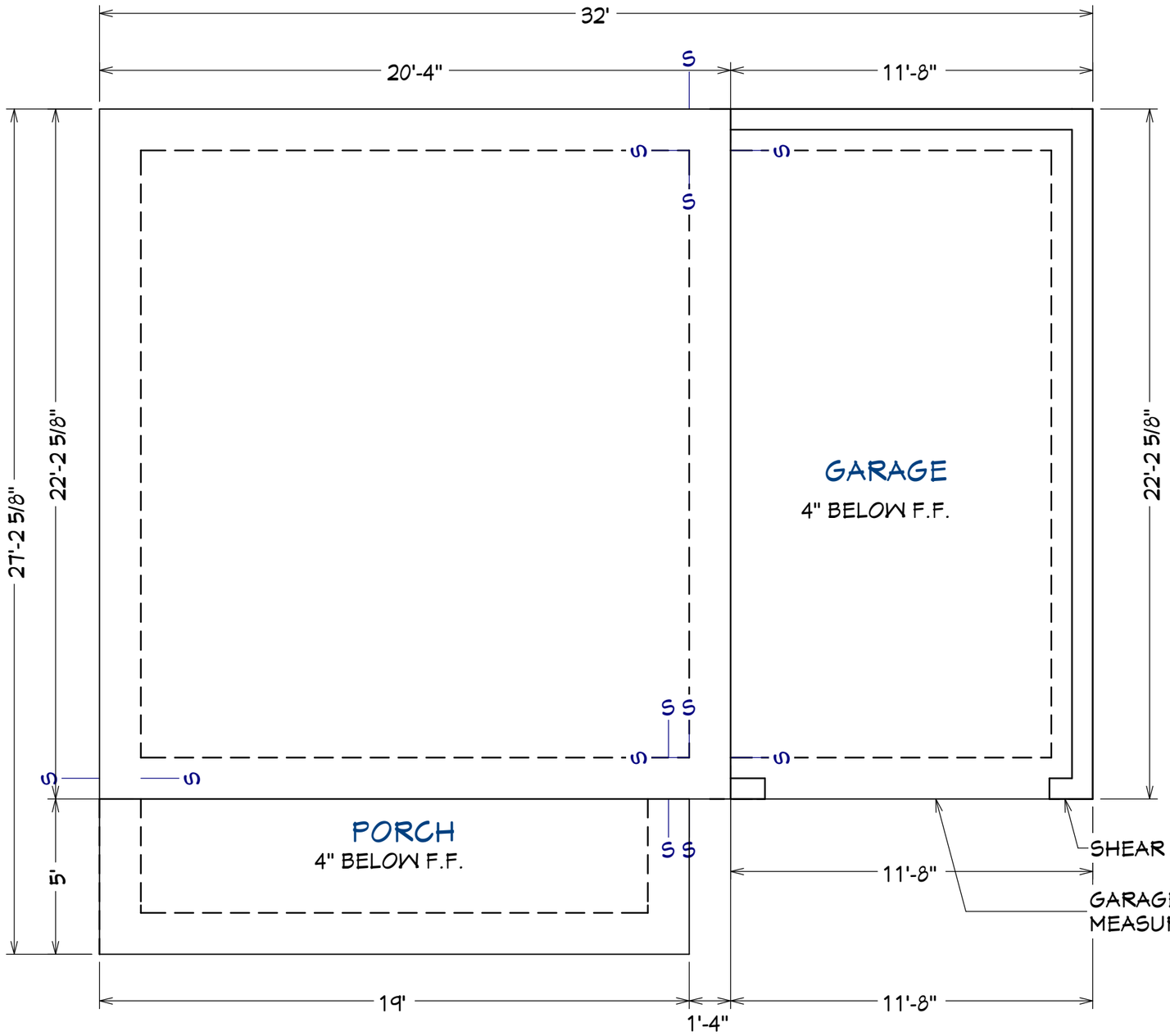
SHEET TITLE:
SIDE ELEV.

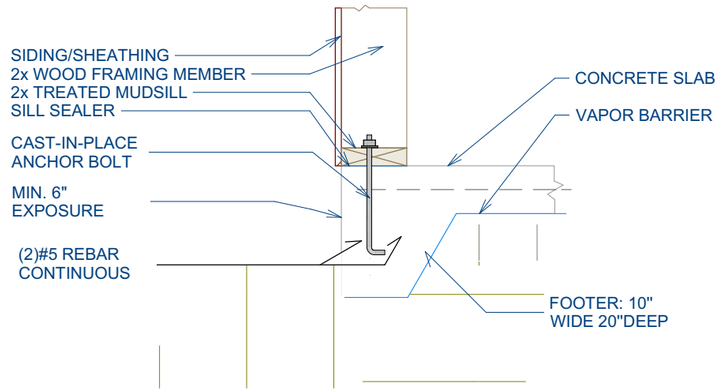
NO.	DESCRIPTION	BY	DATE

SCALE: 1/8"=1'

DATE: 2/14/2025

PG 4





Monolithic Slab Detail

NOTE:
PROVIDE CONTROL JOINTS

NOTE:
DIMENSIONS ARE TO FRAME WALL

NOTE:
BOLTS TO BE NO FURTHER THAN 18" O.C.
OR 12" AWAY FROM SILL PLATE ENDS

DRAWN BY:
Andrew M. Woods
awoods@nextchapterconstruction.us

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PROJECT DESCRIPTION: DM Maple Layout

SHEET TITLE: FOUNDATION PLAN

NO.	DESCRIPTION	BY	DATE

SCALE: 1/4"=1'

DATE: 2/14/2025

PG 5





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awoods@nextchapterconstruction.us

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706-831-3984 - www.nextchapterneighborhoods.com

PROJECT DESCRIPTION: DM Maple Layout

SHEET TITLE: ISO VIEWS

NO.	DESCRIPTION	BY	DATE

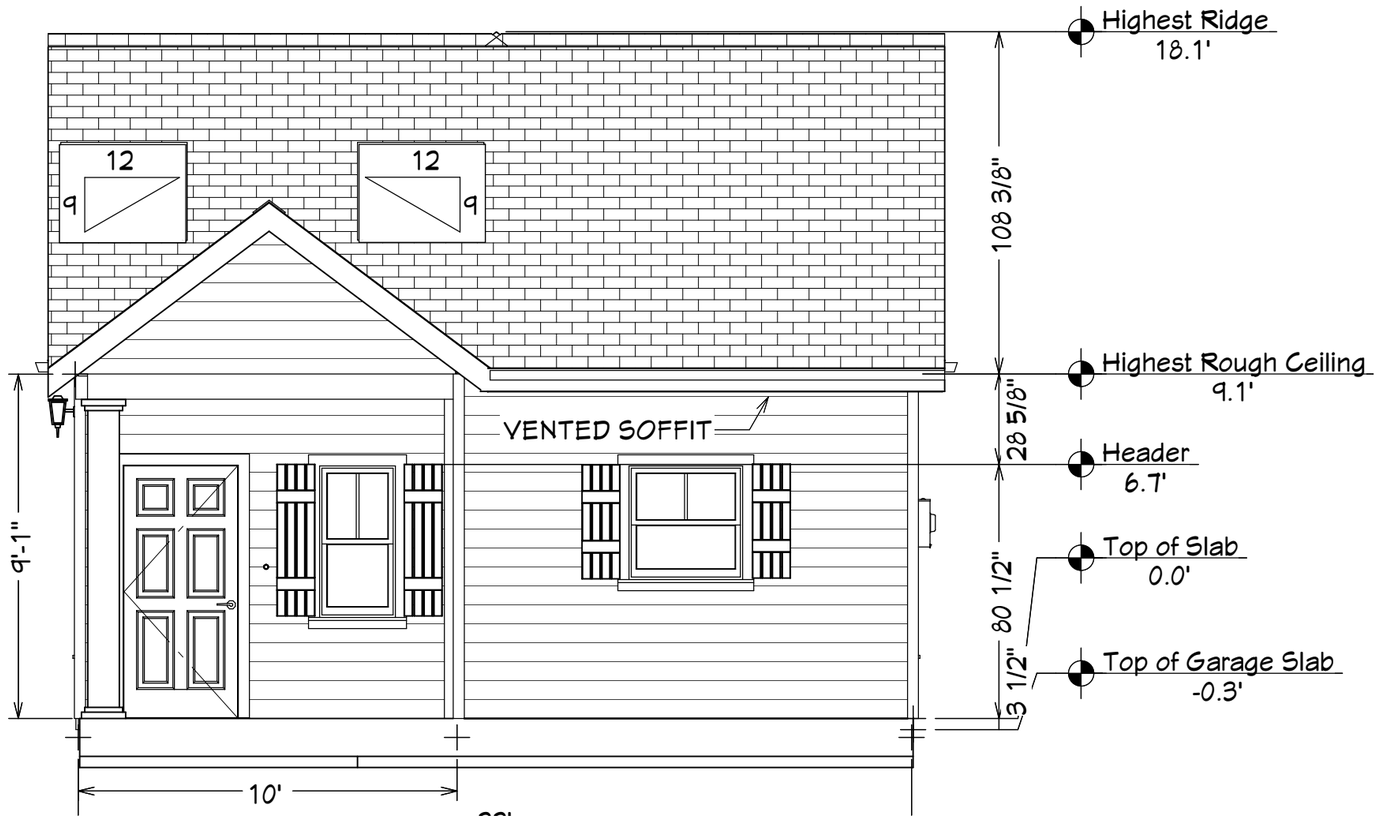
SCALE: NO SCALE

DATE: 2/14/2025

PG 15



FRONT ELEV. RENDERING
NO SCALE



FRONT ELEV
1/4" =1'



SIDE ELEV
1/8" =1'

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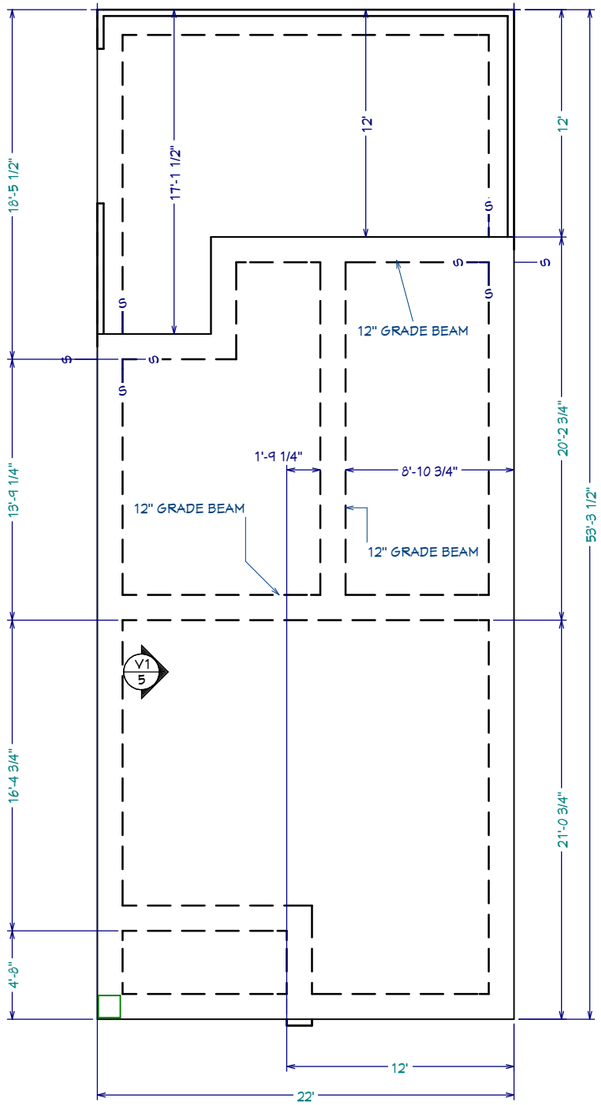
PROJECT DESCRIPTION:
KC CHERRY

SHEET TITLE:
Elevations

NO.	DESCRIPTION	BY	DATE

SCALE: NO SCALE
DATE: 1/7/2025

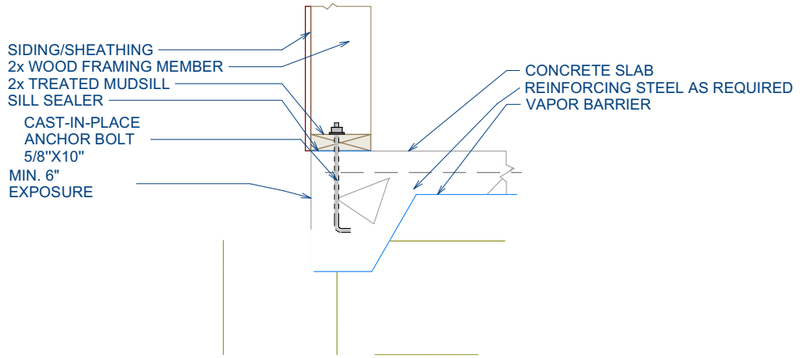
PG 1



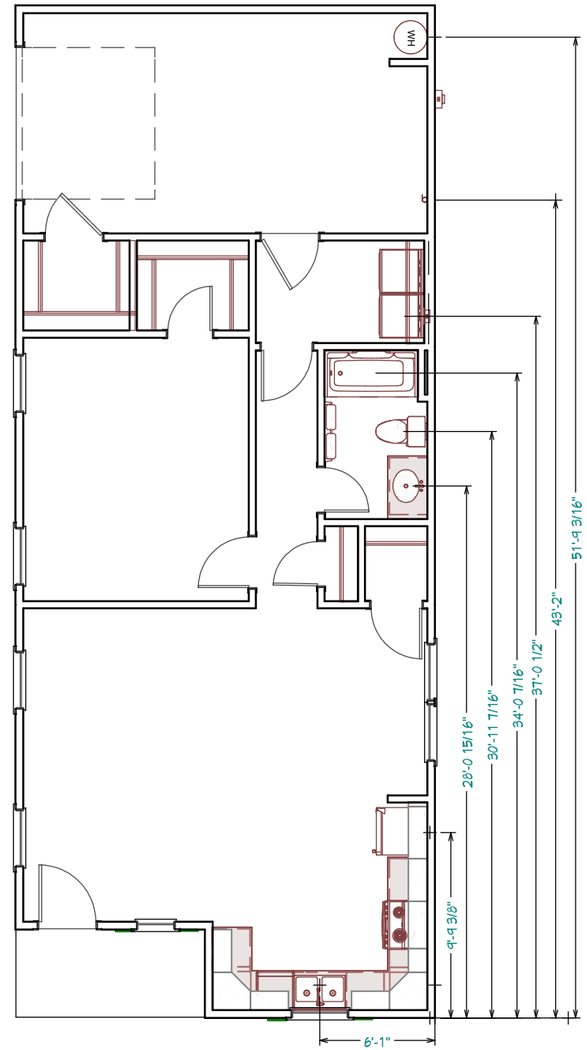
FOUNDATION LAYOUT

GARAGE CURB MUST MEASURE 8'-3''

ESTIMATED SQUARE FOOTAGE
TOTAL HTD- 839 SQFT
GARAGE - 247 SQFT
PORCH - 46 SQFT
FOOTPRINT - 1,172 SQFT
TOTAL FRAMING - 1,172 SQFT



Monolithic Slab Detail



PLUMBING LAYOUT

DRAWN BY:
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2500 Trade Center Dr, Evans, GA 30809
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PROJECT DESCRIPTION: KC CHERRY

SHEET TITLE: SLAB/PLUMBING

NO.	DESCRIPTION	BY	DATE

SCALE: 1/8"=1'

DATE: 1/7/2025

PG 2





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DRAWINGS PROVIDED FOR:
Next Chapter Neighborhoods
2500 Trade Center Dr, Evans, GA 30809
706-831-3984 - www.nextchapterneighborhoods.com

PROJECT DESCRIPTION:
KC CHERRY

SHEET TITLE:
ISO VIEWS

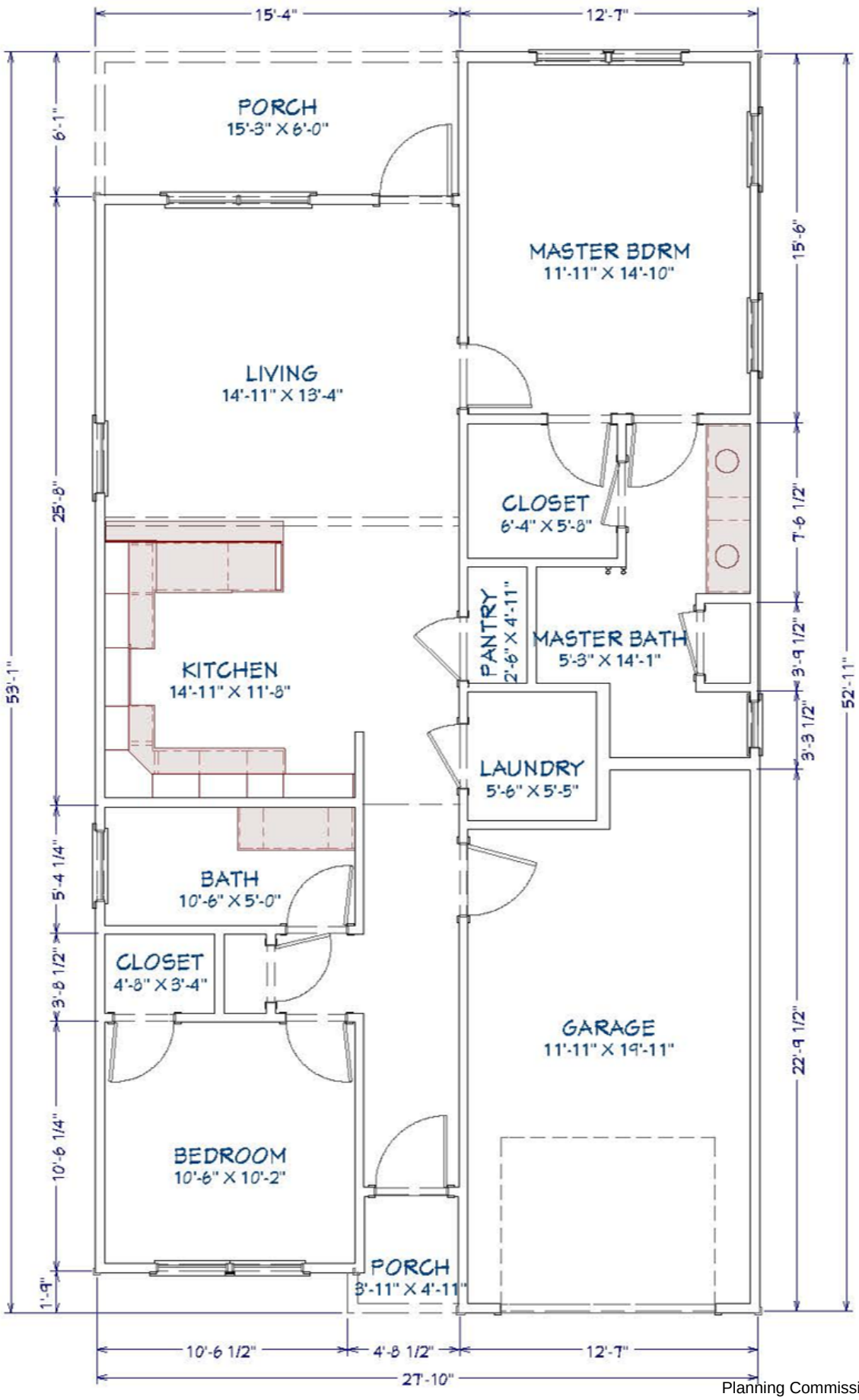
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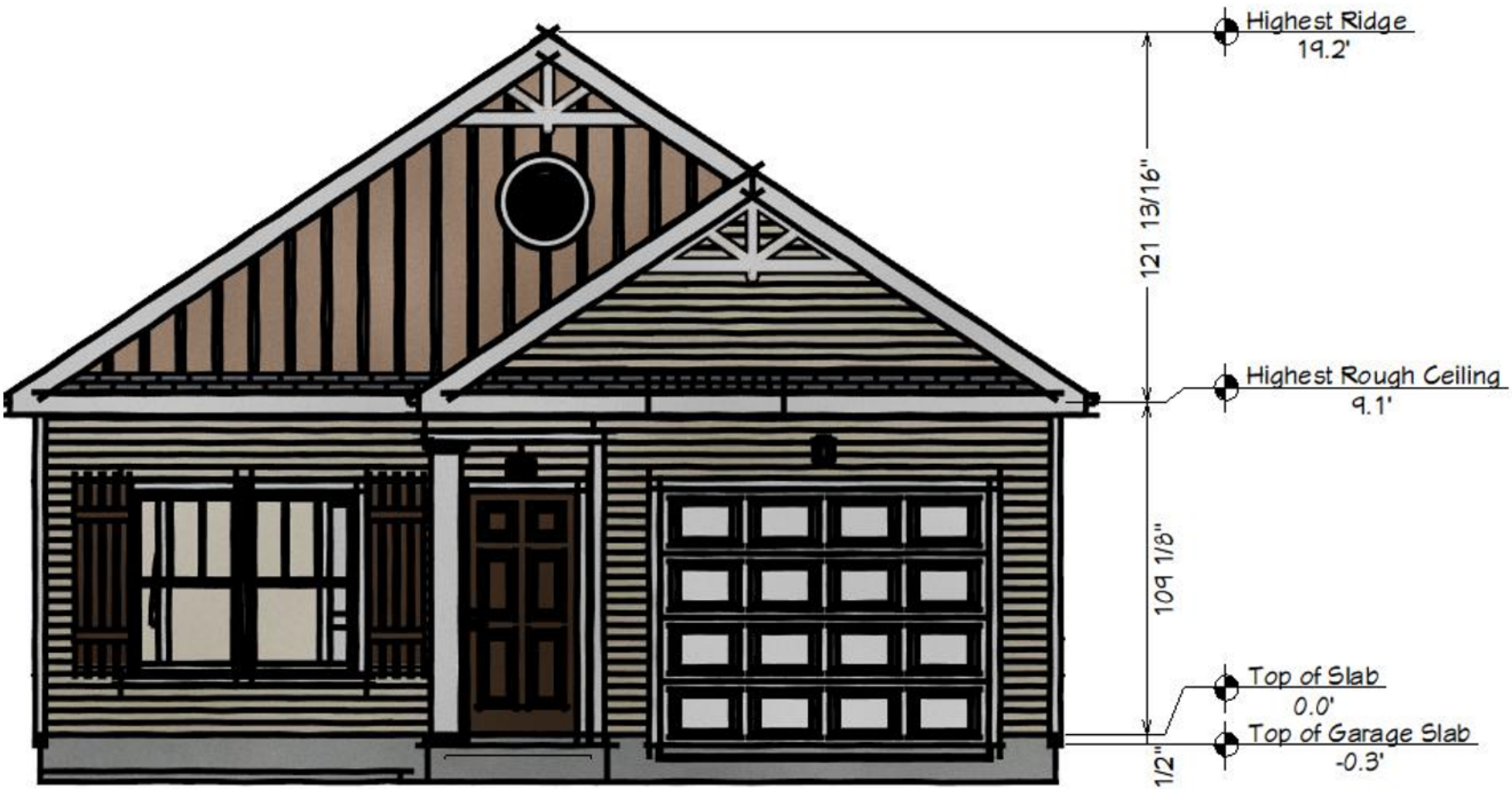
DATE: 1/7/2025

PG 8

Dearborn FLOOR PLAN



DEARBORN FRONT ELEVATION

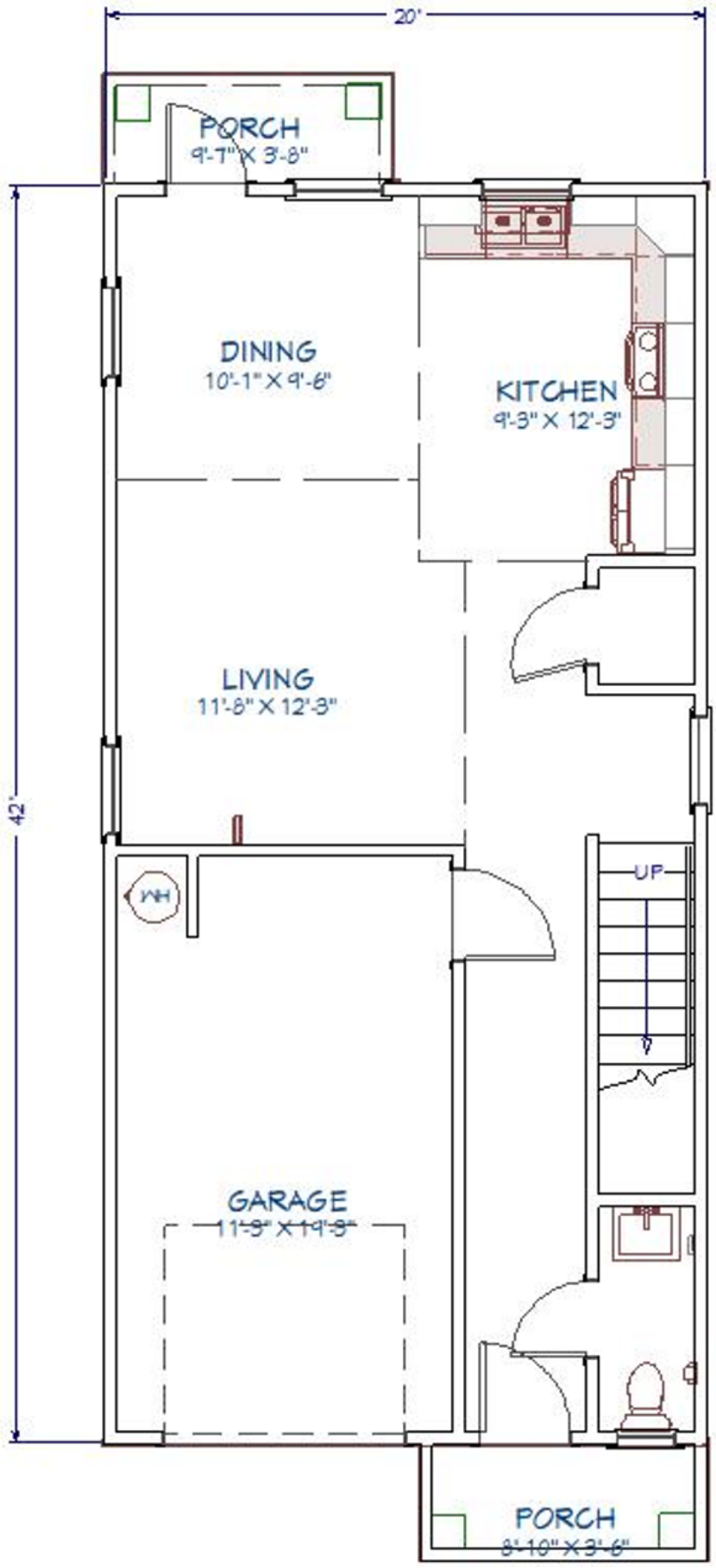


DEARBORN RENDERING

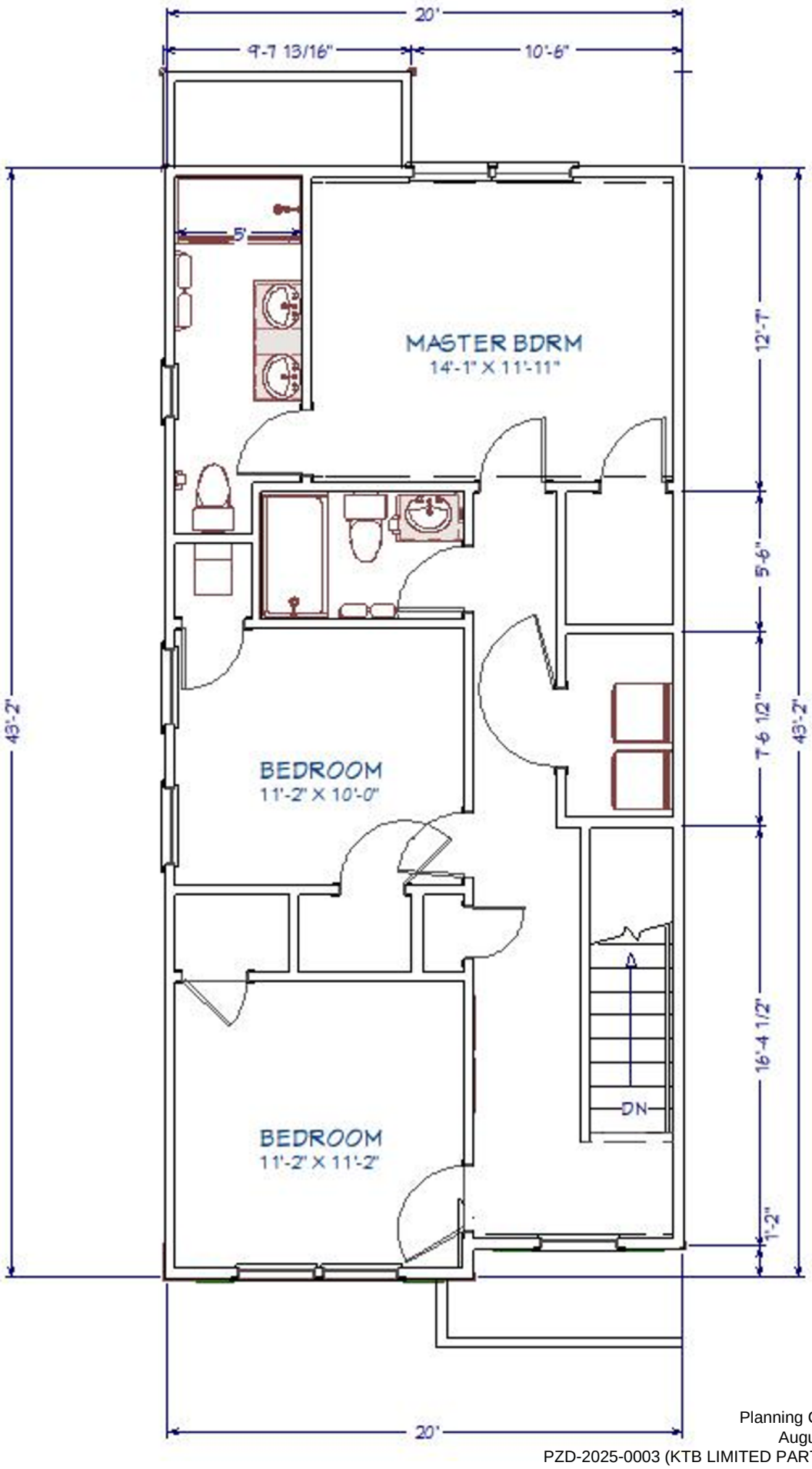




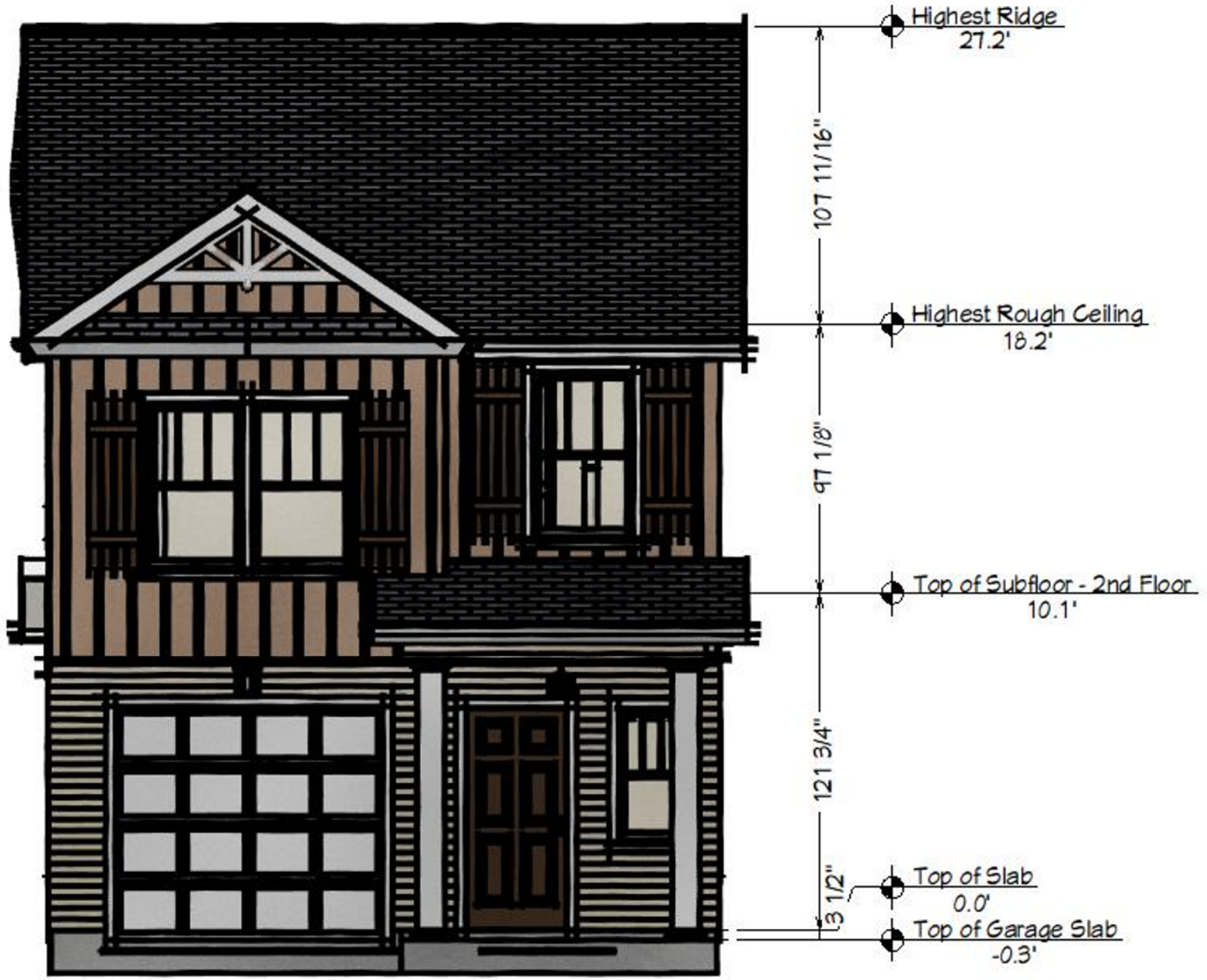
Hamilton 1st Floor



Hamilton 2nd Floor



Hamilton FRONT ELEVATION

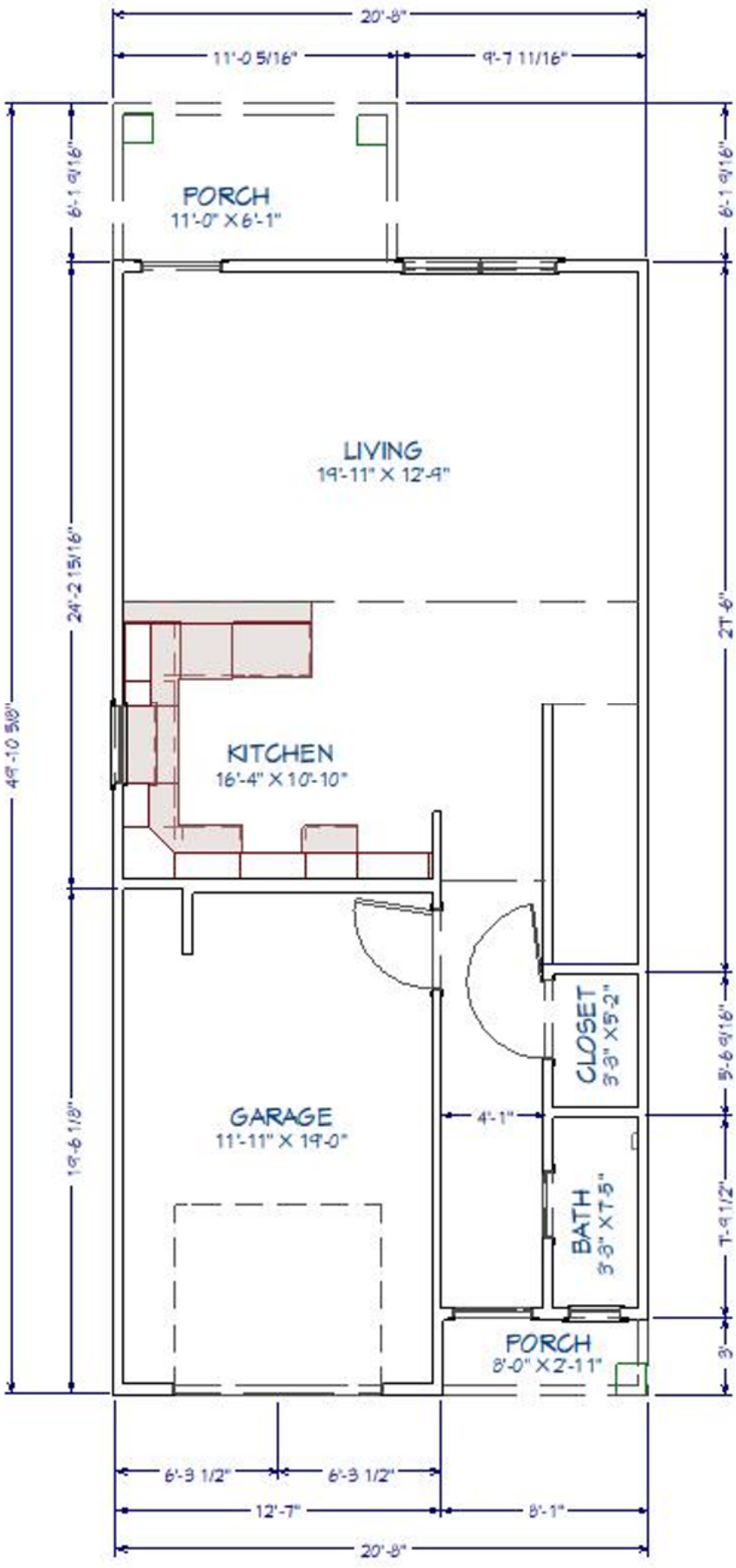


HAMILTON RENDERINGS

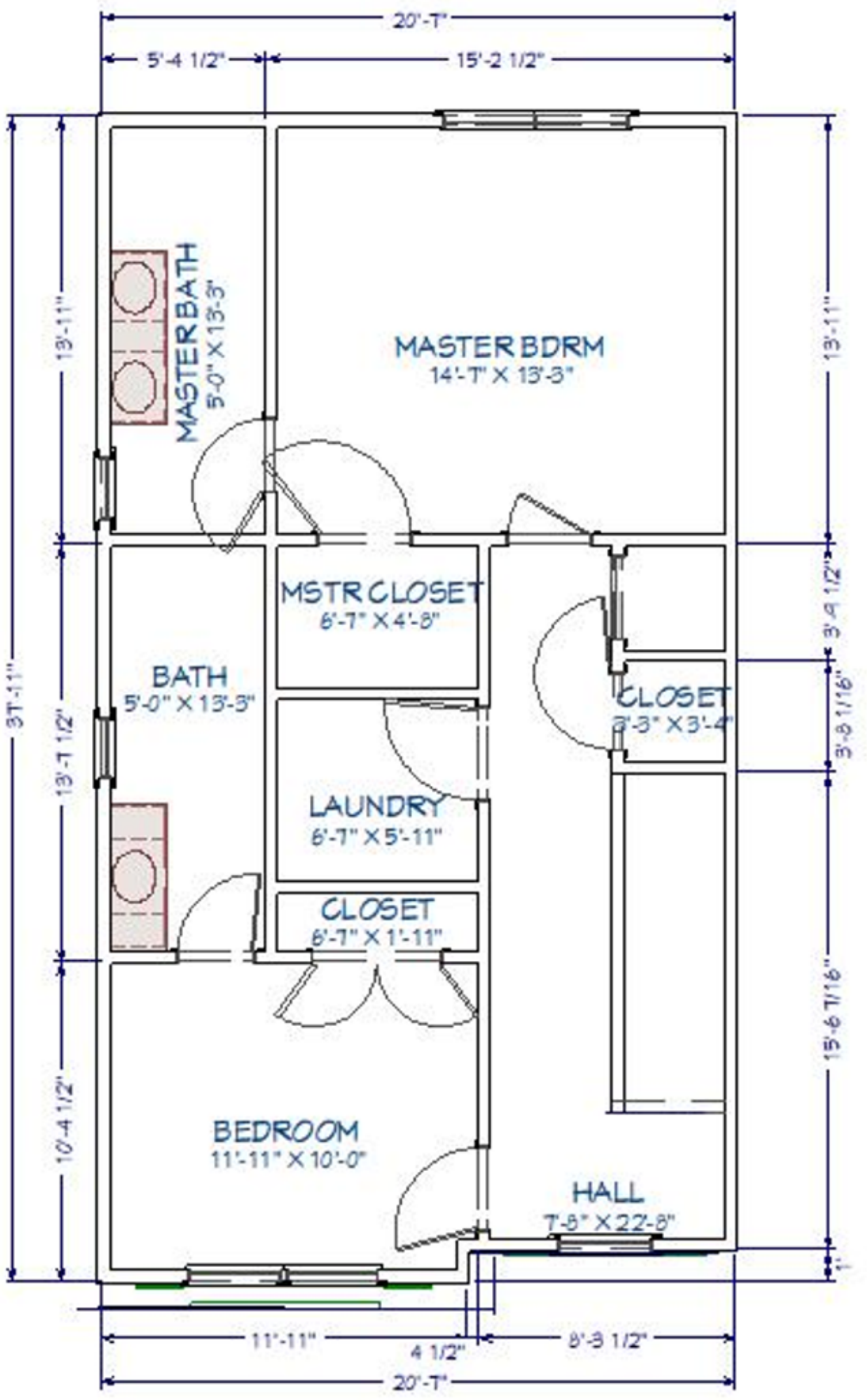




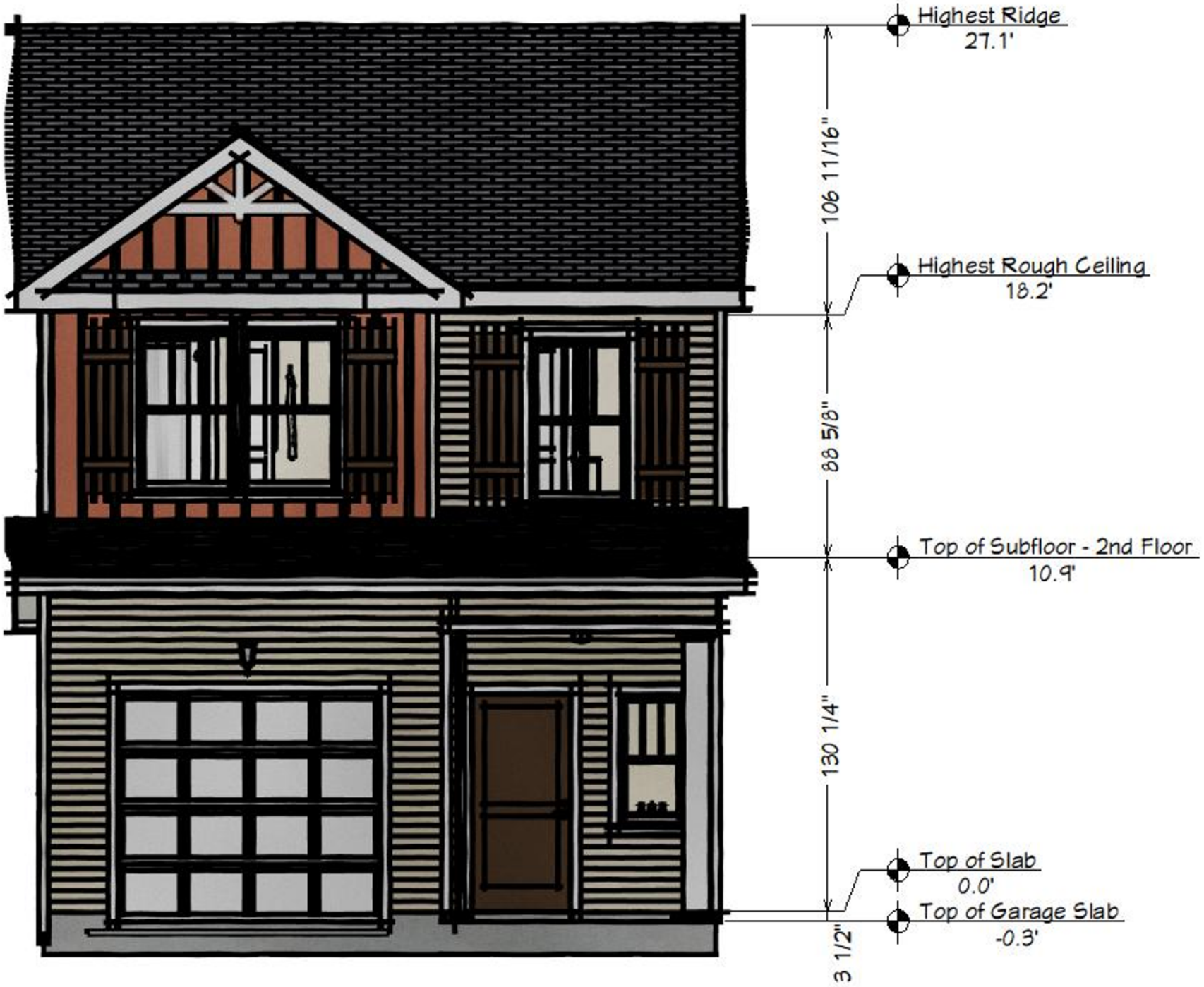
Jennings FLOOR PLAN (FIRST FLOOR)



JENNINGS FLOOR PLAN (SECOND FLOOR)



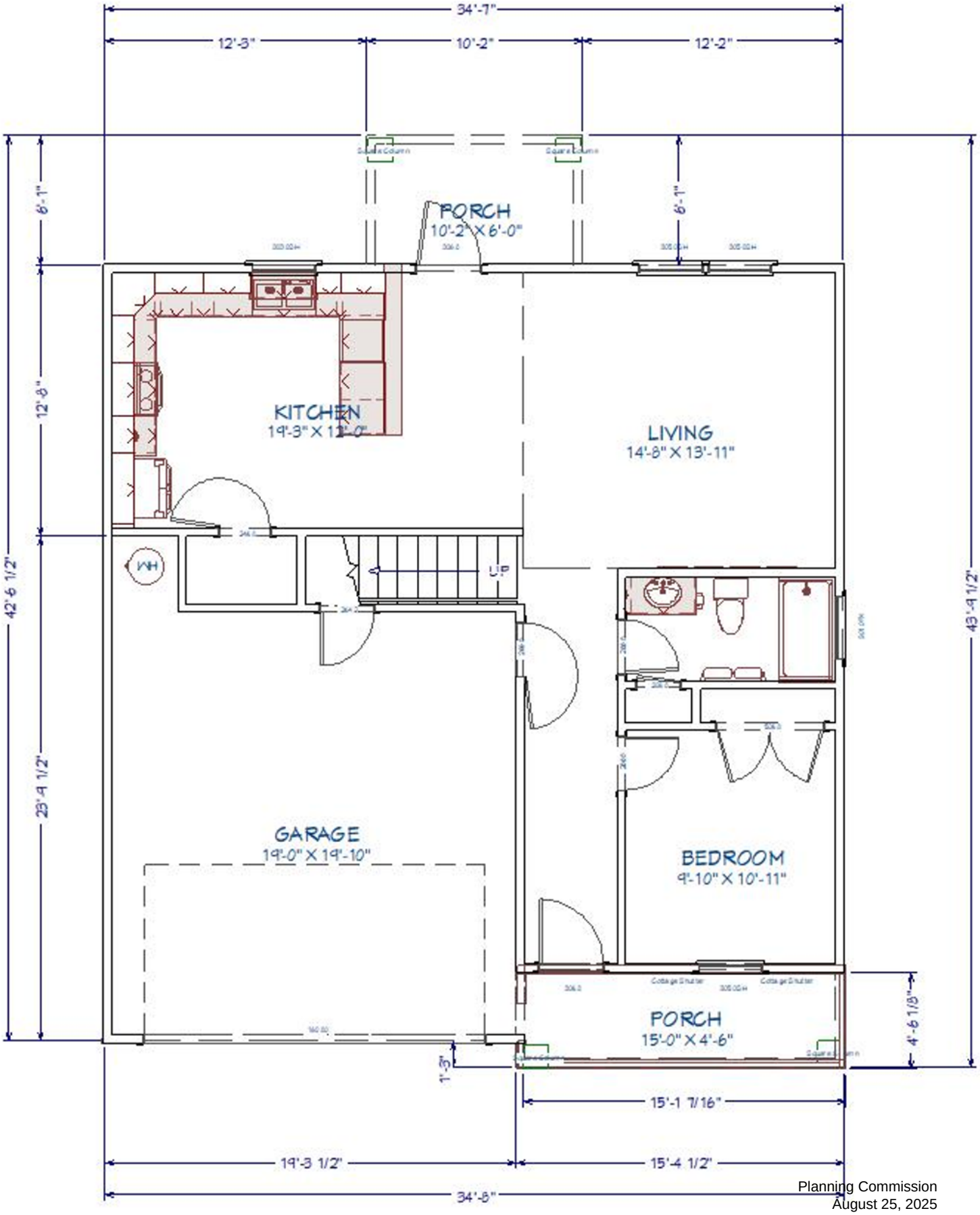
JENNINGS FRONT ELEVATION



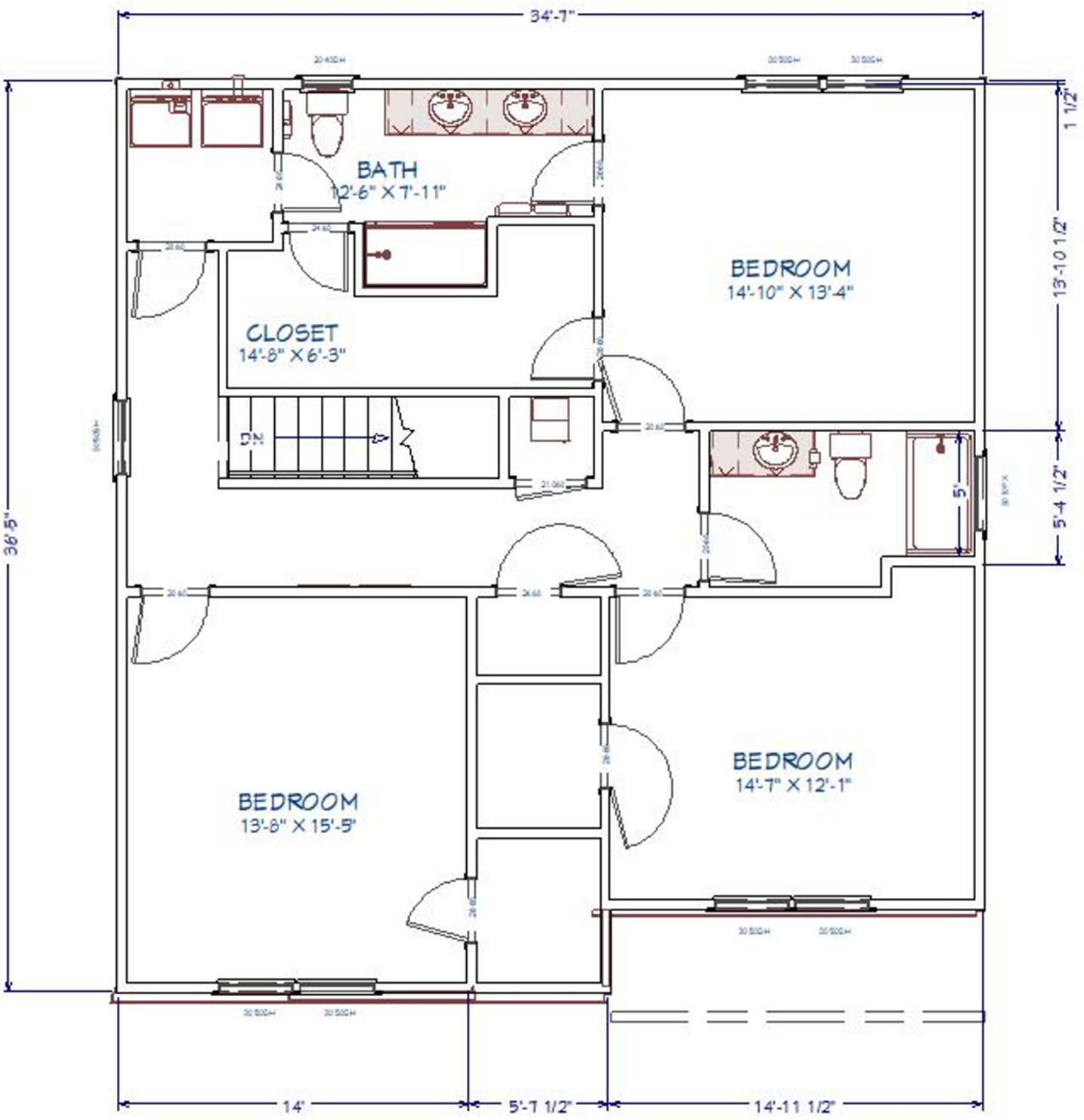
JENNINGS RENDERING



SPENCER (FIRST FLOOR)



SPENCER (SECOND FLOOR)



SPENCER FRONT ELEVATION

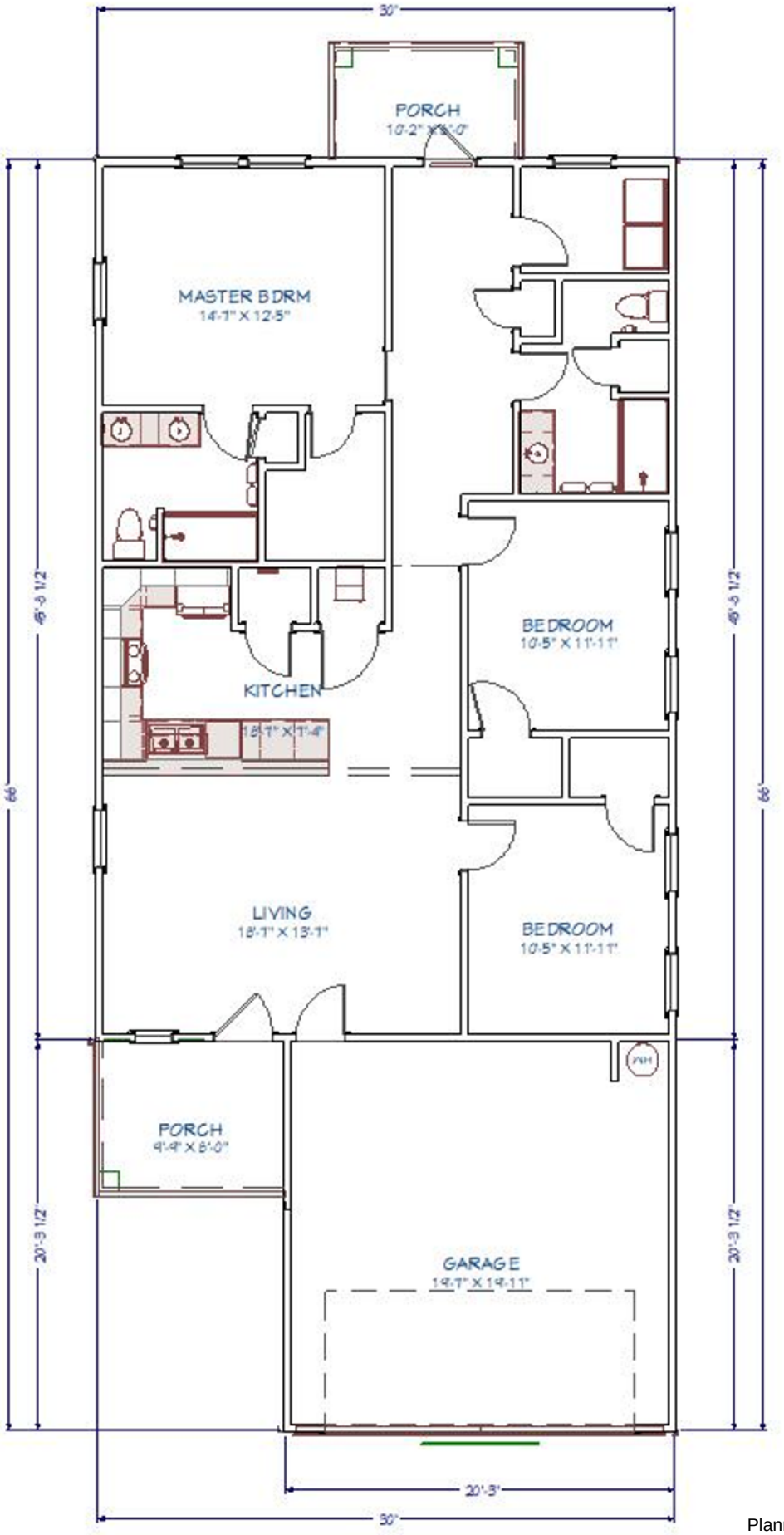


SPENCER RENDERINGS





Warren FLOOR PLAN



WARREN FRONT ELEVATION



WARREN RENDERING



EXHIBIT E
EXAMPLE MONUMENT SIGN

OPTION FOUR
NON ILLUMINATED
DOUBLE SIDED STRUCTURE
SCALE 1/2”=1’

CLIENT TO RUN ELECTRICAL CONDUIT TO MONUMENT SITE

EXHIBIT C - EXAMPLE MONUMENT SIGN

painted/print aluminum panel

routed 1/16” down,

routed 1/16” down,

9' x 5' = 45 square feet display

132”
108”
105”
96”
8”
10”
7”
96”
60”
52”
3-4’

A NEXT CHAPTER
DUPONT
MEADOWS
NEIGHBORHOOD

GRADE

posts go into concrete footer

4” Aluminum Post Structure, Painted

Aluminum Panels with routed details digitally printed wood grain and “a next chapter...”

1/2”thk FCO Dupont Meadows

Panels mounted to 4” vertical supports

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www.vicinitysignstudio.com

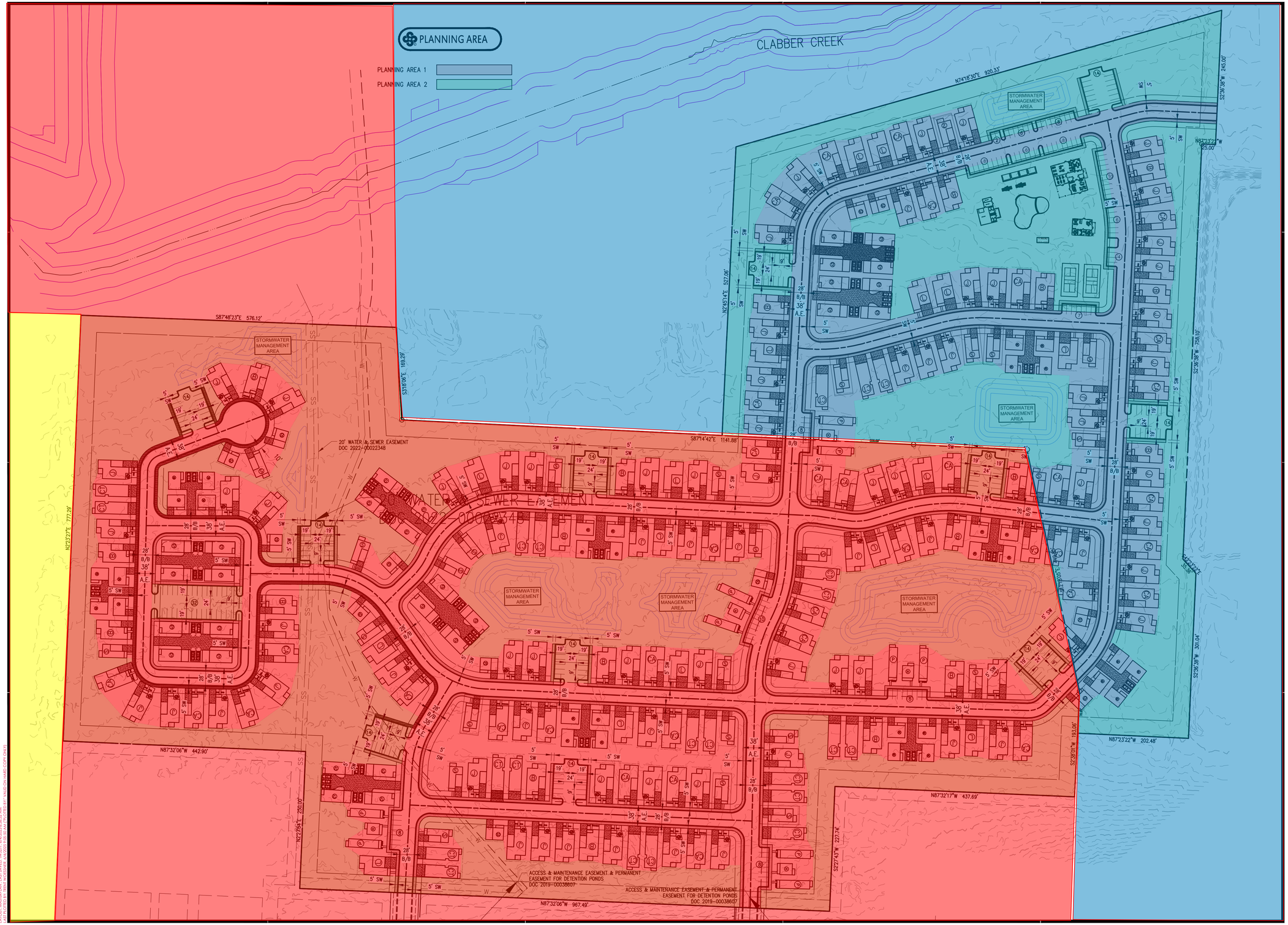
Vicinity SIGN STUDIO

Project: Dupont Meadows
Location: Fort Wayne, IN
Contact: —
Date: 06|23|2023
Page: 1 of 2
Designer: BJ/AK

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Approval: ☐ APPROVED ☐ APPROVED AS NOTED ☐ NOT APPROVED - REVISE AS NOTED

SIGNATURE DATE



300 N College Ave., Suite 317
Fayetteville, Arkansas 72701
Crafton Tull
architecture | engineering | surveying
479.636.4838 t

CERTIFICATE OF AUTHORIZATION:

CERTIFICATE OF AUTHORIZATION
CRAFTON, TULL & ASSOCIATES, INC.
No. 109
ARKANSAS ENGINEER

GRAPHIC SCALE IN FEET
80' 0 80'

NEXT CHAPTER NEIGHBORHOOD AT UNDERWOOD PARK

FAYETTEVILLE, AR

Key Plan

- Existing CPZD Zoning
- Existing RSF-1 Zoning
- Existing RSF-4 Zoning

No.	Description	Date

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PROJECT NO: 25301700
ISSUE DATE: 06/04/2025
CONTACT: C. THREET
QC by:
QC Date:

PRELIMINARY PLANS

THIS DOCUMENT IS PRELIMINARY IN NATURE AND IS NOT A FINAL, SIGNED AND SEALED DOCUMENT

NOT FOR CONSTRUCTION ... REVIEW SET ... NOT FOR CONSTRUCTION ... REVIEW SET ...

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EXHIBIT C MASTERPLAN

2 OF 2

DRAWING: \\EIGHTFORMS.COM\LES\2530\700_NEXTCHAPTER_UNDERWOOD\INFRASTRUCTURE\CIVIL\DWG\MASTER PLAN FOR PZD.DWG
LAYOUT: MASTER PLAN - 24X36 ARCH D | XREF: 442023A.DWG, 442023A-PROJECTED.DWG | BY: YVALD ON HARD COPY ONLY
PLOTTED: 06/05/2025 - 4:42:23 PM | PLOTTED BY: YVALD ON HARD COPY ONLY

Public Comment
PZD-2025-0003

From: Masters, Jessica
Sent: Monday, August 11, 2025 4:15 PM
To: Steve Forsgren <sforsgren@forsgreninc.com>; Planning Shared <planning@fayetteville-ar.gov>
Cc: Bland, Justin <jbland@fayetteville-ar.gov>
Subject: RE: Underwood/KTB Limited Partnership

Good afternoon,

Apologies for the delay in response. Thank you for submitting public comment regarding PZD-2025-0003. Staff has received your email, and it will be forwarded to the Planning Commission for their consideration. They will be reviewing this item at their hearing scheduled for 5:30 PM tonight, August 11.

Members of the public are invited to attend either in-person in room 219 in City Hall, or virtually through zoom. Information about how to attend via zoom can be found at this link: https://www.fayetteville-ar.gov/3949/Zoom-Meeting-Instructions

As far as your question, it is currently our understanding that the applicant is proposing for the connection to Deane Solomon to be done with the project. This will provide a second point of access for the project which should lessen the impact on Emil Drive. A more in depth review of traffic would be performed with the entitlement submittal.

Thank you,

Jessie

Jessie Masters, AICP

Planning Director

Development Services

City of Fayetteville, Arkansas

(479) 575-8239

www.fayetteville-ar.gov

Website | Facebook | Twitter | Instagram | YouTube



From: Steve Forsgren <sforsgren@forsgreninc.com>
Sent: Monday, August 11, 2025 3:37 PM
To: Planning Shared <planning@fayetteville-ar.gov>
Cc: Masters, Jessica <jmasters@fayetteville-ar.gov>
Subject: RE: Underwood/KTB Limited Partnership

CAUTION: This email originated from outside of the City of Fayetteville. Do not click links or open attachments unless you recognize the sender and know the content is safe.

I never received any response for this.

Thanks,

Steve Forsgren, P.E.

Forsgren, Inc. – President/CEO

From: Steve Forsgren <sforsgren@forsgreninc.com>
Sent: Friday, August 1, 2025 9:56 AM
To: Planning Shared <planning@fayetteville-ar.gov>
Cc: Masters, Jessica <jmasters@fayetteville-ar.gov>
Subject: RE: Underwood/KTB Limited Partnership

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My main concern would be the addition traffic being generated in an area that at peak times is already stressed along Deane Solomon Road, especially near W Emil & N Shiloh. I read that they are planning to dedicate ROW for a connection to Deane Solomon to the east. Will that connection be constructed as a part of the development or will that be done later?

Thanks,

Public Comment
PZD-2025-0003

Steve Forsgren, P.E.

Forsgren, Inc. – President/CEO

From: Planning Shared <planning@fayetteville-ar.gov>
Sent: Monday, July 28, 2025 3:33 PM
To: Planning Shared <planning@fayetteville-ar.gov>; Steve Forsgren <sforsgren@forsgreninc.com>
Cc: Masters, Jessica <jmasters@fayetteville-ar.gov>
Subject: RE: Underwood/KTB Limited Partnership

Please see their attached submittal document.

https://www.dropbox.com/scl/fo/jdxfxcej3fu2e64ihjgih/ABUqk7AQg-07LhnyWPSc11k?rlkey=wg0cgnme1w8565fcx3fo6pmxv&st=859cvss4&dl=0

Feel free to contact me if you need anything else.

Thank you

Mirinda Hopkins

Development Coordinator

Planning Division

City of Fayetteville

479-575-8267

From: Steve Forsgren <sforsgren@forsgreninc.com>
Sent: Monday, July 28, 2025 3:14 PM
To: Planning Shared <planning@fayetteville-ar.gov>
Subject: Underwood/KTB Limited Partnership

CAUTION: This email originated from outside of the City of Fayetteville. Do not click links or open attachments unless you recognize the sender and know the content is safe.

I received a notice in the mail regarding an item on the 8/11/25 planning commission meeting regarding a residential PZD applied for by Trent Woessner with Crafton-Tull. We own a house in the area and would like to review any information on the proposed PZD/development that you can provide.

Thanks,

Steve Forsgren, P.E.

Forsgren, Inc. – President/CEO

3000 North 23rd Street

Fort Smith, AR 72904

Office 479.782.1061

Cell 479.353.0504

sforsgren@forsgreninc.com

www.forsgreninc.com

-----Original Message-----

From: MARYE HUCKINS <mjh4ent@aol.com>

Sent: Monday, August 11, 2025 11:34 AM

To: Planning Shared <planning@fayetteville-ar.gov>

Subject: Project Proposal : 2569-2551 N. Raven Lane

Public Comment
PZD-2025-0003

CAUTION: This email originated from outside of the City of Fayetteville. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello, This is regarding the Project Proposal of a PZD at 2569-2551 N. Raven Lane at Crystal Springs Village . My name is Marye Huckins (and James Huckins). We bought and live at 2994 W. Azurite St. which borders and faces the proposed development of the Craig and Laura Underwood Revocable Trust : KTB limited partnership.

We were told when we bought our retirement home here that said property would not be developed as a housing development, but would stay a Green Space with walking trails. That is the reason we chose this beautiful peaceful spot to live.

We believe that the development will not only bring down the value of our home and other homes in the neighborhood , but it will destroy the Habitat and Environment that is home to many species of birds , including Painted Buntings, Indigo Buntings, Gold Finches, Cardinals, Wrens, kildeer, Hummingbirds and many others. Geese, Ducks and Deer come to use the ponds that border it on the west end. A housing Development would destroy the beautiful trees , green space and their Environment and Habitat.

PLEASE CONSIDER REZONING this as an EXTENSION of the old Razorback Golf Course City Park with walking trails. If not ALL, AT LEAST the west section of this property next to the ponds, to be used as a Green Space Habitat. . Thank you for your sincere consideration ! Sincerely, James and Marye Jones-Huckins

2994 W. Azurite St. Fayetteville, Ar. 72704 (Crystal Springs Village. 479-530-3218.

Sent from my iPhone

PUBLIC ACCESS EASEMENT AGREEMENT

THIS PUBLIC ACCESS EASEMENT AGREEMENT (this "Agreement") is made as of _____ , 2025, by and between _____, a _____("Grantor") and the CITY OF FAYETTEVILLE, ARKANSAS, [a municipal corporation] ("~~CityCity~~City").

WHEREAS, Grantor is the owner of certain property located in Washington County, Arkansas, Parcel ID Numbers 765-16658-050 and 765-16658-022, as more particularly described on **EXHIBIT A** attached hereto (the "Property"); and

WHEREAS, Grantor intends to construct on the Property a housing development consisting of detached units (the "Project"), which will include certain roadways and walkways across the Property that will provide vehicular and pedestrian ingress and egress between, through, across the property (the "Improvements"), as generally depicted on **EXHIBIT B** attached hereto and more particularly described on **EXHIBIT C**[1] attached hereto (the "Access Easement Areas"); and

WHEREAS, Grantor desires to grant to City a nonexclusive easement for public access on, across and through the Access Easement Areas;

NOW, THEREFORE, in consideration of the above recitals, the Grantor and City agree as follows:

1. Grant. Subject to the limitations set forth in Paragraph 4 and all terms of this Agreement, Grantor hereby grants to City a nonexclusive easement (the "Easement") upon and across the Access Easement Areas for public access for vehicular and pedestrian ingress and egress purposes~~; provided, however, that the public access granted herein shall exclude any vendor or other commercial activities or operations not expressly permitted by Grantor~~. The right of City and the public to use the Access Easement Areas shall not extend to uses inconsistent with Grantor's use and operation of the Property such as loitering~~, vendor or commercial activities~~ or other types of uses that may constitute public or private nuisance or uses prohibited by the Rules and Regulations (as defined below) or inconsistent with any restrictions, covenants and easements of record. Grantor reserves the exclusive right to grant to third parties additional nonexclusive easements or rights within the Access Easement Areas, including, without limitation, for access, recreational purposes and utilities, provided such uses do not unreasonably interfere with the use of the Easement.

2. Construction and Maintenance. Grantor shall construct the Improvements as part of its construction of the Project. Upon completion of construction of the Improvements, City, on behalf of itself and members of the public, hereby accepts the Access Easement Area in its as-is, where-is condition and with all faults. City shall not be responsible for operating or maintaining the Improvements or the Access Easement Areas. ~~Subject to compliance with applicable zoning ordinances, Grantor shall have the right, from time to time and at any time, to place or install amenities on the Access Easement Areas consistent with the use of the Access Easement Areas as set forth herein, at Grantor's sole discretion, and Grantor shall have the right to remove the same at any time and from time to time.~~ Grantor shall at all times maintain the Easement Area in a good, safe, and clean condition~~.~~, which shall be at least consistent with the condition of the public right of ways owned and maintained by the City, and in accordance with all applicable laws, rules, and regulations. If Grantor fails to perform such maintenance and such failure continues for sixty (60) days after written notice from City specifying the

[1] NTD: To be revised depending on whether there will be a separate legal description for the Access Easement Areas.

~~4919-3620-2334.3~~4919-3620-2334.4

Blake Pennington [BP1] August 14, 2025 08:49 AM
~~This would prevent an ice cream truck from driving down that unless they had express permission.~~

Blake Pennington [BP2] August 14, 2025 08:49 AM
How do they monitor and enforce this?

Duran, Samantha [SD3] August 21, 2025 09:32 AM
This depends on the circumstance. If someone was loitering or otherwise causing a nuisance then Next Chapter would look to the police to enforce in accordance with the police's typical procedures. If someone was parking in a non-parking area, then Next Chapter would like the ability to boot or tow the car as needed. The intent of this language is to clarify that the easement granted has some appropriate limits so that if a person's car was towed (for example) that person could not point to the easement and state that, as a member of the public, they have the right to park anywhere.

Blake Pennington [BP4] August 14, 2025 08:50 AM
~~What does this mean?~~

Blake Pennington [BP5] August 14, 2025 08:51 AM
Would like to have Public Works look at this language and see how they would interpret this standard.

Duran, Samantha [SD6] August 21, 2025 09:39 AM
Understood. Please feel free to propose any language Public Works feels is appropriate. As the owner and operator of the community, Next Chapter has every incentive to ensure that the roads are well maintained.

Blake Pennington [BP7] August 14, 2025 08:50 AM
Are there rules or regulations on private streets? The only thing I can think of is that we add regulations as conditions to the MSP amendment and PZD.

Duran, Samantha [SD8] August 21, 2025 09:38 AM
That would be acceptable.

nature of the failure or such additional period of time as is necessary so long as Grantor has commenced the cure of such failure within such 60 day period and is diligently pursuing such cure to completion (the "Notice Period"), then City shall have the right, but not the obligation, to perform such required maintenance or repair ("Step-In Rights") and any reasonable costs and expenses incurred by City in exercising its Step-In Rights shall be reimbursed by Grantor to City within sixty (60) days following Grantor's receipt of an invoice and reasonable documentation of such costs. Failure by Grantor to so reimburse shall constitute a material default under this Agreement. If Grantor and the City are unable to agree upon reasonable costs and expenses, then the matter shall be submitted to a third-party engineer for determination whose decision shall be final. The third-party engineer shall be selected by the mutual agreement of both Grantor and the City and shall be paid for by Grantor.

Blake Pennington [BP9] August 14, 2025 08:52 AM
This could just lead to a fight over what is reasonable. And if they fail to make the payment it would require litigation.

Duran, Samantha [SD10] August 21, 2025 09:46 AM
We addressed by having any disputes mediated by a third party engineer paid for by Next Chapter.

3. Public Rights. Grantor shall, at all times, make the Access Easement Areas available for use by members of the public, except for such times as the Access Easement Areas or any portion thereof must be temporarily closed for maintenance or repair, to protect against unsafe conditions (including, without limitation accumulation of snow or ice) or to avoid the acquisition of adverse or prescriptive rights. If the Access Easement Area needs to be closed to protect against unsafe conditions, Grantor will use commercially reasonable efforts to remove or remedy the unsafe condition and restore public access consistent with other roadways, sidewalks and walkways within the Project. Grantor shall have the right periodically (i.e., not more than once a year and not more than 24 hours at a time) to close off the Access Easement Areas in order to prevent the acquisition of any adverse or prescriptive rights by members of the public or other users. Grantor will place appropriate signage indicating closure in advance of such closure, if planned, otherwise immediately upon closure, indicating the duration of such closure, if known, and such signage shall remain in place throughout the closure. In the event of planned closures for maintenance/repair or to prevent the acquisition of adverse or prescriptive rights, Grantor shall also notify the City in writing and shall ensure the notice is delivered to the City at least 3 days prior to the planned closure.

4. Rules and Regulations. The City shall, at all time, have the right to enforce all traffic laws, rules and regulations in and upon the Access Easement Area in accordance with and to the extent permitted by law, including without limitation, AR Code § 27-51-104 (2024). Grantor shall have the right to promulgate and enforce reasonable rules and regulations (the "Rules and Regulations") regarding the use of the Access Easement Areas by the public and shall have the right to enforce such Rules and Regulations in accordance with all applicable laws and governmental rules and regulations, provided such Rules and Regulations have been approved by City, which approval shall not be unreasonably withheld.

Blake Pennington [BP11] August 14, 2025 09:00 AM
What is the enforcement mechanism?

Duran, Samantha [SD12] August 21, 2025 09:49 AM
As discussed above, it depends on the circumstance. If someone was loitering or otherwise causing a nuisance then Next Chapter would look to the police to enforce in accordance with the police's typical procedures. If someone was parking in a non-parking area, then Next Chapter would like the ability to boot or tow the car as needed.

5. Alterations. Grantor shall be permitted to make alterations to the Access Easement Areas. City shall not make any alterations or modifications to the Access Easement Areas without the prior written consent of Grantor, which may be withheld in Grantor's sole and absolute discretion.

6. Run with the Land. City may not assign this Agreement or any of the rights granted hereunder without the prior written consent of Grantor. This Agreement shall run with the Property and shall be binding on Grantor and its respective heirs, successors and assigns.

7. Amendment. This Agreement may be amended only by a written instrument executed by both City and Grantor.

8. Counterparts. This Agreement may be executed in any number of counterparts, and each counterpart shall be deemed to be an original instrument, but all such counterparts together shall constitute but one Agreement.

9. No Joint Venture. No provision hereof shall be deemed to constitute the parties hereto as partners of one another or joint ventures of one another or in any way obligate any party hereto for the performance of any obligation of the other party hereto.

10. Notice. Any notice required under this Agreement shall be in writing, addressed to the appropriate party by first class U.S. Mail or electronic mail at the following addresses:

CITY OF FAYETTEVILLE
Attn: Mayor's Office
113 W. Mountain Street
Fayetteville, AR 72701

GRANTOR
Attn: _____
Address 1
Address 2

[Signature Page Follows]

In Witness Whereof, the Grantor and City have hereunto set their hands and seals on this ____ day of _____, 2025.

GRANTOR:

_____,
a _____

By: _____
Its: _____

By: _____
Its: _____

By:_____
_____, _____

STATE OF _____)
)ss.
_____ COUNTY)

This instrument was acknowledged before me on _____ , 2025 by _____, the _____ of _____, the _____ of _____, the _____ of _____.

_____
Notary Public, State of Arkansas
My commission: _____

This document was drafted by:

_____, Esq.
_____
_____
_____

CITY:

CITY OF FAYETTEVILLE, ARKANSAS,
a municipal corporation

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: [City Clerk]

Approved as to form and execution:

_____
Name:
Title: [City Attorney]

STATE OF ARKANSAS)
)ss.
WASHINGTON COUNTY)

This instrument was acknowledged before me on _____ , 2025.

_____
Notary Public, State of Arkansas
My commission: _____

LIST OF EXHIBITS

EXHIBIT A: Legal Description of the Property

EXHIBIT B: Depiction of the Access Easement Areas

EXHIBIT C: Legal Description of the Access Easement Areas

EXHIBIT A

Legal Description of the Property

Part of the Southeast Quarter (SE¼) of Section 32, Township 17 North, Range 30 West, Washington County, Arkansas, more particularly described as follows: Commencing at the Southwest corner of the Southeast Quarter of said Section 32; thence North 02°23'27" East 1381.39 feet to the point of beginning; thence North 02°23'27" East a distance of 777.29 feet; thence South 87°48'23" East a distance of 576.11 feet; thence South 03°18'06" East a distance of 169.29 feet; thence South 87°14'42" East a distance of 1141.88 feet; thence South 12°18'05" East a distance of 449.85 feet; thence South 02°38'01" West a distance of 193.06 feet; thence North 87°32'17" West a distance of 437.69 feet; thence South 02°27'43" West 227.74 feet; thence North 87°32'06" West a distance of 967.49 feet; thence North 02°27'54" East a distance of 250.00 feet; thence North 87°32'06" West a distance of 442.90 feet to the point of beginning. Containing 33.31 acres, more or less. Subject to any easements of record or fact.

Part of the NW 1/4 of the SE 1/4 of Section 32, Township 17 North, Range 30 West, Washington County, Arkansas, more particularly described as follows: Commencing at the SE corner of Section 32; thence North 87°16'59" West a distance of 782.21 feet to the East line of Crystal Springs Subdivision; thence along said line North 02°38'01" East a distance of 1483.34 feet to the point of beginning; thence North 02°38'01" East a distance of 76.97 feet; thence North 12°18'05" West a distance of 449.85 feet; thence North 87°14'42" West a distance of 556.89 feet; thence North 02°45'14" East a distance of 527.06 feet; thence North 74°18'30" East a distance of 920.33 feet; thence South 02°36'38" West a distance of 245.00 feet; thence North 87°23'22" West a distance of 25.00 feet; thence South 02°36'38" West a distance of 758.10 feet; thence South 42°23'22" East a distance of 35.36 feet; thence South 02°36'38" West a distance of 301.04 feet; thence North 87°23'22" West a distance of 202.48 feet to the point of beginning, containing 16.01 acres, more or less and subject to any easement of record or fact. Also known as Lot 4 as shown on Plat Record 024A-00000298.

EXHIBIT B

Depiction of the Access Easement Areas

[See attached]

EXHIBIT C

Legal Description of the Access Easement Areas

[See attached]

Summary report: Litera Compare for Word 11.7.0.54 Document comparison done on 8/21/2025 10:30:13 AM	
Style name: Default Style	
Intelligent Table Comparison: Active	
Original filename: Fayetteville (Underwood and KTB) - Public Access Easement - bp8.14.25 (003).docx	
Modified DMS: nd://4919-3620-2334/4/Fayetteville (Underwood and KTB) - Public Access Easement.docx	
Changes:	
Add	11
~~Delete~~	10
~~Move From~~	0
Move To	0
Table Insert	0
~~Table Delete~~	0
Table moves to	0
~~Table moves from~~	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	21

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2025-1673

MEETING OF SEPTEMBER 16, 2025

TO: Mayor Rawn and City Council

THRU: Keith Macedo, Chief of Staff
Jonathan Curth, Development Services Director
Jessica Masters, Planning Director

FROM: Donna Wonsower, Senior Planner

SUBJECT: **ANX-2025-0001: Annexation (W. LIERLY LN/MOORE, 244 & 283): Submitted by RMP LLP for property located on W. LIERLY LN. The property is in the FAYETTEVILLE PLANNING AREA and contains approximately 19.92 acres. The request is to annex the property into the city limits of Fayetteville.**

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

BACKGROUND:
The subject property is unincorporated land located near west Fayetteville on the south side of W. Lierly Ln. and abutting W. Violet St. and W. Berseis Dr. The property contains two undeveloped parcels totaling 19.92 acres. The property is partially encumbered by hydric soils.

Request: The request is to annex the subject property into the City of Fayetteville. A request to rezone the property to NC, Neighborhood Conservation (RZN-2025-0032) has been submitted concurrently with this application, as all parcels are annexed into the city limits as R-A, Residential Agricultural.

Public Comment: Staff received two comments in opposition to the annexation request, citing increased traffic, demand on existing utilities and other city services, potential impact of development on adjacent neighborhoods, and a desire for the property to remain undeveloped to protect existing views.

Annexation Guiding Policies: The guiding policies for annexations are outlined in City Plan 2040. In evaluating this request under these policies, staff finds that the requested annexation aligns with stated city goals. Items in favor of the annexation include the partial closure of an existing peninsula, presence of public water and sewer directly on or adjacent to the property, proximity to city right-of-way, potential to preserve sensitive environmental areas, undeveloped nature of the property and proximity of adjacent developments within city limits. Additionally, due to recent changes at the state level, cities no longer have jurisdictional authority outside of their city limits, and annexation into city limits will likely clarify jurisdiction of the subject area. It would also re-permit the application of city regulations where subdivision standards previously applied. Items against the annexation include emergency service response times above stated goals and known wet weather sewer capacity issues.

Given the moderate size of the subject property, a fiscal impact assessment was not conducted for the

requested annexation. However, it should be noted that annexing land toward the western extent of the City and developing it can pose financial challenges for the City to maintain the public infrastructure in a fiscally sustainable manner; however, staff does not anticipate that this will be an issue for this property given existing residential developments directly adjacent to the property to the east, west, and south.

DISCUSSION:
At the August 25, 2025, Planning Commission meeting, a vote of 6-0-1 forwarded the request. The applicant noted the reduction of the existing peninsula, proximity of utilities and adjacent higher density zoning districts including NC, Neighborhood Conservation, as well as compatibility with surrounding neighborhoods. One neighbor spoke against the request, citing a desire for his property to remain outside of city limits and requesting that the Commission get more information on the final layout of any proposed development before either annexing or rezoning the requested properties. Also noted was an error in the staff report that stated W. Grouse St. was adjacent to the subject area.

Commissioners in favor of the annexation cited infill potential given adjacent development and proximity of adjacent services. Commissioner Cabe motioned, and Commissioner Werner seconded. Commissioner McGetrick recused. No commissioners voted against the request.

BUDGET/STAFF IMPACT:
NA

ATTACHMENTS: 3. Staff Review Form, 4. Exhibit A, 5. Exhibit B, 6. Staff Report

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

File #: 2025-1673

AN ORDINANCE TO ANNEX THAT PROPERTY DESCRIBED IN ANNEXATION PETITION ANX 25-001 SUBMITTED BY RMP LLP FOR PROPERTY LOCATED ON WEST LIERLY LANE ADJACENT TO WARD 4 CONTAINING APPROXIMATELY 19.92 ACRES

WHEREAS, RMP LLP have properly secured the Washington County Judge's authorization to annex 19.92 acres located on West Lierly Lane adjacent to Ward 4 into the City of Fayetteville.

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 confirms the annexation to the City of Fayetteville, Arkansas of about 19.92 acres as described in Exhibit B and the map shown on Exhibit A, both attached to the Planning Department's agenda memo.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby zones the newly annexed property R-A, Residential Agricultural.

Section 3: That the City Council of the City of Fayetteville, Arkansas hereby amends the official map and zoning map of the City of Fayetteville to recognize this annexation.

Section 4: That the City Council of the City of Fayetteville, Arkansas hereby assigns this 19.92 acres to Ward Four of the City of Fayetteville.

City of Fayetteville Staff Review Form

2025-1673

Item ID

9/16/2025

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

Jonathan Curth	8/29/2025	DEVELOPMENT REVIEW (630)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

ANX-2025-0001: Annexation (W. LIERLY LN/MOORE, 244 & 283): Submitted by RMP LLP for property located on W. LIERLY LN. The property is in the FAYETTEVILLE PLANNING AREA and contains approximately 19.92 acres. The request is to annex the property into the city limits of Fayetteville.

Budget Impact:

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

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

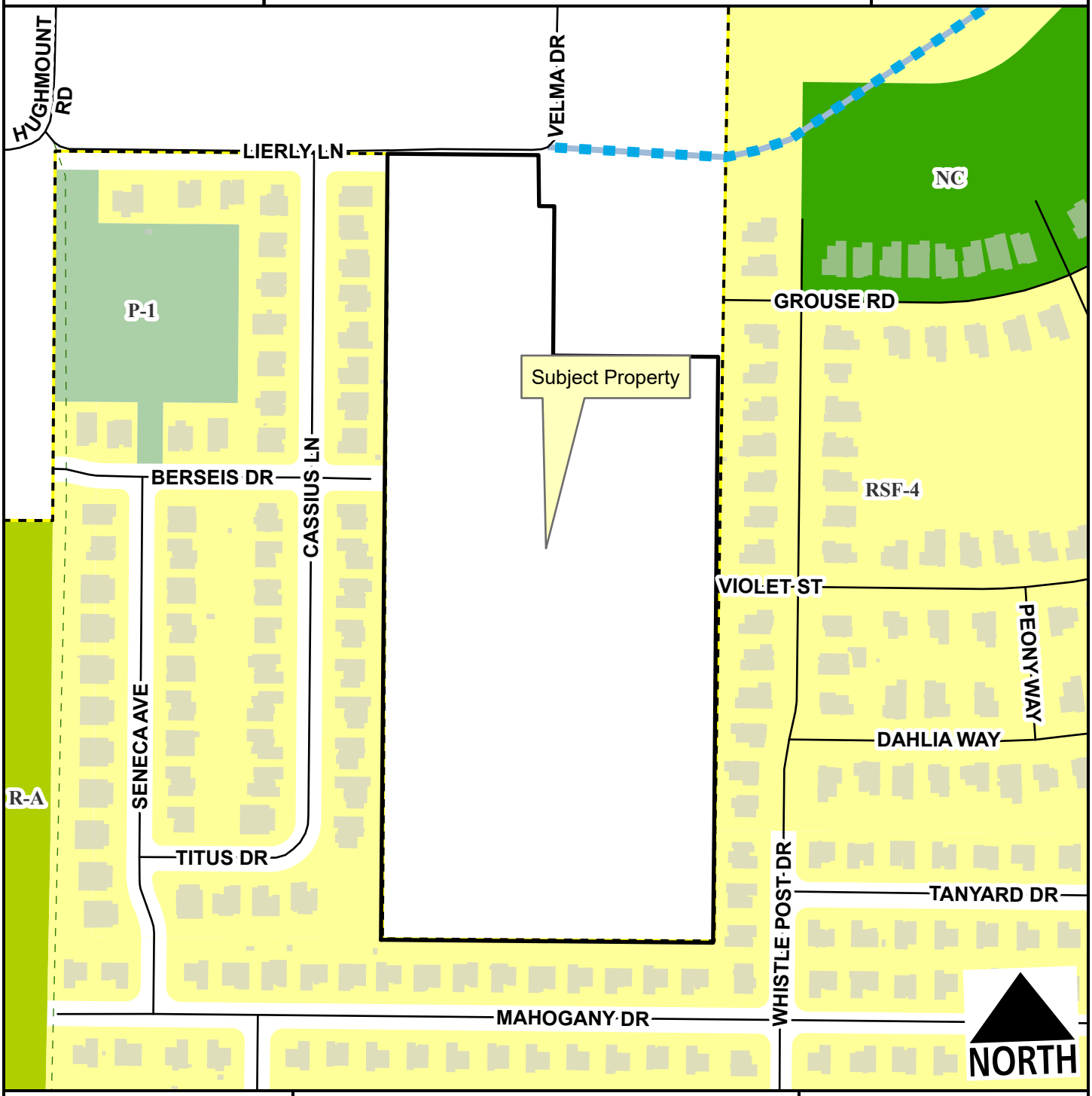
Comments:

ANX-2025-0001

Close Up View

W. LIERLY LN

Exhibit 'A'
ANX-2025-0001



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

Feet

0 105 210 420 630 840

1:3,400

EXHIBIT 'B'

ANX-2025-0001

LEGAL DESCRIPTION

Parcel 001-16788-000 (located in Washington County, Arkansas)

A part of the Southwest Quarter (SW 1/ 4) of the Northeast Quarter (NE 1/4) and a part of the Northwest Quarter (NW 1/4) of the Southeast quarter (SE 1/4) of Section Thirty One (31), Township Seventeen (17) North, Range Thirty (30) West, being more particularly described, to-wit: Beginning at a point which is N 89°59'40" E 651.0 feet from the Northwest corner of said Southwest Quarter (SW 1/4), Northeast Quarter (NE 1/4) and running, thence N 89°59'40" E 325.5 feet; thence South 1540.0 feet; thence S 89°59'40" W 325.5 feet; thence North 1540.0 feet to the point of beginning. Containing 11.51 acres, more or less.

AND

Parcel 001-16811-001 (located in Washington County, Arkansas)

A part of the Southwest Quarter (SW 1/4) of the Northeast Quarter (NE 1/4) and a part of the Northwest Quarter (NW 1/4) of the Southeast Quarter (SE 1/4) of Section Thirty One (31), Township Seventeen (17) North, Range Thirty (30) West, being more particularly described, to-wit: Beginning at a point which is N 89°59'40" E 976.5 feet from the Northwest corner of said Southwest Quarter (SW 1/ 4) Northeast Quarter (NE 1/ 4) and running thence N 89°59'40" E 325.5 feet to the Northeast corner of said Southwest Quarter (SW 1/4), Northeast Quarter (NE 1/4); thence South 1540.0 feet; thence S 89°59'40" W 325.5 feet; thence North 1540.0 feet to the point of beginning, containing 11.5 acres, more or less.

LESS AND EXCEPT

A part of the Southwest Quarter (SW 1/4) of the Northeast Quarter and a part of the Northwest Quarter of the Southeast Quarter of Section 31, Township 17 North, Range 30 West, Washington County, Arkansas, being more particularly described as follows, to-wit: Beginning at the Northeast corner of the Southwest Quarter of the Northeast Quarter of said Section 31 and running thence S 89°59'40" W 367.08 feet; thence S 01°01'05" E 100.00 feet; thence N 89°59'40" E 30.00 feet; thence S 00°01'05" E 292.47 feet; thence N 89°59'41" E 333.63 feet; thence N 00°29'04" E 392.49 feet to the point of beginning, containing 3.09 acres, more or less.

CITY OF FAYETTEVILLE ARKANSAS

PLANNING COMMISSION MEMO

TO: Fayetteville Planning Commission

THRU: Jessie Masters, Planning Director

FROM: Donna Wonsower, Senior Planner

MEETING DATE: August 25, 2025 (UPDATED WITH MEETING RESULTS)

SUBJECT: **ANX-2025-0001: Annexation (W. LIERLY LN/MOORE, 244 & 283):** Submitted by RMP LLP for property located on W. LIERLY LN. The property is in the FAYETTEVILLE PLANNING AREA and contains approximately 19.92 acres. The request is to annex the property into the city limits of Fayetteville.

RECOMMENDATION:
Staff recommends forwarding **ANX-2025-0001** to City Council with a recommendation of approval.

RECOMMENDED MOTION:
*"I move to forward **ANX-2025-0001** to City Council with a recommendation of approval."*

BACKGROUND: Correction: Subject area does not have frontage along W. Grouse Rd.
The subject property is located in far west Fayetteville on the south side of W. Lierly Ln. and abutting W. Violet St., ~~W. Grouse Rd.~~ and W. Berseis Dr. The property contains two undeveloped parcels totaling 19.92 acres. A request to rezone the subject property to NC, Neighborhood Conservation (RZN-2025-0032) has been submitted concurrently with this application, as all parcels are annexed into the city limits as R-A, Residential Agricultural. The property is partially encumbered by hydric soils. Surrounding land uses and zoning is depicted in *Table 1.*

Table 1:
Surrounding Land Uses and Zoning

Direction	Land Use	Zoning
North	Rural Residential	Washington County
South	Single-Family Residential	RSF-4, Residential Single-Family, 4 Units Per Acre
East	Single-Family Residential	RSF-4, Residential Single-Family, 4 Units Per Acre
West	Single-Family Residential	RSF-4, Residential Single-Family, 4 Units Per Acre

Request: The request is to annex the subject property into the City of Fayetteville. A request to rezone the property to NC, Neighborhood Conservation has been submitted concurrently with this request (RZN-2025-0032).

Public Comment: To date, staff has received one comment in opposition to the request, citing potential impact to existing views and a desire for the property to remain undeveloped.

INFRASTRUCTURE:

Streets: This property has frontage along West Lierly Lane, an unclassified county road, which is unimproved with gravel paving. In addition, there are three roads that dead end at the property boundaries (West Berseis Drive, West Violet Street and ~~West Grouse Road~~). All three of these are improved residential links with asphalt paving, curb and gutter, and sidewalk. Any street or drainage improvements required in these areas would be determined at the time of development proposal.

Water: Public water is available to the subject area. There is an existing 8-inch water main on the west side of the subject property along West Berseis Drive. In addition, there are two existing 8-inch water main connections on the east side of the subject property along ~~West Grouse Street~~ and West Violet Street. There are no known water capacity issues that would impact this development.

Sewer: The property must be annexed to provide access to City sewer. There are two existing 8-inch connections on the east side of the property along both ~~West Grouse Road~~ and West Violet Street. There are known wet weather sewer capacity issues identified in the City's 2021 Sewer Master Plan that appear in the system approximately 3000 linear feet downstream of this property.

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

Fire: Fire apparatus access and fire protection water supplies will be reviewed for compliance with the Arkansas Fire Prevention Code at the time of development. Station 7, located at 835 N. Rupple Rd., protects this site. The property is located approximately 3 miles from the fire station with an anticipated drive time of approximately 8 minutes using existing streets. The anticipated response time would be approximately 10.2 minutes. Fire Department response time is calculated based on the drive time plus 1 minute for dispatch and 1.2 minutes for turn-out time. Within the City Limits, the Fayetteville Fire Department has a response time goal of 6 minutes for an engine and 8 minutes for a ladder truck.

Police: The Police Department provided comment, but noted no apparent issues with this request.

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: single-family, duplexes, rowhouses, multifamily and accessory dwelling units. Residential Neighborhood encourages highly connected, compact blocks with gridded street patterns and reduced building setbacks. It also encourages traditional neighborhood development that incorporates low-intensity non-residential uses intended to serve the surrounding neighborhoods, such as retail and offices, on corners and along connecting corridors. This designation recognizes existing conventional subdivision developments which may have large blocks with conventional setbacks and development patterns that respond to features of the natural environment. Building setbacks may vary depending on the context of the existing neighborhood.

CITY PLAN 2040 INFILL MATRIX: City Plan 2040's Infill Matrix indicates a score range of **2-4** for this site with a weighted score of **4** at the highest level. The following elements of the matrix contribute to the score:

- Near Sewer Main (8-inch main; W. Grouse Rd. and W. Violet St.)
- Near Water Main (8-inch main; W. Grouse Rd., W. Violet St., W. Berseis Dr.)
- Near City Park (Lierly Lane Park)
- Near Paved Trail (Rupple Rd. Side Path)

FINDINGS OF THE STAFF

CITY PLAN 2040 (Res. 35-20)
12.3 Annexation Guiding Policies

Boundaries

12.3.5.a Annex existing islands and peninsulas and do not annex areas that create an island or peninsula.

Finding: **The proposed annexation would annex land within an existing peninsula in the City's boundary and would not create a new island or peninsula. The areas to the south were annexed in 1998. The areas to the west were annexed in 2006. The areas to the east were annexed in 2018, which created a peninsula. The proposed annexation would extend city limits north to Lierly Ln. and will narrow the peninsula from approximately 650 feet wide and 1,500 feet deep (~22.3 acres) to approximately 370 feet wide and deep (~2.3 acres).**

12.3.5.b The proposed annexation area must be adjacent, or contiguous, to city limits.

Finding: **The proposed annexation area is adjacent and contiguous to Fayetteville's City Limits in northwest Fayetteville.**

12.3.5.c Areas should either include or exclude entire subdivisions or neighborhoods, not divide.

Finding: **The proposed annexation is for an area containing no subdivisions. The parcels proposed to be annexed are currently undeveloped.**

12.3.5.d Boundaries for annexed areas should follow natural corridors.

Finding: **The proposed annexation boundary follows the property lines of the subject property. The property is bordered to the south, east and west by relatively low-density residential subdivisions within Fayetteville city limits. City limits generally end on the south side of N. Hughmount Rd. / W. Lierly Ln. with multiple peninsulas in the adjacent area. Annexing this parcel into the city would substantially close one such peninsula and follow Lierly Ln. as a logical boundary.**

12.3.5.e The provision of services should be concurrent with development.

Finding: **The subject property is adjacent to city water and sewer and would have access to sewer should it be annexed. Connection to water and sewer service would be the responsibility of the property owner.**

ENVIRONMENTALLY SENSITIVE AREAS

12.3.5.f Annex environmentally sensitive areas that could be impacted by development and utilize appropriate development regulations to protect those areas.

Finding: **Hydric soils, a known indicator of wetlands, are present on site. If the property were to be annexed, it would be subject to the City's stormwater ordinances and other applicable standards.**

EMERGENCY AND PUBLIC SERVICES

12.3.5.g Public services must be able to be provided efficiently in newly annexed areas.

Finding: **Fire:** **The Fayetteville Fire Department response time to this location is approximately 10.2 minutes from the current closest station (835 N. Rupple Road). The Fire Department response time goal is six minute for an engine and eight minutes for a ladder truck.**

Police: **The Fayetteville Police Department indicated no issues with the request.**

12.3.5.h Annexed areas should receive the same level of service of areas already in the city limits.

Finding: **Should it be annexed, the subject property would receive the same services, including trash service, police protection, fire protection, sewer, water, recycling and yard waste pick-up, and zoning protection as nearby property within the City. On August 5, 2025, Act 314 repealed city zoning and code enforcement authority outside of city limits. As such, subdivision regulations and other development standards no longer apply to properties even directly outside of city limits. Annexing the subject area into the city would therefore extend those development regulations into property that**

was previously subject to limitations but which was recently removed from the city's regulatory authority boundary.

12.3.5.i The ability to provide public services should be evaluated in terms of equipment, training of personnel, number of units, and response time.

Finding: These factors were taken into consideration in the responses and recommendations included in this report.

INFRASTRUCTURE AND UTILITIES

12.3.5.j Areas currently served by utilities and other public services should be annexed.

Finding: The property currently has access to multiple public streets, city water, and city sewer from adjacent subdivisions to the north, east and west.

12.3.5.k Proposed annexation areas should not require the upgrading of utilities to meet the demands of development unless there is a threat to public safety.

Finding: Engineering: The property is directly adjacent to city water and sewer.

Planning: The property is surrounded by existing subdivisions to the east, west and south and annexation would allow the city to apply development and other standards. A concurrent rezoning request to NC, Neighborhood Conservation has been submitted which could lead to increased density on the subject property.

12.3.5.l Phased annexation should be initiated by the City within active annexation areas based on planned service extensions or availability of services.

Finding: Not applicable; the proposed annexation is not part of a phased annexation initiated by the City.

INTERGOVERNMENTAL RELATIONS

12.3.5.m Promote long-range planning with adjacent jurisdictions.

Finding: Due to recent changes at the state level, cities no longer have jurisdictional authority outside of their city limits, and annexation into city limits will likely clarify jurisdiction of the subject area. While there is county right-of-way to the north that could be utilized to access this property, all right-of-way adjacent to the subject property to the east and west is owned by the City of Fayetteville. Staff does not anticipate any change to the existing right-of-way conditions associated with this annexation request.

12.3.5.n Establish agreements to address regional concerns, such as water, stormwater, and sewer.

Finding: The subject area and all of those around it are served by either Fayetteville water, sewer, or both. Those currently not served by Fayetteville water and

sewer utilize water wells or septic systems. If the property were to be annexed, it would be subject to the City's stormwater ordinances.

ADMINISTRATION OF ANNEXATIONS

12.3.5.o Develop a land use plan for annexation initiated by the City.

Finding: Not applicable; this annexation is not City-initiated. However, the subject area is included within the City's Future Land Use Plan and is designated as a Residential Neighborhood Area.

12.3.5.p Designate zoning districts for the property during the annexation process.

Finding: Annexations are automatically zoned R-A, Residential Agricultural per UDC §161.01(E), though the applicant has submitted a separate rezoning application with a request to rezone the property to NC, Neighborhood Conservation.

12.3.5.q An annexation study should be completed on all annexation proposals.

Finding: Planning staff has engaged with the Engineering Division along with the Water and Sewer, Fire, and Police Departments to review the proposed annexation. The request was studied to determine if facilities or services are available or needed in association with this request. Responses are included throughout this report.

12.3.5.r Development proposals require a separate review from the annexation proposals.

Finding: Future development of the subject property will be required to go through the appropriate development review process. Staff notes that due to recent changes at the state level, the subdivision of land outside of city limits is no longer subject to city review; therefore, the annexation of land within city limits will permit the review for development standards where it is no longer permitted if the property were to remain outside city jurisdiction.

12.3.5.s Residents should be fully informed of annexation activities.

Finding: Per §157.03 of the Unified Development Code, property owners and residents within 200 feet of the subject property have been notified. Additionally, a legal advertisement has been submitted with the local newspaper prior to the Planning Commission meeting for which this item is scheduled. Signage was posted on the site informing surrounding neighbors of the annexation proposal.

12.3.5.t Encourage larger annexations to create acceptable boundaries.

Finding: Staff finds the request would serve to reduce the existing peninsula of unincorporated area and could serve to further establish W. Lierly Lane as a logical, 'squared-off' boundary for the City in this area.

12.3.5.u Conduct a fiscal impact assessment on large annexations.

Finding: **Given the moderate size of the subject property, a fiscal impact assessment was not conducted for the requested annexation. It should be noted that annexing land toward the western extent of the City and developing it can pose financial challenges for the City to maintain the public infrastructure in a fiscally sustainable manner; however, staff does not anticipate that this will be an issue for this property given existing residential developments directly adjacent to the property to the east, west, and south.**

RECOMMENDATION: Planning staff recommends forwarding of ANX-2025-0001 to the City Council with a recommendation of approval.

PLANNING COMMISSION ACTION:	**Required**	**YES**	
Date: August 25, 2025	❒ **Tabled**	☒ **Forwarded**	❒ **Denied**
Motion: CABE	"I move to forward ANX-2025-0001 to City Council with a recommendation of approval."		
Second: WERNER			
Vote: 6-0-1 (MCGETRICK RECUSED)			

BUDGET/STAFF IMPACT:
None

ATTACHMENTS:

- City Plan 2040, Section 12.3: Annexation
- Project Maps
  - One Mile Map
  - Close-Up Map
  - Current Land Use Map
- Request Letter
- Order of Annexation

Public comment received after packet creation



Figure 3.4 - Rural



Figure 3.5 - Suburban Sprawl



Figure 3.6 - Traditional Development

3.2 Goal 2 - We will discourage suburban sprawl

As Fayetteville's population continues to grow at a fast rate, the City must work with the community and enact regulations that discourage suburban sprawl on a local and regional scale. Until very recently, zoning practices have supported a separation of land uses. This can lead to development that spreads across the landscape in a single-use, low-density and low-intensity land use pattern which promotes auto-dependent transportation modes. The impacts of sprawl are widely acknowledged; high numbers of single occupancy vehicle trips, increased traffic congestion, disconnected street networks, inadequate or non-existent pedestrian and bicycle infrastructure, and negative health outcomes for residents. Over the last five years the City has repeatedly discouraged annexation and single-use residential zoning on the periphery of Fayetteville to further this goal. However, unless regional smart growth efforts are taken, market forces will shift periphery growth to other communities, which has occurred. For employees that work in Fayetteville, this results in longer commute times from outlying communities.

There has been criticism that this goal needs clarity to help determine whether development in a specific geographic location will contribute to sprawl. To aid in this effort, staff created a Development Matrix and Map as described in Section 2: Planning Process. This new tool applies a score across all parcels in the city, awarding points for projects in high growth areas on the Future Land Use Map and in proximity to infrastructure and amenities, and removing points in areas targeted for preservation of natural resources or rural character. This matrix reflects multiple land use policies and goals that lead to prioritizing geographical locations for development. The matrix discourages development resulting in the negative impacts of suburban sprawl. The basis of this goal is to build complete, compact and connected places.

"I support infill development because it prevents sprawl and the over extension of utilities and the over use of a car and traffic in general. If you live closer to things you do, you drive less, bike and walk more." - Survey Respondent

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Goal 2 Objectives

3.2.1 *Develop alternative development patterns that encourage efficient use of land at the edge of the city, or in newly annexed areas.*

Development techniques such as conservation subdivisions allow the same number of homes as a conventional subdivision, often with reduced infrastructure costs, while also preserving open space, valuable farm land, and natural resources. Additionally, the City should evaluate the low-density and agricultural zoning districts in the existing zoning code and propose new ones if necessary.

Many communities have adopted low-density residential agriculture zoning districts that set housing density at one dwelling unit per 10 or 20 acres. This type of zoning on the urban fringe allows the community to plan for, and anticipate, the incremental expansion and development of the city outward as the population increases.

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

Replacing and upgrading aged infrastructure in the core of the city provides improved service and fire protection for residents and businesses. These improvements can provide a financial incentive for revitalization projects instead of extending new services into greenfield areas. In recent years the City has completed numerous important capital improvement projects in the core of the City such as the reconstruction of College Avenue from downtown to North Street, the on-going trails network build-out, Garland Avenue, and many linear feet of new or reconstructed sidewalk.

3.2.3 *Maximize City influence over development and preservation in outlying unincorporated areas.*

The City's Planning area is primarily under the jurisdiction of Washington County, and as such development here is generally allowed at a density of one unit per acre depending on septic system compatibility. The City should develop an annexation policy that quantifies the benefit and costs of annexing lands adjacent to the City limits to prioritize appropriate future growth needs and discourage leapfrog development. Annexation of adjacent lands could be at the owners request or through a public referendum. If large areas of Fayetteville's periphery are ultimately annexed for future growth, zoning tools should be in place to ensure that growth happens adjacent to existing development and leap frog subdivision patterns are discouraged.

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Figure 3.7 - Fayetteville Historic Growth and Future Development Scenarios

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12.3 Annexation

Annexation is the inclusion of previously unincorporated lands within the City limits. Annexation has benefits to the residents of the annexed area as well as to the City. The residents gain access to urban services, such as enhanced police and fire protection and have a voice in city government. The City gains the ability to control development and extend boundaries in a logical manner.

The purpose of this planning element is to take a more active approach toward annexations by identifying potential annexations areas and establishing annexation policies. The annexation policies will guide evaluation of future annexation proposals. The policies are designed to ensure that public services, infrastructure, and utility extension is properly addressed in order to manage growth. The potential annexation areas may become part of the City when these annexation polices are met.

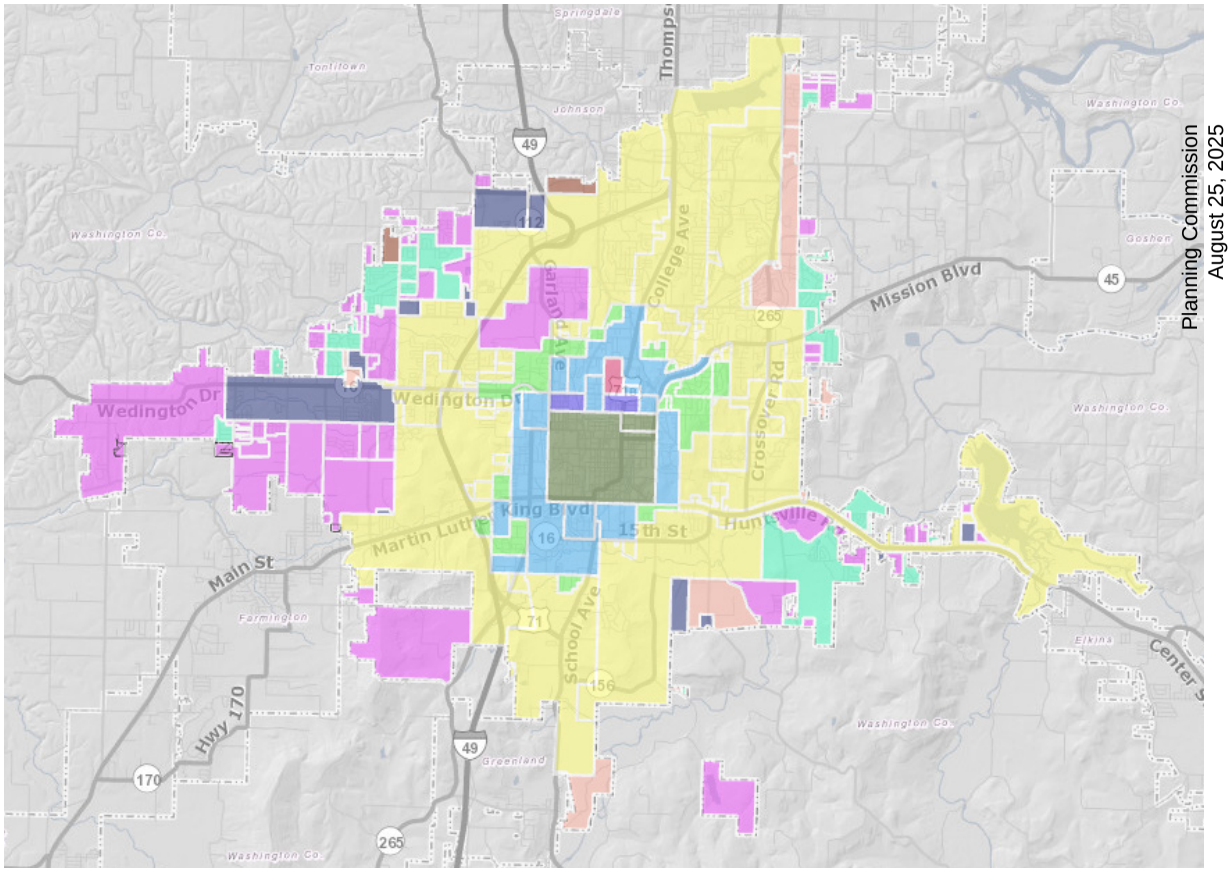


Figure 12.15 - Fayetteville Annexation Map

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Annexation History and Trends

The original town was incorporated in 1870 with approximately 1,100 acres. Since incorporation, the City has made almost 200 annexations, totaling over 34,000 acres. Annexation activity was relatively slow until the 1940's, when over 2,500 acres were annexed within 19 annexations. During the 1950's, almost the same number of annexations took place, however, the total land area annexed was significantly smaller than in the 1940's. By the 1960's. annexation activity increased dramatically, with 42 annexations bringing over 18,000 acres into the city limits. Annexation numbers dropped in 1970 and stayed steady until the 1990's, when the number of annexations tripled from the 1980's. By 2000, the City contained 45 square miles and by 2018 the City contained approximately 55 square miles.

One indicator of the amount of developable land within the City is the number of people per acre. Prior to 1940 there were approximately 5.6 persons per acre. This era represents the time when Fayetteville was still relatively small and consisted primarily of what we would now consider the downtown and surrounding neighborhoods. By 1970, after numerous large annexations in the 1960's, the persons per acre had been reduced to 1.3. The City's population continued to increase dramatically through the 2000's when we maintained just over 2 people per acre from 2000-2010. An annexation referendum in October of 2006 for a large area along Wedington Drive on the west side of town brought in an additional 1,400 acres of low density land for eventual development.

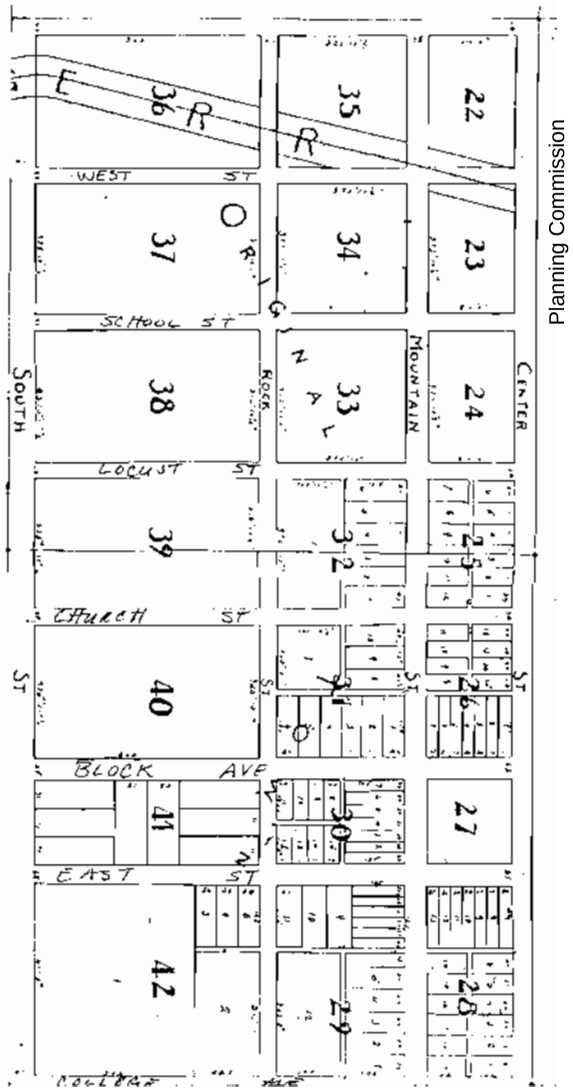


Figure 12.16 - Fayetteville Town Plat

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State Statutes on Annexation

Title 14, Chapter 40 of the state statute discusses annexation. Annexations can be initiated by a municipality or by property owners.

A municipality can annex contiguous lands, lands surrounded by the municipality, unincorporated area that is completely bounded by two or more municipalities. If the municipality has the greater distance of city limits adjoining the area, and land contiguous and in adjacent counties to annex any contiguous lands, the governing body must adopt an ordinance, passed by two-thirds of the governing body and hold an election of the people. Those lands must meet one of the following criteria:

- Platted and held for sale or use as municipal lots;
- Whether platted or not, if the lands are held to be sold as suburban property;
- When the lands furnish the abode for a densely settled community or represent the actual growth of the municipality beyond its legal boundary;
- When the lands are needed for any proper municipal purposes such as for the extension of needed police regulation; or
- When they are valuable by reason of their adaptability for prospective municipal uses.

Contiguous lands must not be annexed if they meet either of the following criteria:

- Have a fair market value at the time of adoption of the ordinance of lands used only for agricultural or horticultural purposes and the highest and best use of the land is for agricultural or horticultural purposes; or
- Are lands upon which a new community is to be constructed with funds guaranteed in whole or in part by the federal government under Title IV of the Housing and Urban Development Act of 1968 or under Title VII of the Housing and Urban Development Act of 1970.

To annex land surrounded by a municipality, the governing body can propose an ordinance to annex the property. Again, the lands must meet the criteria listed above. A public hearing must be held within 60 days of the proposed ordinance, A majority of the governing body must approve the annexation for it to become effective.

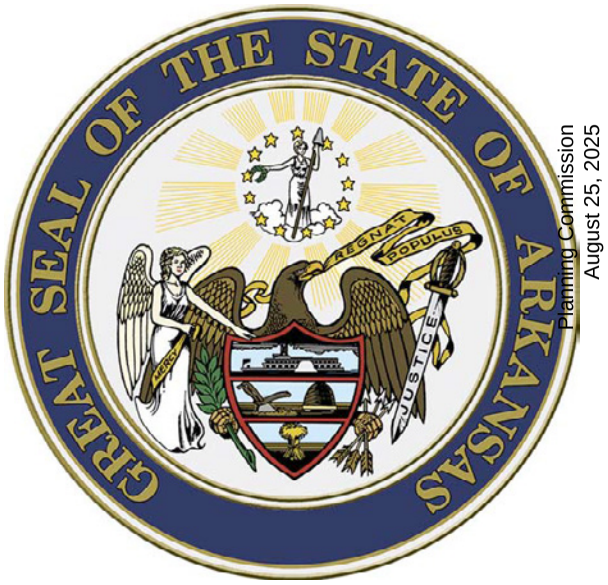


Figure 12.17 - Great Seal of the State of Arkansas

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Property owners in areas contiguous and adjacent to the municipality may request annexation. They can apply with a petition of the majority of land owners in the area, if the majority of the total number of owners own more than one-half of the acreage affected.

Potential Annexation Areas

The potential annexation areas should be identified by the City using the following criteria:

- Areas that are already urban in character.
- Areas that can be developed at urban densities.
- Immediate areas are those that are peninsulas or islands, where municipal services have already been extended.
- Vacant lands that are subject to development pressure.
- Areas where urban services are already provided.
- Areas where urban services are needed.

Annexation Guiding Policies

Boundaries

- Annex existing islands and peninsulas and do not annex areas that would create an island or peninsula.
- Proposed annexation area must be adjacent, or contiguous, to city limits.
- Areas should either include or exclude entire subdivisions or neighborhoods, not divide.
- Boundaries for annexed areas should follow natural corridors.
- The provision of services should be concurrent with development.

Environmentally Sensitive Areas

- Annex environmentally sensitive areas that could be impacted by development and utilize appropriate development regulations to protect those areas.

Emergency and Public Services

- Public services must be able to be provided efficiently in newly annexed areas.
- Annexed areas should receive the same level of service of areas already in the city limits.
- The ability to provide public services should be evaluated in terms of equipment, training of personnel, number of units and response time.

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Infrastructure and Utilities

- Areas currently served by utilities and other public services should be annexed.
- Proposed annexation areas should not require the upgrading of utilities to meet the demands of development unless there is a threat to public safety.
- Phased annexation should be initiated by the City within the active annexation areas based on planned service extensions or availability of services.

Intergovernmental Relations

- Promote long-range planning with adjacent jurisdictions.
- Establish agreements to address regional concerns, such as water, stormwater and sewer.

Administration of Annexations

- Develop a land use plan for annexation initiated by the City.
- Designate zoning districts for property during the annexation process.
- An annexation study should be completed on all annexation proposals.
- Development proposals require a separate review from the annexation proposals.
- Residents should be fully informed of annexation activities.
- Encourage larger annexations to create acceptable boundaries.
- Conduct a fiscal impact assessment on large annexations.

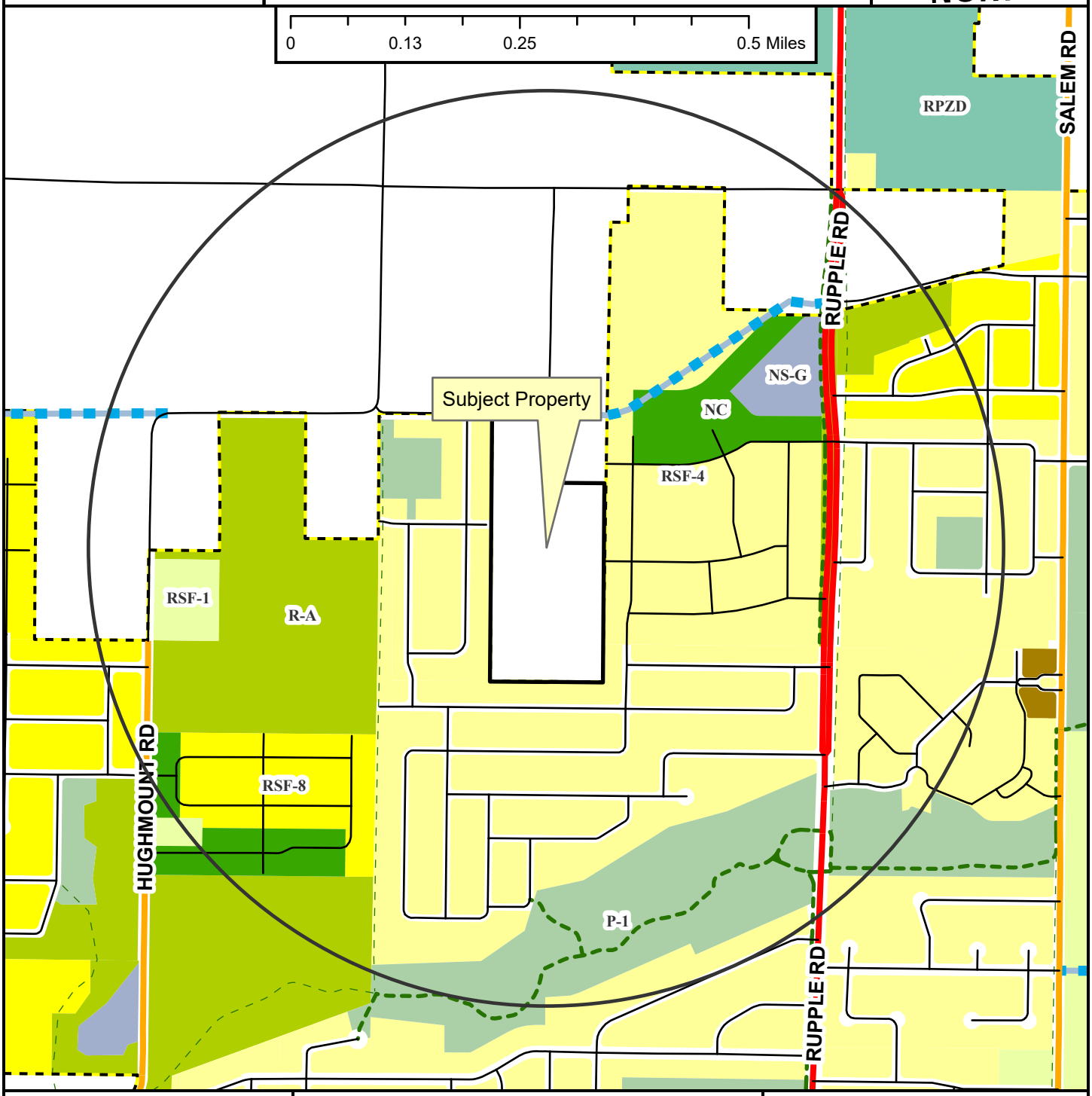
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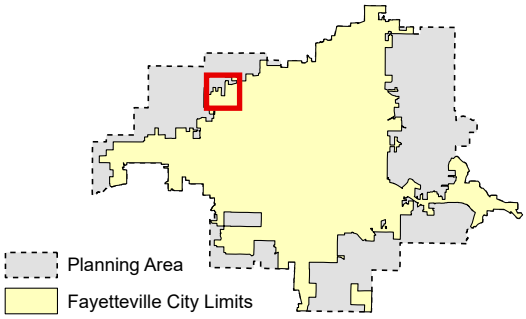
One Mile View

W. LIERLY LN

NORTH



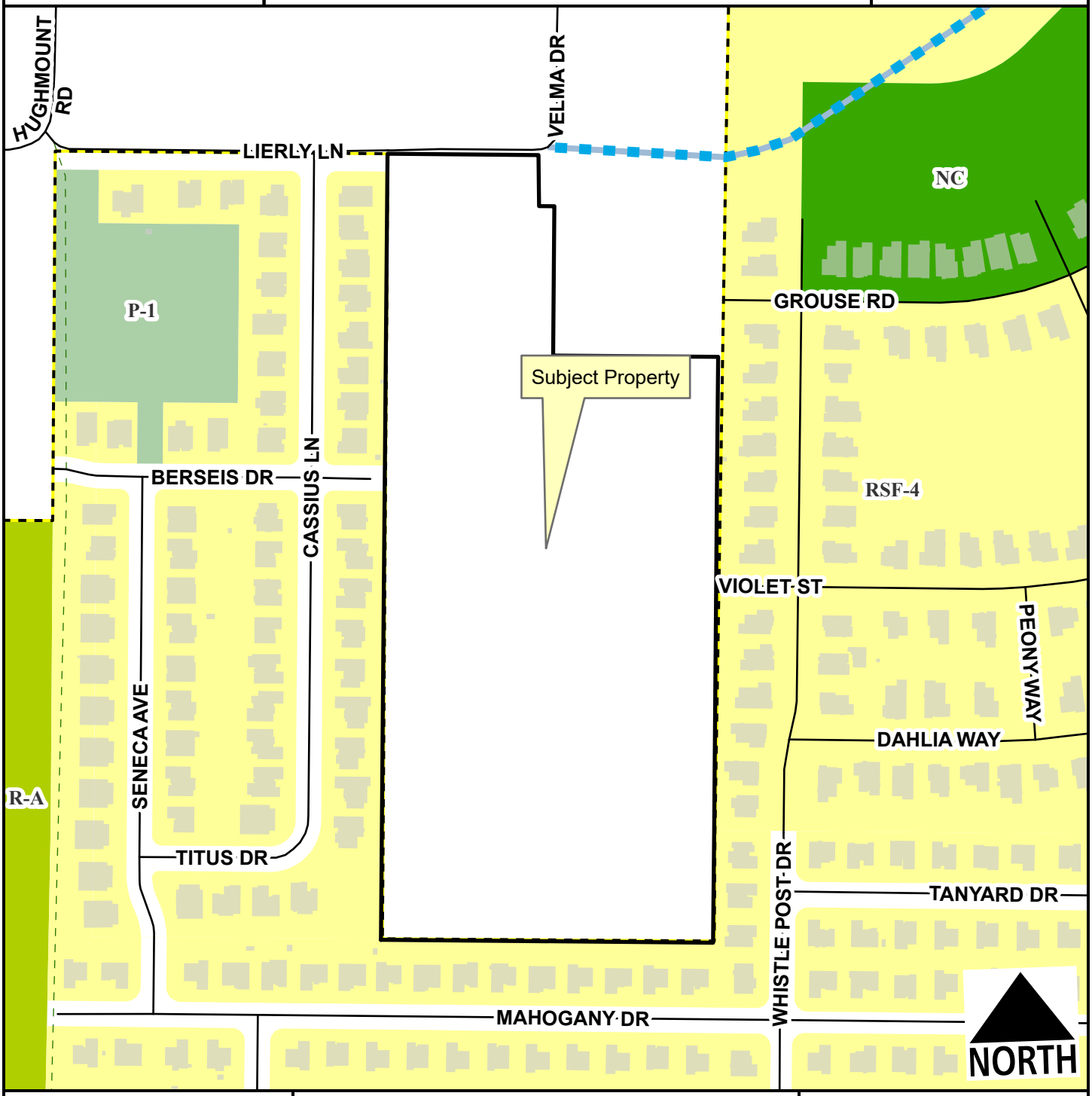
Regional Link
Neighborhood Link
Unclassified
Residential Link
Planned Residential Link
Shared-Use Paved Trail
Trail (Proposed)
Fayetteville City Limits
Planning Area



ANX-2025-0001

Close Up View

W. LIERLY LN



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

Feet

0 105 210 420 630 840

1:3,400

ANX-2025-0001

Current Land Use

W. LIERLY LN

NORTH



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

Feet

0 112.5 225 450 675 900

1:3,600

FEMA Flood Hazard Data

100-Year Floodplain
Floodway

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ATTORNEYS AT LAW
LICENSED IN AR, AL, MO, OK, TN, TX
Established 2005
www.rmp.law

LARRY McCREDY | Attorney
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5519 Hackett St. Suite 300 | Springdale AR 72762
T 479 443 2705 | F 479 443 2718

July 10, 2025

City of Fayetteville
113 West Mountain Street
Fayetteville, AR 72701

Re: Annexation and Rezone of Parcel Number 001-16788-000 & 001-16811-001

To Whom It May Concern:

I represent the owner of parcel numbers 001-16788-000 and 001-16811-001. The owner is currently seeking to annex the properties into the City of Fayetteville.

The owner is aware that standard protocol states that newly annexed property is zoned as R-A, Residential Agricultural. However, the owner is also requesting that the properties be zoned (rezoned) as NC, Neighborhood Conservation, upon annexation. We are submitting a separate rezoning application as part of this process.

Thank you for your assistance. Should you have any questions or concerns, please do not hesitate to contact me.

Sincerely,

/s/ Larry McCredy

Larry McCredy

LMC/eil

Annexation Analysis

Pursuant to the City's Annexation Checklist, please see that attached statement addressing the consistency of the proposed annexation with the City's Annexation Guiding Policies:

a. Annex existing islands/peninsulas and do not annex areas that would create islands/peninsulas – This is one of the guiding principles when considering potential annexations. It is reflected in the state statute dealing with annexation. *See* A.C.A. § 14-40-609(b)(2)(e). The area for which annexation is sought is currently surrounded on three sides by property that is located within Fayetteville city limits. Annexation would eliminate this current peninsula of property that is not within the City limits. It would not have the effect of creating an island or peninsula.

b. Proposed annexation area must be adjacent, or contiguous, to city limits – As noted above, the property for which annexation is sought is surrounded on three sides by property that is already located within the city limits of Fayetteville.

c. Area should either include or exclude entire subdivisions or neighborhoods, not divide – The property for which annexation is sought does not divide any subdivision or neighborhood. It consists of two undeveloped tracts, totaling roughly 20 acres.

d. Boundaries for annexed area should follow natural corridors – The property for which annexation is sought is contiguous with Lierly Lane, an existing public street.

e. Annex environmentally sensitive areas – The property for which annexation is sought is not an environmentally sensitive area that will be impacted by development.

f. Public services mut be able to be provided efficiently in newly annexed areas – The property for which annexation is sought is surrounded by existing neighborhoods in the City of Fayetteville. Existing public services, including fire and police, are already available to these adjacent areas. The same services can be provided easily and efficiently to the newly annexed areas.

g. Areas currently served by utilities and other public services should be annexed – The property for which annexation is sought is surrounded by existing neighborhoods in the City of Fayetteville. Existing utilities are already provided to these neighborhoods. These same services (water, sewer, electricity, gas, and trash) will be available to the newly annexed area.

h. Proposed annexation areas should not require the upgrading of utilities – The property for which annexation is sought should not require any utilities to be upgraded to meet the demands of development. Existing utilities available at the property are sufficient to meet these needs.

IN THE COUNTY COURT OF WASHINGTON COUNTY, ARKANSAS

FILED
2025 JUN 26 AM 11:57
BECKY LEWALLEN
CO. & PROBATE CLERK
WASHINGTON CO., AR

IN THE MATTER OF ANNEXING TO THE CITY OF FAYETTEVILLE, ARKANSAS CERTAIN TERRITORY CONTIGUOUS TO SAID CITY OF FAYETTEVILLE, ARKANSAS

CC NO. 2025-01

ORDER CONCERNING ANNEXATION

On this 26th day of June, 2025, of a regular term of the County Court of Washington County, Arkansas, there is presented a petition of the owners desiring the annexation of territory into the City of Fayetteville, Arkansas, more particularly described therein. The court has received the verification of the county assessor and county clerk required by A.C.A § 14-40-609. This Court being fully advised of the facts and the law does hereby find as follows:

1. The Court finds that the petition and verifications are complete and accurate.
2. The Court further finds that no enclaves will be created by the annexation.
3. The Court finds that the petition contains a schedule of services.

Therefore, the Court hereby ORDERS that the petition and this Order be delivered to the City of Fayetteville, Arkansas.

PATRICK W. DEAKINS, COUNTY JUDGE

Wonsower, Donna

From: Planning Shared
Sent: Monday, August 25, 2025 8:26 AM
To: Wonsower, Donna
Subject: FW: Planning Commission Meeing, 8/25/2025

Follow Up Flag: Follow up
Flag Status: Flagged

Public comment regarding ANX-2025-0001 & RZN-2025-0032.

Zak Tamijani
Planning Technician
Development Services
City of Fayetteville
479-444-3443
fayetteville-ar.gov

CITY OF FAYETTEVILLE ARKANSAS

From: Jim Becker <bayern.becker1080@gmail.com>
Sent: Sunday, August 24, 2025 4:04 PM
To: Planning Shared <planning@fayetteville-ar.gov>
Subject: Planning Commission Meeing, 8/25/2025

CAUTION: This email originated from outside of the City of Fayetteville. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Planning Commission,

I am a Fayetteville resident and registered voter. I would like to submit my strong opposition to items 13 and 14 of the agenda for August 25, 2025, regarding the property on Lierly Ln. I do not believe it is in the best interest of the city to annex the property. I also very strongly oppose rezoning the land to Neighborhood Conservation. As this would allow builders to put 10 homes per acre on the land, I believe that would be detrimental to current neighborhoods. This would cause issues with traffic and utilities. Currently, the city is having issues with water usage during the summer, concerns over waste management and recycling. Therefore, putting 10 homes per acre, meaning almost 200 homes on this property, would be too much. I do not see an upside for the city to allow this excessive development on the land.

--
Jim Becker
3903 W Dahlia Wy, Fayetteville, AR 72704

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2025-1674

MEETING OF SEPTEMBER 16, 2025

TO: Mayor Rawn and City Council

THRU: Keith Macedo, Chief of Staff
Jonathan Curth, Development Services Director
Jessica Masters, Planning Director

FROM: Donna Wonsower, Senior Planner

SUBJECT: **RZN-2025-0032: Rezone (W. LIERLY LN/MOORE, 244 & 283): Submitted by RMP LLP for property located on W. LIERLY LN. The property is zoned R-A, RESIDENTIAL AGRICULTURAL and contains approximately 19.92 acres. The request is to rezone the property to NC, NEIGHBORHOOD CONSERVATION.**

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

BACKGROUND:
The subject property is located in far west Fayetteville on the south side of W. Lierly Ln. and abutting W. Violet St. and W. Berseis Dr. The property contains two undeveloped parcels totaling 19.92 acres. A request to annex the subject property into the City of Fayetteville (ANX-2025-0001) has been submitted concurrently with this application, as all parcels are annexed into the city limits as R-A, Residential Agricultural.

Request: The request is to rezone the subject property from R-A, Residential Agricultural to NC, Neighborhood Conservation.

Public Comment: Staff received three comments in opposition to the annexation request, citing increased traffic, demand on existing utilities and other city services, potential impact of development on adjacent neighborhoods, density concerns, and a desire for the property to remain undeveloped to protect existing views.

Land Use Compatibility: Staff finds the proposed zoning of NC, Neighborhood Conservation to be compatible with the surrounding area. While NC would permit narrower and smaller lots than zoning currently allows (40 feet versus 200 feet for single-family dwellings, two-acre lot size minimum versus none), staff finds that adjacent lots have been platted at or near the minimum lot width for the RSF-4 zoning district (70 feet), and houses within the immediate vicinity have generally been constructed within 15'-25' of the street ROW. This distance is consistent with the build-to-zone requirement of the proposed NC zoning; as such, staff finds the addition of a build-to-zone would not result in development patterns which are incompatible with surrounding neighborhoods. Additionally, the proposed zoning district currently exists less than 200 feet to the east of the subject area.

Staff finds that the uses permitted in NC are substantially similar to those within the adjacent RSF-4 district,

with identical by-right uses and only two additional conditional uses (Use Unit 25: Offices, studios and related services and Use Unit 36: Center for Collecting Recyclable Materials). Staff finds that, while R-A has a substantially lower density of one residential unit per two acres, it also permits intense uses such as animal husbandry and agriculture, including rodeo grounds, animal hospitals, livestock services, and other farm uses that may be less compatible than the proposed zoning district given the subject area is surrounded by strictly residential neighborhoods on three sides. Additionally, the property is within half a mile of Holt Middle School, Holcomb Elementary School, Gary Hampton Soccer Complex, trails, and other nonresidential services.

Land Use Plan Analysis: The proposed zoning is consistent with the property's City Plan 2040 Future Land Use Map designation as a Residential Neighborhood Area, which encourages highly connected, compact blocks with gridded street patterns and reduced building setbacks. The NC zoning district would allow for development between existing subdivisions that would contribute to city goals to create connected development and to grow a livable transportation system. While staff finds that developing on the outskirts of the city has the potential to increase maintenance and other long-term expenses, in this case, staff finds that infrastructure is readily available from adjacent neighborhoods to the east and west and that the subject area is within close proximity to a wide array of city services such as parks, schools, and trails despite its location at the city's edge.

CITY PLAN 2040 INFILL MATRIX: City Plan 2040's Infill Matrix indicates a score range of **2-4** for this site. The following elements of the matrix contribute to the score:
1. Near Sewer Main (8-inch main; W. Violet St.)
2. Near Water Main (8-inch main; W. Violet St. and W. Berseis Dr.)
3. Near City Park (Lierly Lane Park)
4. Near Paved Trail (Rupple Rd. Side Path)

DISCUSSION:
At the August 25, 2025, Planning Commission meeting, a vote of 4-2-1 forwarded the request. The applicant noted the reduction of the existing peninsula, proximity of utilities and adjacent higher density zoning districts including NC, Neighborhood Conservation, as well as compatibility with surrounding neighborhoods. One neighbor spoke against the request, citing a desire for his property to remain outside of city limits and requesting that the commission get more information on the final layout of any proposed development before either annexing or rezoning the requested properties. Also noted was an error in the staff report that stated W. Grouse St. was adjacent to the subject area.

Commissioners in favor of the rezoning noted increased flexibility from smaller lot width allowances, improved results from developments with build-to-zone requirements, and the proximity of adjacent zoning districts with higher densities. Commissioner Garlock cited concerns with the proposed density requested and Commissioner Payne stated that he had concerns with the request to NC given the adjacent single-family neighborhoods. Commissioner Werner motioned, and Commissioner Gulley seconded. Commissioner McGetrick recused. Commissioners Garlock and Payne voted against the request.

BUDGET/STAFF IMPACT:
NA

ATTACHMENTS: 3. Staff Review Form, 4. Exhibit A, 5. Exhibit B, 6. Public Comment, 7. Staff Report

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

File #: 2025-1674

AN ORDINANCE TO REZONE THE PROPERTY DESCRIBED IN REZONING PETITION RZN 2025-32 FOR APPROXIMATELY 19.92 ACRES LOCATED ON WEST LIERLY LANE IN WARD 4 FROM R-A, RESIDENTIAL AGRICULTURAL TO NC, NEIGHBORHOOD CONSERVATION

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

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

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

City of Fayetteville Staff Review Form

2025-1674

Item ID

9/16/2025

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

Jonathan Curth	8/29/2025	DEVELOPMENT REVIEW (630)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

RZN-2025-0032: Rezone (W. LIERLY LN/MOORE, 244 & 283): Submitted by RMP LLP for property located on W. LIERLY LN. The property is zoned R-A, RESIDENTIAL AGRICULTURAL and contains approximately 19.92 acres. The request is to rezone the property to NC, NEIGHBORHOOD CONSERVATION.

Budget Impact:

Account Number	Fund
Project Number	Project Title

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

V20221130

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

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

Original Contract Number: _____

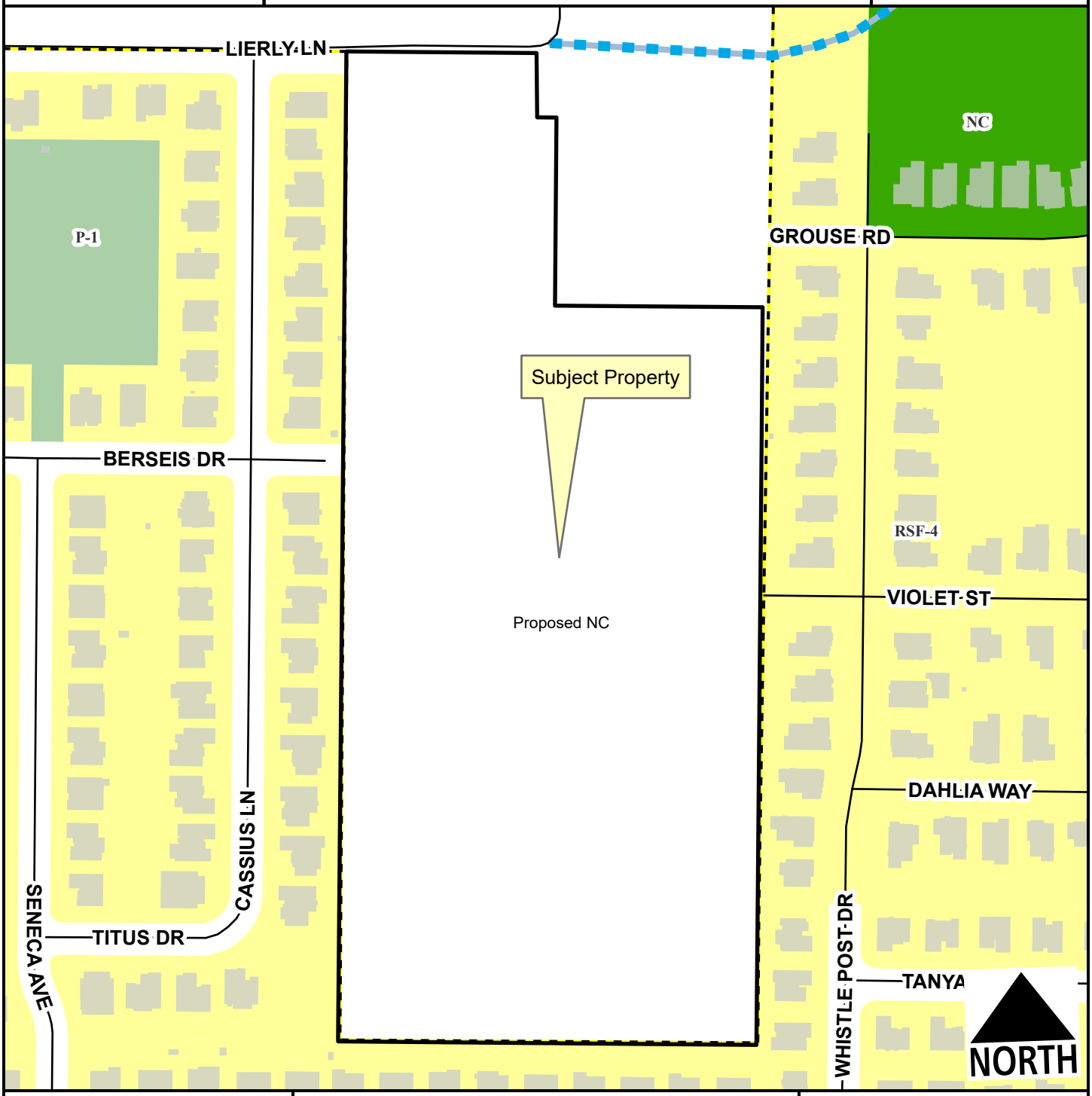
Comments:

RZN-2025-0032

Close Up View

W. LIERLY LN

Exhibit 'A'
RZN-2025-0032



Unclassified
Residential Link
Planned Residential Link
Planning Area
Fayetteville City Limits

Feet

0 80 160 320 480 640

1:2,700

Zone	Current	Proposed
NC	0.0	20.0
RSF-4	0.1	0.0

Total 20.0 ac

Exhibit 'B'
RZN-2025-0032

Parcel 001-16788-000 (located in Washington County, Arkansas)

A part of the Southwest Quarter (SW 1/ 4) of the Northeast Quarter (NE 1/4) and a part of the Northwest Quarter (NW 1/4) of the Southeast quarter (SE 1/4) of Section Thirty One (31), Township Seventeen (17) North, Range Thirty (30) West, being more particularly described, to-wit: Beginning at a point which is N 89°59'40" E 651.0 feet from the Northwest corner of said Southwest Quarter (SW 1/4), Northeast Quarter (NE 1/4) and running, thence N 89°59'40" E 325.5 feet; thence South 1540.0 feet; thence S 89°59'40" W 325.5 feet; thence North 1540.0 feet to the point of beginning. Containing 11.51 acres, more or less.

AND

Parcel 001-16811-001 (located in Washington County, Arkansas)

A part of the Southwest Quarter (SW 1/4) of the Northeast Quarter (NE 1/4) and a part of the Northwest Quarter (NW 1/4) of the Southeast Quarter (SE 1/4) of Section Thirty One (31), Township Seventeen (17) North, Range Thirty (30) West, being more particularly described, to-wit: Beginning at a point which is N 89°59'40" E 976.5 feet from the Northwest corner of said Southwest Quarter (SW 1/ 4) Northeast Quarter (NE 1/ 4) and running thence N 89°59'40" E 325.5 feet to the Northeast corner of said Southwest Quarter (SW 1/4), Northeast Quarter (NE 1/4); thence South 1540.0 feet; thence S 89°59'40" W 325.5 feet; thence North 1540.0 feet to the point of beginning, containing 11.5 acres, more or less.

LESS AND EXCEPT

A part of the Southwest Quarter (SW 1/4) of the Northeast Quarter and a part of the Northwest Quarter of the Southeast Quarter of Section 31, Township 17 North, Range 30 West, Washington County, Arkansas, being more particularly described as follows, to-wit: Beginning at the Northeast corner of the Southwest Quarter of the Northeast Quarter of said Section 31 and running thence S 89°59'40" W 367.08 feet; thence S 01°01'05" E 100.00 feet; thence N 89°59'40" E 30.00 feet; thence S 00°01'05" E 292.47 feet; thence N 89°59'41" E 333.63 feet; thence N 00°29'04" E 392.49 feet to the point of beginning, containing 3.09 acres, more or less.

Wonsower, Donna

From: Planning Shared
Sent: Monday, August 25, 2025 8:26 AM
To: Wonsower, Donna
Subject: FW: Planning Commission Meeing, 8/25/2025

Follow Up Flag: Follow up
Flag Status: Flagged

Public comment regarding ANX-2025-0001 & RZN-2025-0032.

Zak Tamijani
Planning Technician
Development Services
City of Fayetteville
479-444-3443
fayetteville-ar.gov

CITY OF FAYETTEVILLE ARKANSAS

From: Jim Becker <bayern.becker1080@gmail.com>
Sent: Sunday, August 24, 2025 4:04 PM
To: Planning Shared <planning@fayetteville-ar.gov>
Subject: Planning Commission Meeing, 8/25/2025

CAUTION: This email originated from outside of the City of Fayetteville. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Planning Commission,

I am a Fayetteville resident and registered voter. I would like to submit my strong opposition to items 13 and 14 of the agenda for August 25, 2025, regarding the property on Lierly Ln. I do not believe it is in the best interest of the city to annex the property. I also very strongly oppose rezoning the land to Neighborhood Conservation. As this would allow builders to put 10 homes per acre on the land, I believe that would be detrimental to current neighborhoods. This would cause issues with traffic and utilities. Currently, the city is having issues with water usage during the summer, concerns over waste management and recycling. Therefore, putting 10 homes per acre, meaning almost 200 homes on this property, would be too much. I do not see an upside for the city to allow this excessive development on the land.

--
Jim Becker
3903 W Dahlia Wy, Fayetteville, AR 72704

Additional Information Received

Date Received: MM/DD/YYYY	09/08/2025
From: Name & Title	Jonathan Curth, Development Services Director
To: Name & Title	City Clerk's Office
Agenda Meeting Date: MM/DD/YYYY	09/09/2025
Agenda Item: Ex. B3, C.4	C.10
Civic Clerk Number: Ex. 2025-994	2025-1674

CITY OF FAYETTEVILLE ARKANSAS

PLANNING COMMISSION MEMO

TO: Fayetteville Planning Commission

THRU: Jessie Masters, Planning Director

FROM: Donna Wonsower, Senior Planner

MEETING DATE: August 11, 2025 (UPDATED WITH MEETING RESULTS)

SUBJECT: **RZN-2025-0032: Rezone (W. LIERLY LN/MOORE, 244 & 283):** Submitted by RMP LLP for property located on W. LIERLY LN. The property is zoned R-A, RESIDENTIAL AGRICULTURAL and contains approximately 19.92 acres. The request is to rezone the property to NC, NEIGHBORHOOD CONSERVATION.

RECOMMENDATION:
Staff recommends forwarding **RZN-2025-0032** to the City Council with a recommendation of approval, based on the findings herein.

RECOMMENDED MOTION:
*"I move to forward **RZN-2025-0032** to the City Council with a recommendation for approval."*

BACKGROUND: Correction: Subject area does not have frontage along W. Grouse Rd.
The subject property is located in far west Fayetteville on the south side of W. Lierly Ln. and abutting W. Violet ST., ~~W. Grouse Rd.~~ and W. Berseis Dr. The property contains two undeveloped parcels totaling 19.92 acres. A request to annex the subject property into the City of Fayetteville (ANX-2024-0002) has been submitted concurrently with this application, as all parcels are annexed into the city limits as R-A, Residential Agricultural. Surrounding land uses and zoning are listed in *Table 1*.

Table 1
Surrounding Land Use and Zoning

Direction	Land Use	Zoning
North	Rural Residential	Washington County
South	Single-Family Residential	RSF-4, Residential Single-Family, 4 Units Per Acre
East	Single-Family Residential	RSF-4, Residential Single-Family, 4 Units Per Acre
West	Single-Family Residential	RSF-4, Residential Single-Family, 4 Units Per Acre

Request: The request is to rezone the subject property from R-A, Residential Agricultural to NC, Neighborhood Conservation.

Public Comment: To date, staff has received one comment in opposition to the request, citing potential impact to existing views and a desire for the property to remain undeveloped.

INFRASTRUCTURE AND ENVIRONMENTAL REVIEW:

Streets: This property has frontage along West Lierly Lane, an unclassified county road, which is unimproved with gravel paving. In addition, there are three roads that dead end at the property boundaries (West Berseis Drive, West Violet Street and ~~West Grouse Road~~). All three of these are improved residential links with asphalt paving, curb and gutter, and sidewalk. Any street improvements required in these areas would be determined at the time of development proposal.

Water: Public water is available to the subject area. There is an existing 8-inch water main on the west side of the subject property along West Berseis Drive. In addition, there are two existing 8-inch water main connections on the east side of the subject property along ~~West Grouse Street~~ and West Violet Street. There are no known water capacity issues that would impact this development.

Sewer: Public sewer is available to the subject area. There are two existing 8-inch connections on the east side of the property along both ~~West Grouse Road~~ and West Violet Street. There are known wet weather sewer capacity issues identified in the City's 2021 Sewer Master Plan that appear in the system approximately 3000 linear feet downstream of this property.

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

Fire: Fire apparatus access and fire protection water supplies will be reviewed for compliance with the Arkansas Fire Prevention Code at the time of development. Station 7, located at 835 N. Rupple Rd., protects this site. The property is located approximately 3 miles from the fire station with an anticipated drive time of approximately 8 minutes using existing streets. The anticipated response time would be approximately 10.2 minutes. Fire Department response time is calculated based on the drive time plus 1 minute for dispatch and 1.2 minutes for turn-out time. Within the City Limits, the Fayetteville Fire Department has a response time goal of 6 minutes for an engine and 8 minutes for a ladder truck.

Police: The Police Department noted no apparent issues with this request.

Tree Preservation:

The proposed zoning district of NC, Neighborhood Conservation, requires **20% minimum canopy preservation**. The current zoning district of RA, Residential Agricultural, requires **25% minimum canopy preservation.**

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

Residential Neighborhood Areas are primarily residential in nature and support a wide variety of housing types of appropriate scale and context: single-family, duplexes, rowhouses, multifamily and accessory dwelling units. Residential Neighborhood encourages highly connected, compact blocks with gridded street patterns and reduced building setbacks. It also encourages traditional neighborhood development that incorporates low-intensity non-residential uses intended to serve the surrounding neighborhoods, such as retail and offices, on corners and along connecting corridors. This designation recognizes existing conventional subdivision developments which may have large blocks with conventional setbacks and development patterns that respond to features of the natural environment. Building setbacks may vary depending on the context of the existing neighborhood.

CITY PLAN 2040 INFILL MATRIX: City Plan 2040's Infill Matrix indicates a score range of **2-4** for this site with a weighted score of **4** at the highest level. The following elements of the matrix contribute to the score:

- Near Sewer Main (8-inch main; W. Grouse Rd. and W. Violet St.)
- Near Water Main (8-inch main; W. Grouse Rd., W. Violet St., W. Berseis Dr.)
- Near City Park (Lierly Lane Park)
- Near Paved Trail (Rupple Rd. Side Path)

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 NC, Neighborhood Conservation to be compatible with the surrounding area. While NC would permit narrower and smaller lots than zoning currently allows (40 feet versus 200 feet for single-family dwellings, two-acre lot size minimum versus none), staff finds that adjacent lots have been platted at or near the minimum lot width for the RSF-4 zoning district (70 feet), and houses within the immediate vicinity have generally been constructed within 15'-25' of the street ROW. This distance is consistent with the build-to-zone requirement of the proposed NC zoning; as such, staff finds the addition of a build-to-zone would not result in development patterns which are incompatible with surrounding neighborhoods. Additionally, the proposed zoning district currently exists less than 200 feet to the east of the subject area.**

Staff finds that the uses permitted in NC are substantially similar to those within the adjacent RSF-4 district, with identical by-right uses and only two additional conditional uses (Use Unit 25: Offices, studios and related services and Use Unit 36: Center for Collecting Recyclable Materials). Staff finds that, while R-A has a substantially lower density of one residential unit

per two acres, it also permits intense uses such as animal husbandry and agriculture, including rodeo grounds, animal hospitals, livestock services, and other farm uses that may be less compatible than the proposed zoning district given the subject area is surrounded by strictly residential neighborhoods on three sides. Additionally, the property is within half a mile of Holt Middle School, Holcomb Elementary School, Gary Hampton Soccer Complex, trails, and other nonresidential services.

Land Use Plan Analysis: **The proposed zoning is consistent with the property's City Plan 2040 Future Land Use Map designation as a Residential Neighborhood Area, which encourages highly connected, compact blocks with gridded street patterns and reduced building setbacks. The NC zoning district would allow for development between existing subdivisions that would contribute to city goals to create connected development and to grow a livable transportation system. While staff finds that developing on the outskirts of the city has the potential to increase maintenance and other long-term expenses, in this case, staff finds that infrastructure is readily available from adjacent neighborhoods to the east and west and that the subject area is within close proximity to a wide array of city services such as parks, schools, and trails despite its location at the city's edge.**

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 R-A to NC is justified. Rezoning to UN would allow for development that is consistent with the City's planning objectives and policies, including improved connectivity between existing subdivisions.**

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

Finding: **Rezoning the property to NC has the potential to increase traffic along adjacent streets. Staff finds that the property connects to existing streets to the north, east, and west, likely reducing the impact of future development onto a single street and creating the potential for improved connectivity throughout the surrounding. Any street improvements required in these areas 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 RA to NC has the potential to increase population density, though it is not likely to undesirably increase the load on public services. The property has access to existing water and sanitary sewer infrastructure and is close to other public services. Fayetteville Public Schools did not comment on this request.**

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

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

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

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

Finding: N/A

RECOMMENDATION: Planning staff recommends forwarding RZN-2025-0032 to the City Council with a recommendation of approval.

PLANNING COMMISSION ACTION	**Required**	**YES**	
Date: August 25, 2025	❒ **Tabled**	☒ **Forwarded**	❒ **Denied**
Motion: WERNER	"I move to forward RZN-2025-0032 to the City Council with a recommendation for approval."		
Second: GULLEY			
Vote: 4-2-1 (PAYNE & GARLOCK OPPOSED, MCGETRICK RECUSED)			

BUDGET/STAFF IMPACT:
None

ATTACHMENTS:

- Unified Development Code:
  - §161.03 – R-A, Residential Agricultural
  - §161.29 Neighborhood Conservation
- Project Maps
  - One Mile Map
  - Close-Up Map
  - Current Land Use Map
  - Future Land Use Map
- Request Letter

  Public comment received after packet creation

161.03 District R-A, Residential-Agricultural

(A) *Purposes.* The regulations of the agricultural district are designed to protect agricultural land until an orderly transition to urban development has been accomplished; prevent wasteful scattering of development in rural areas; obtain economy of public funds in the providing of public improvements and services of orderly growth; conserve the tax base; provide opportunity for affordable housing, increase scenic attractiveness; and conserve open space.

(B) *Uses*.

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 3	Public protection and utility facilities
Unit 6	Agriculture
Unit 7	Animal husbandry
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 37	Manufactured homes
Unit 41	Accessory dwellings
Unit 43	Animal boarding and training
Unit 46	Short-term rentals

(2) *Conditional Uses*.

Unit 2	City-wide uses by conditional use permit
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 20	Commercial recreation, large sites
Unit 24	Home occupations
Unit 35	Outdoor Music Establishments
Unit 36	Wireless communications facilities
Unit 42	Clean technologies

(C) *Density.*

Units per acre	One-half (½)

(D) *Bulk and Area Regulations.*

Lot width minimum	200 feet
Lot Area Minimum:	
Residential:	2 acres
Nonresidential:	2 acres
Lot area per dwelling unit	2 acres

(E) *Setback Requirements.*

Front	Side	Rear
35 feet	20 feet	35 feet

(F) *Height Requirements.* There shall be no maximum height limits in the R-A District, provided, however, if a building exceeds the height of one (1) story, the portion of the building over one (1) story shall have an additional setback from any boundary line of an adjacent residential district. The amount of additional setback for the portion of the building over one (1) story shall be equal to the difference between the total height of that portion of the building and one (1) story.

(G) *Building area.* None.

(Code 1965, App. A., Art. 5(1); Ord. No. 1747, 6-29-70; Code 1991, §160.030; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99; Ord. No. 5028, 6-19-07; Ord. No. 5128, 4-15-08; Ord. No. 5195, 11-6-08; Ord. No. 5238, 5-5-09; Ord. No. 5479, 2-7-12; Ord. No. 5945, §3, 1-17-17; Ord. No. 6015, §1(Exh. A), 11-21-17; Ord. No. 6427, §§1(Exh. C), 2, 4-20-21)

Editor's note(s)—Ord. No. 6820, §1, adopted December 4, 2024, determines that Ordinance 6427 (Sunset Clause), Ordinance 6625 (extending Sunset Clause) and Ordinance 6710 (extending the Sunset Clause) be amended so that Ordinance 6427 and all amendments to Code Sections ordained or enacted by Ordinance 6427 shall automatically sunset, be repealed and become void on July 1, 2025 at 7:00 p.m. unless prior to that time and date the City Council amends this ordinance to repeal or further amend this sunset, repeal and termination section.

161.29 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)

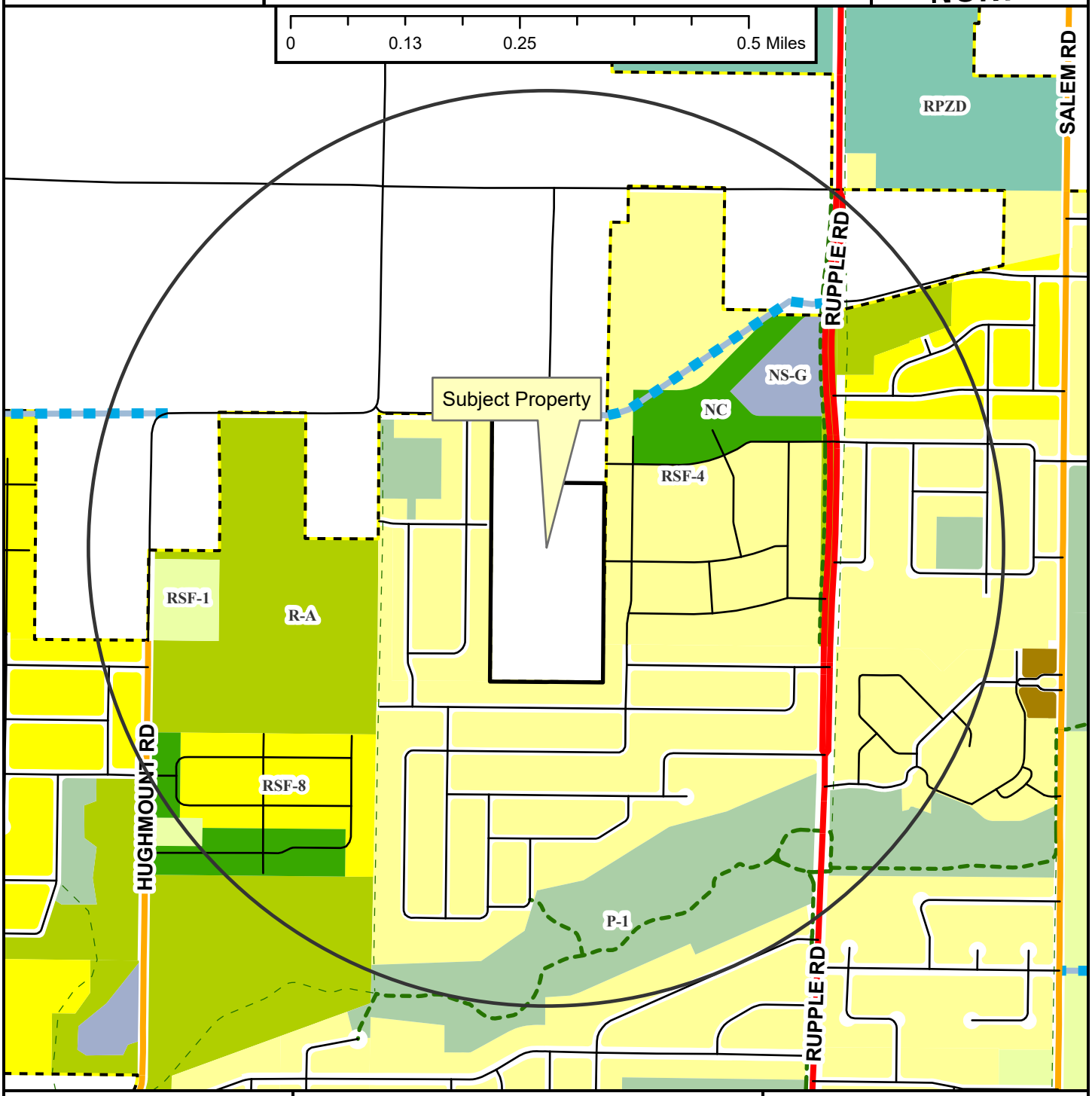
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RZN-2025-0032

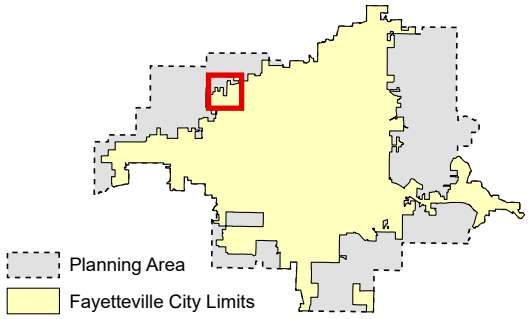
One Mile View

W. LIERLY LN

NORTH



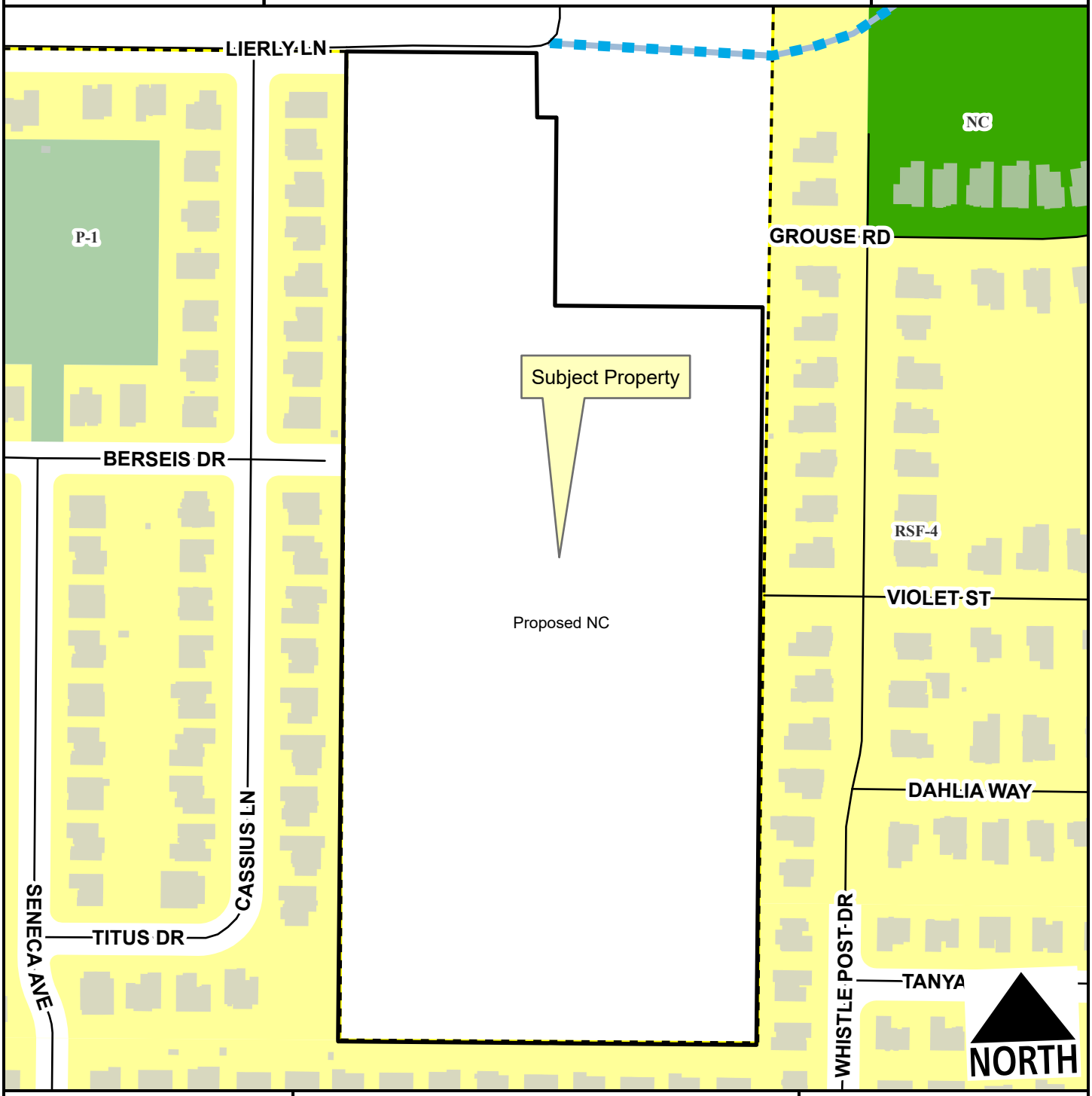
- Regional Link
- Neighborhood Link
- Unclassified
- Residential Link
- Planned Residential Link
- Shared-Use Paved Trail
- Trail (Proposed)
- Fayetteville City Limits
- Planning Area



RZN-2025-0032

Close Up View

W. LIERLY LN



- Unclassified
- Residential Link
- Planned Residential Link
- Planning Area
- Fayetteville City Limits

Feet

0 80 160 320 480 640

1:2,700

Zone	Current	Proposed
NC	0.0	20.0
RSF-4	0.1	0.0

Total 20.0 ac

RZN-2025-0032

Current Land Use

W. LIERLY LN

NORTH



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

Feet

0 112.5 225 450 675 900

1:3,600

FEMA Flood Hazard Data

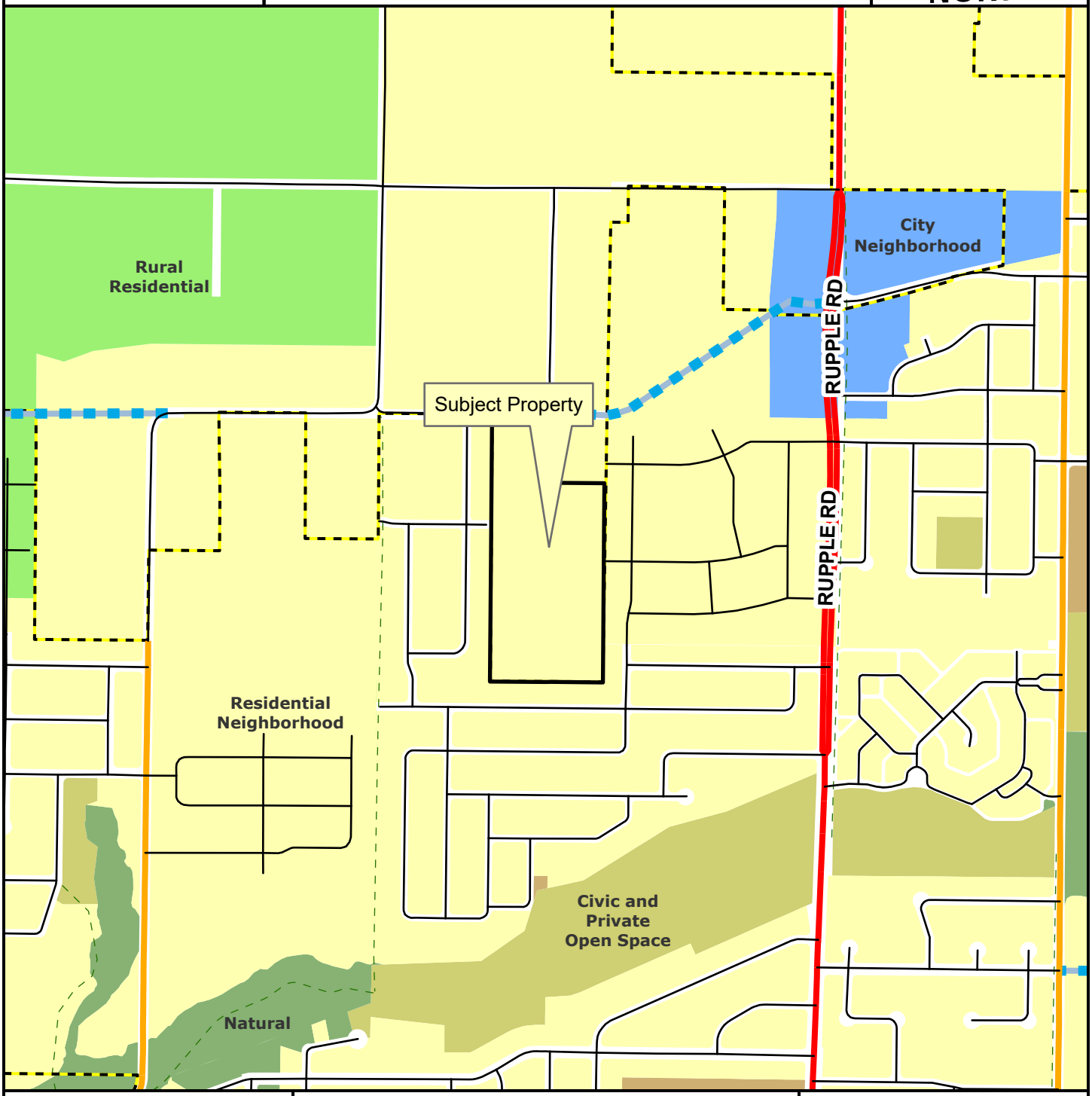
100-Year Floodplain
Floodway

RZN-2025-0032

Future Land Use

W. LIERLY LN

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

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T 479 443 2705 | F 479 443 2718

July 10, 2024

City of Fayetteville Planning Commission
113 West Mountain Street
Fayetteville, AR 72701

Re: Rezoning Application for Parcel Number 001-16788-000 & 001-16811-001

To Whom It May Concern:

I represent the owner of parcel numbers 001-16788-000 and 001-16811-001. The owner has submitted an application to annex the properties into the City of Fayetteville and is submitting this application for rezoning to accompany the annexation petition.

The owner understands that standard protocol states that newly annexed property is zoned at R-A, Residential Agricultural. However, the owner would like the properties to be zoned NC, Neighborhood Conservation, if the annexation is successful. Please see the documents for the Rezoning Application for parcel numbers 001-16788-000 and 001-16811-001. These documents include:

- Legal Description of both properties
- Property Owner Authorization
- Statement of Compatibility

Please let me know if there is any additional information needed at this time. I am also available to discuss this matter if that would be helpful. Thank you for your assistance.

Sincerely,

/s/ Larry McCredy

Larry McCredy

LMC/eil

Rezoning Statement:

Parcels 001-16788-000 and 001-16811-001 (collectively, the "Property") are currently not located within the Fayetteville city limits. Property, however, is the subject of an annexation application that is being submitted simultaneously with this rezoning application. The Applicant is aware that annexed property is automatically assigned a zoning district of R-A. It makes this application for rezoning to be considered as part of the annexation process.

The Applicant desires to rezone the Property to Neighborhood Conservation (NC) zoning district as part of the annexation process. Rezoning to Neighborhood Conservation zoning district would be compatible with the surrounding neighboring property for a number of reasons. First, Property is surrounded on all three sides by RSF-4 zoned property. Just beyond those boundaries are other residential designations. There is another Neighborhood Conservation district in close proximity to the Property. Additionally, there are R-A and RSF-1 designations, as well. Neighborhood Services (NS-G) and Institutional (P-1) districts are also in the vicinity.

Rezoning to Neighborhood Conservation is also consistent with the Future Land Use designation in Fayetteville's City Plan 2040 that identifies this area as a Residential Neighborhood Area, which "encourages highly connected, compact blocks with gridded street patterns and reduced building setbacks." A Neighborhood Conservation designation would be consistent with the guiding policies of this future land use designation. It has reduced setback lines and lower lot width minimums that are consistent with adopted future land use plan.

Rezoning the Property to Neighborhood Conservation will not adversely affect or conflict with surrounding land use. Rather, it is consistent with it. Additionally, it is consistent with Fayetteville's future land use plan.

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2025-1685

MEETING OF SEPTEMBER 16, 2025

TO: Mayor Rawn and City Council

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

FROM: Jessica Masters, Planning Director

SUBJECT: **Appeal: RZN-2025-0027: Rezoning (3070 W. MOUNT COMFORT RD/SUMMERHILL, 323): Submitted by WESLEY BATES for property located at 3070 W. MOUNT COMFORT RD. in WARD 4. The property is zoned RSF-4, RESIDENTIAL SINGLE-FAMILY, FOUR UNITS PER ACRE and contains approximately 0.40 acres. The request is to rezone the property to NS-G, NEIGHBORHOOD SERVICES-GENERAL.**

RECOMMENDATION:
City Planning staff recommend approval and the Planning Commission denied a request to rezone the subject property as shown in exhibits 'A' and 'B'.

BACKGROUND:
The subject property is in west Fayetteville at the northwest corner of W. Mount Comfort Road's intersection with N. Gooseberry Lane. The property contains 0.40 acres which is currently zoned RSF-4, Residential Single-Family, 4 Units per Acre, and is developed with a single-family home that County records indicate was built in 1960.

Request: The request is to appeal the Planning Commission's decision to deny the applicant's request to rezone the property from RSF-4 to NS-G, Neighborhood Services, General.

Public Comment: Staff has received public comment in opposition to the request, with neighbors concerned that the proposal was incompatible with the surrounding land uses, and inconsistent with the neighborhood character.

Land Use Compatibility: Staff finds the proposed rezoning from RSF-4 to NS-G to be compatible with the surrounding land uses. RSF-4 is a single-family district that typically requires 70 feet of street frontage and a minimum lot area of 8,000 sq. feet. Though surrounded by single-family uses to the west, north, and east, the property fronts W. Mount Comfort Road, a High Activity Link Street. With this location on the corner of a major thoroughfare, a single-family zoning district is not likely the highest and best use for the property with the potential for additional housing or small nonresidential uses appropriate. NS-G, while it allows for some limited commercial uses, is still considered to be a residential district, the intention of which is to promote pedestrian-oriented neighborhood development at a scale that is compatible with surrounding land uses. While allowing a density up to 18 units per acre, staff finds that given the size of the site, the lot area minimums for dwelling units, and the limited nature of developable area, the site would likely never reach that maximum threshold. Further, limited businesses (such as medical offices, coffee shops, and small grocery stores) would be permitted on the property to a maximum size of 8,000 sq. ft., which, given its corner location, would be well-

suited to provide services and amenities within a walkable distance of many residents that currently are required to make trips to employment and services by vehicle.

Land Use Plan Analysis: Staff finds the proposed rezoning to be consistent with the City's adopted land use plans. The potential for non-residential uses promotes walkability in an area that is largely residential. The property is located almost precisely halfway between two tier centers (one on N. Rupple Road and W. Mount Comfort, and the other located at W. Mount Comfort and N. Salem Road). Further, elements contributing to appropriate infill total five, indicating that a minimal increase in density is appropriate here. Staff finds that the applicant's request is in line with this score. The proposal also supports goals 3 and 4 in City Plan 2040, including promotion of infill, creating opportunities for housing, and developing complete neighborhoods.

CITY PLAN 2040 INFILL MATRIX: City Plan 2040's Infill Matrix indicates a score of 5 for this site. The following elements of the matrix contribute :

- Adequate Fire Response (Station #8, Deane Street)
- Near Sewer Main (8" in N. Gooseberry Lane, 8" in W. Mount Comfort Road)
- Near Water Main (12" in W. Mount Comfort Road, 2.5" in N. Gooseberry Lane)
- Near City Park (Gary Hampton Softball Complex)
- Near Paved Trail (Marked Shared Roadway, W. Mount Comfort Road)

DISCUSSION:
At the August 11, 2025 Planning Commission meeting, a request to rezone the property from RSF-4 to NS-G was denied by a 3-6-0 vote. (Commissioners Werner, Gulley, Cabe, Payne, Garlock, and McGetrick were opposed). Commissioners in favor agreed with staff's findings that the change would support small-scale, walkable services along W. Mount Comfort Road. Opponents raised concerns about access management, scale, and compatibility with the neighborhood, preferring the applicants seek conditional use permitting under the current zoning if non-residential uses were proposed. Seven residents spoke in opposition, citing traffic issues along W. Mount Comfort, concerns about inserting commercial activity on what is currently a dead-end street, and lack of compatibility with neighborhood character and existing land uses.

BUDGET/STAFF IMPACT:

ATTACHMENTS: 3. Appeal Letter, 4. Exhibit A, 5. Exhibit B, 6. Planning Commission Staff Report

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

File #: 2025-1685

AN ORDINANCE TO REZONE THE PROPERTY DESCRIBED IN REZONING PETITION RZN 2025-27 FOR APPROXIMATELY 0.40 ACRES LOCATED AT 3070 WEST MOUNT COMFORT ROAD IN WARD 4 FROM RSF-4, RESIDENTIAL SINGLE-FAMILY, FOUR UNITS PER ACRE TO NS-G, NEIGHBORHOOD SERVICES-GENERAL

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby changes the zone classification of the property shown on the map (Exhibit A) and the legal description (Exhibit B) both attached to the Planning Department's Agenda Memo from RSF-4, Residential Single-Family, Four Units Per Acre to NS-G, Neighborhood Services-General.

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

Masters, Jessica

From: Pennington, Blake
Sent: Wednesday, August 13, 2025 9:54 AM
To: Konrad Siemek
Cc: CityClerk; Wes Bates; Masters, Jessica; Williams, Kit; Hungate, Hannah
Subject: RE: Appeal of rezoning denial for 3070 W Mt Comfort Road

Thank you for confirming, Konrad. The appeal meets the form, time, and place requirements of Section 155.02 and can be added to the City Council agenda.

Thanks,

Blake

Blake E. Pennington
Senior Assistant City Attorney
City of Fayetteville, Arkansas

From: Konrad Siemek <ksiemek@gmail.com>
Sent: Wednesday, August 13, 2025 9:48 AM
To: Pennington, Blake <bpennington@fayetteville-ar.gov>
Cc: CityClerk <cityclerk@fayetteville-ar.gov>; Wes Bates <bateswt@gmail.com>; Masters, Jessica <jmasters@fayetteville-ar.gov>; Williams, Kit <kwilliams@fayetteville-ar.gov>; Hungate, Hannah <hhungate@fayetteville-ar.gov>
Subject: Re: Appeal of rezoning denial for 3070 W Mt Comfort Road

CAUTION: This email originated from outside of the City of Fayetteville. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Blake,

I believe we would agree with your statement, if I am understanding correctly.

Konrad Siemek
Owner AD&U
Physical Therapist
www.adandyounwa.com

AD&U

On Wed, Aug 13, 2025, 9:32 AM Pennington, Blake <bpennington@fayetteville-ar.gov> wrote:

> Wes,

Section 155.02(A) requires that appeals set forth the applicable UDC section(s). Based on what you've written below, could you confirm that Section 154.03 would be the appropriate UDC section? 154.03(A)(3) discusses the requirement for applicants to explain the compatibility of the proposed rezoning with neighboring property and why the proposed rezoning will not unreasonably adversely affect or conflict with surrounding land uses.

Thanks,

Blake

Blake E. Pennington

Senior Assistant City Attorney

City of Fayetteville, Arkansas

From: CityClerk <cityclerk@fayetteville-ar.gov>
Sent: Tuesday, August 12, 2025 2:34 PM
To: Wes Bates <bateswt@gmail.com>
Cc: Konrad Siemek <ksiemek@gmail.com>; Masters, Jessica <jmasters@fayetteville-ar.gov>; Williams, Kit <kwilliams@fayetteville-ar.gov>; Pennington, Blake <bpennington@fayetteville-ar.gov>; Hungate, Hannah <hhungate@fayetteville-ar.gov>
Subject: RE: Appeal of rezoning denial for 3070 W Mt Comfort Road

Good afternoon Mr. Bates,

Thank you for your email message!

Our City Attorneys have been added to this message, we'll await further instructions on how to proceed.

Thank you,

Jonathan Ramirez

Deputy City Clerk - Communications

Office of the City Clerk-Treasurer

City of Fayetteville, Arkansas

479-718-7629

fayetteville-ar.gov

jramirez@fayetteville-ar.gov



From: Wes Bates <bateswt@gmail.com>
Sent: Tuesday, August 12, 2025 1:23 PM
To: CityClerk <cityclerk@fayetteville-ar.gov>
Cc: Konrad Siemek <ksiemek@gmail.com>; Masters, Jessica <jmasters@fayetteville-ar.gov>
Subject: Appeal of rezoning denial for 3070 W Mt Comfort Road

CAUTION: This email originated from outside of the City of Fayetteville. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Mayor and Members of the City Council,

I am writing to formally appeal the Planning Commission's denial of our rezoning request for 3070 W Mt Comfort Road from its current zoning to NS-G (Neighborhood Services General).

The Planning Department recommended approval of this request, recognizing that NS-G is consistent with the character and land use patterns along this section of Mt Comfort. In fact, NS-G zoning already exists across the street, and the property's frontage along Mt Comfort makes it an appropriate location for a small-scale, neighborhood-serving use.

We believe it is neither practical nor in the community's best interest to require exclusively single-family homes along a major street like Mt Comfort. The NS-G district allows for mixed-use, walkable development that complements surrounding residential areas, increases neighborhood amenities, and provides flexibility for future needs.

Given the existing NS-G zoning nearby, the property's location on a high-traffic corridor, and the Planning Department's support, we respectfully request that the City Council approve our rezoning to NS-G.

Thank you for your consideration.

Sincerely,
Wes Bates

--

Wes Bates

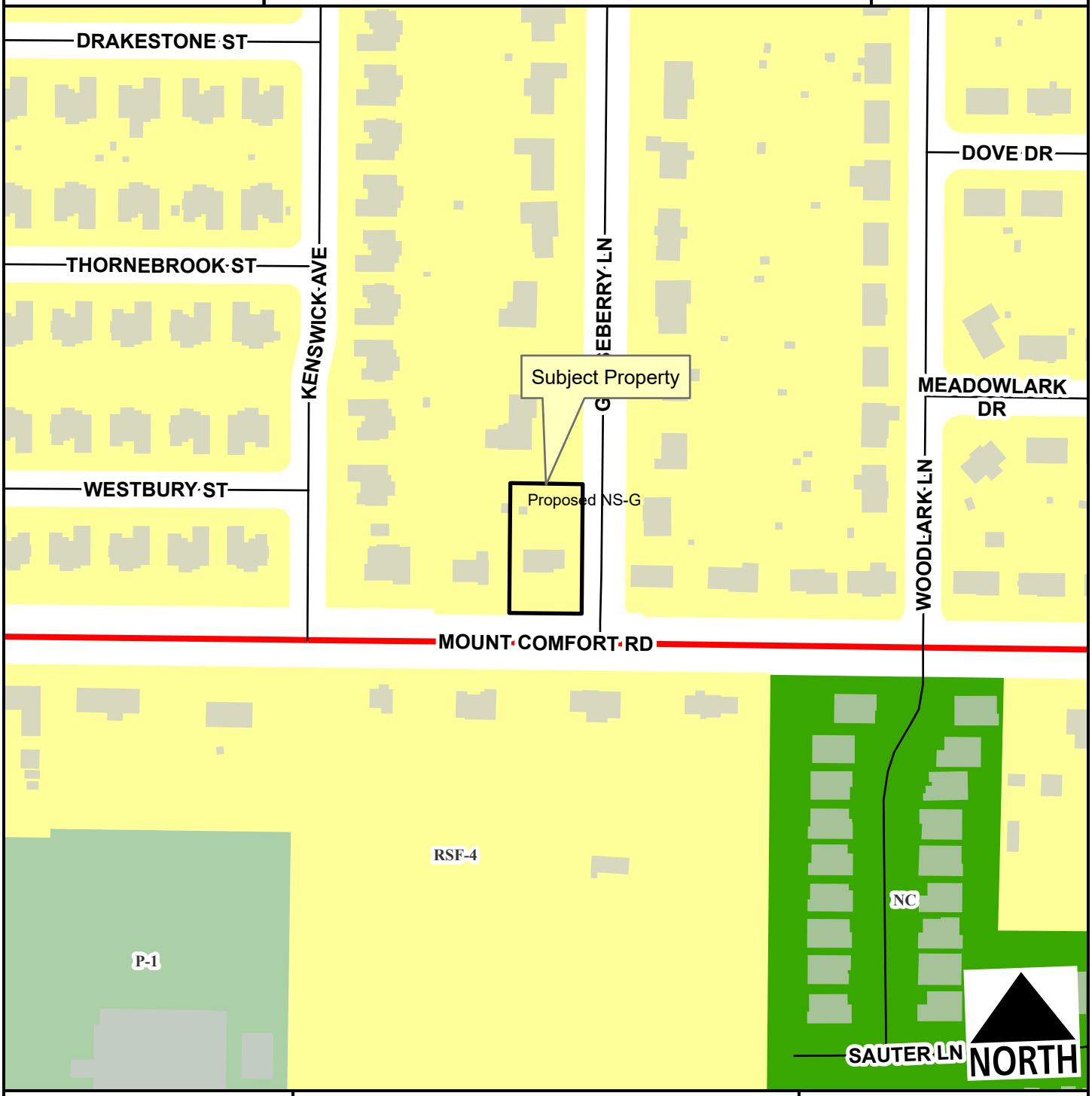
bateswt@gmail.com
479-595-5499

RZN-2025-0027

Close Up View

3070 W. MOUNT COMFORT RD

EXHIBIT A



Regional Link

Residential Link

Planning Area

Fayetteville City Limits

Feet

0 75 150 300 450 600

1:2,400

Zone	Current	Proposed
NS-G	0.0	0.4
RSF-4	0.4	0.0

Total 0.4 ac

EXHIBIT B

GIS Approved
07/08/2025

Lot 9, Block 1, Mt. Comfort Addition, an Addition to the City of Fayetteville, Washington County, Arkansas, as per the plat of said addition on file in the office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.

CITY OF FAYETTEVILLE ARKANSAS

PLANNING COMMISSION MEMO

TO: Fayetteville Planning Commission

FROM: Jessie Masters, Planning Director

MEETING DATE: August 11, 2025

SUBJECT: **RZN-2025-0027: Rezoning (3070 W. MOUNT COMFORT RD/SUMMERHILL, 323):** Submitted by WESLEY BATES for property located at 3070 W. MOUNT COMFORT RD. The property is zoned RSF-4, RESIDENTIAL SINGLE-FAMILY, FOUR UNITS PER ACRE and contains approximately 0.40 acres. The request is to rezone the property to NS-G, NEIGHBORHOOD SERVICES-LIMITED.

RECOMMENDATION:
Staff recommends forwarding **RZN-2025-0027** to City Council with a recommendation for approval.

RECOMMENDED MOTION:
"I move to forward **RZN-2025-0027** to City Council with a recommendation for approval."

BACKGROUND:
The subject property is in west Fayetteville at the northwest corner of W. Mount Comfort Road's intersection with N. Gooseberry Lane. The property contains 0.40 acres which is currently zoned RSF-4, Residential Single-Family, 4 Units per Acre, and is developed with a single-family home that County records indicate was built in 1960. Surrounding land uses and zoning are depicted in *Table 1*.

Table 1:
Surrounding Land Uses and Zoning

Direction	Land Use	Zoning
North	Single-Family Residential	RSF-4, Residential Single-Family, 4 Units per Acre
South	Single-Family Residential	RSF-4, Residential Single-Family, 4 Units per Acre
East	Single-Family Residential	RSF-4, Residential Single-Family, 4 Units per Acre
West	Single-Family Residential	RSF-4, Residential Single-Family, 4 Units per Acre

Request: The request is to rezone the subject property from RSF-4, Residential Single-Family, 4 Units per Acre to NS-G, Neighborhood Services, General.

Public Comment: Staff has received public comment in opposition to the request. Neighbors were concerned that the proposal was incompatible with the surrounding land uses, and inconsistent with the neighborhood character.

INFRASTRUCTURE AND ENVIRONMENTAL ANALYSIS:

Streets: The subject area has street frontage along W. Mount Comfort Road, which is a fully improved Regional Link Street with asphalt paving, sidewalk, curb and gutter.

The subject area has street frontage along North Gooseberry Lane, which is a partially improved Residential Link Street with asphalt paving and open ditches. Any street improvements required in these areas would be determined at the time of the development proposal. Any additional improvements or requirements for drainage will be determined at time of development.

Water: Public water is available to the subject area. An existing 12-inch water main is present along W. Mount Comfort Road. An existing 2.5-inch water main is present along N. Gooseberry Lane.

Sewer: Sanitary sewer is available to the subject area. An existing 8-inch sewer main is present along W. Mount Comfort Road. An existing 8-inch sewer main is present along N. Gooseberry Lane. There are known wet weather sewer capacity issues identified in the City's 2021 Sewer Master Plan that appear in the system approximately 50 linear feet downstream of this property.

Drainage: No portion of the subject property lies within the Hillside-Hilltop Overlay District or a FEMA floodplain. Additionally, no protected streams are present, no are there hydric soils on the property. Any additional improvements or requirements for drainage will be determined at time of development.

Fire: Fire apparatus access and fire protection water supplies will be reviewed for compliance with the Arkansas Fire Prevention Code at the time of development. Station 8, located at 2266 W Deane St., protects this site. The property is located approximately 1.1 miles from the fire station with an anticipated drive time of approximately 3 minutes using existing streets. The anticipated response time would be approximately 5.2 minutes. Fire Department response time is calculated based on the drive time plus 1 minute for dispatch and 1.2 minutes for turn-out time. Within the City Limits, the Fayetteville Fire Department has a response time goal of 6 minutes for an engine and 8 minutes for a ladder truck.

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

Tree Preservation:

The proposed zoning district of NS-G, Neighborhood Services, General requires **20% minimum canopy preservation.** The current zoning district of RSF-4, Residential Single-Family, Four Units per Acre requires **25% minimum canopy preservation.**

CITY PLAN 2040 FUTURE LAND USE PLAN: The City Plan 2040 Future Land Use Plan designates the property within the proposed rezone as **Residential Neighborhood**.

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

CITY PLAN 2040 INFILL MATRIX: City Plan 2040's Infill Matrix indicates a score of **5** for this site with a weighted score of **4.5**. The following elements of the matrix contribute to the score:

- Adequate Fire Response (Station #8, Deane Street)
- Near Sewer Main (8" in N. Gooseberry Lane, 8" in W. Mount Comfort Road)
- Near Water Main (12" in W. Mount Comfort Road, 2.5" in N. Gooseberry Lane)
- Near City Park (Gary Hampton Softball Complex)
- Near Paved Trail (Marked Shared Roadway, W. Mount Comfort Road)

FINDINGS OF THE STAFF

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

Finding: ***Land Use Compatibility:*** **Staff finds the proposed rezoning from RSF-4 to NS-G to be compatible with the surrounding land uses. RSF-4 is a single-family district that typically requires 70 feet of street frontage and a minimum lot area of 8000 sq. feet. Though surrounded by single-family uses to the west, north, and east, the property fronts W. Mount Comfort Road on the northwest corner of its intersection with N. Gooseberry Lane. W. Mount Comfort Road is a High Activity Link Street, and with its location on the corner with a major thoroughfare, a single-family zoning district is not likely the highest and best use for the property. NS-G, while it allows for some limited commercial uses, is still considered to be a residential district, the intention of which is to promote pedestrian-oriented neighborhood development at a scale that is compatible with surrounding land uses. While allowing a density up to 18 units per acre, staff finds that given the size of the site, the lot area minimums for dwelling units, and the limited nature of developable area, the site would likely never reach that maximum threshold. Further, limited businesses (such as medical offices, coffee shops, and small grocery stores) would be permitted on the property to a maximum size of 8000 sq. ft., which, given its corner location, would be well-suited to provide services and amenities within a walkable area to many residents that currently are required to take those trips using a vehicle.**

Land Use Plan Analysis: **Staff finds the proposed rezoning to be consistent with the City's adopted land use plans. The insertion of the possibility of non-residential uses in the area promotes walkability in an area that has long been established as residential. The property is located almost precisely halfway between two tier centers (one on N. Rupple Road and W. Mount Comfort, and the other located at W. Mount Comfort and N. Salem Road). Further, the infill score is 5, indicating that a minimal increase in density would be recommended here. Staff finds that the applicant's request is in line with this score. The proposal also supports goals 3 and 4 in City Plan 2040.**

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

Finding: **Staff finds that rezoning the subject property from RSF-4 to NS-G is justified and is consistent with the city's future land use plans.**

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

Finding: **A rezoning from RSF-4 to NS-G has the potential to increase traffic at this location considering that the site is currently developed with a single-family home. Staff does not find, however, that given the size of the site, and the requirements for access management, that it would be to an appreciable degree.**

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

Finding: **The proposed rezoning has the potential to alter the population density since it would allow for increased residential development. However, the property currently has access to public streets and water. There are known wet weather sewer capacity issues identified in the City's 2021 Sewer Master Plan that appear in the system approximately 50 linear feet downstream of this property, and any necessary upgrades or improvements to existing infrastructure would be determined at the time of development. Fayetteville Public Schools did not comment on this request.**

5. If there are reasons why the proposed zoning should not be approved in view of considerations under b (1) through (4) above, a determination as to whether the proposed zoning is justified and/or necessitated by peculiar circumstances such as:

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

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

Finding: **N/A**

RECOMMENDATION: Planning staff recommends forwarding RZN-2025-0027 to City Council with a recommendation of approval.

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

Date: August 11, 2025 ❒ **Tabled** ❒ **Forwarded** ☒ **Denied**

Motion: Payne — motion to forward denied.

Second: Garlock

Vote: 3-5-0 (Commissioners Werner, Gulley, Cabe, Payne, Garlock, McGetrick)

BUDGET/STAFF IMPACT:
None

Attachments:

- Unified Development Code:
  - §161.07 District RSF-4, Residential Single-Family - Four (4) Units Per Acre
  - §161.19 NS-G, Neighborhood Services - General
- One Mile Map
- Close-up Map
- Current Land Use Map
- Future Land Use Map
- Request letter
- Public Comment

161.07 District RSF-4, Residential Single-Family - Four (4) Units Per Acre

(A) *Purpose.* The RSF-4 Residential District is designed to permit and encourage the development of low density detached dwellings in suitable environments, as well as to protect existing development of these types.

(B) *Uses.*

(1) *Permitted Uses*.

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

(2) *Conditional Uses*.

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 9	Two-family dwellings
Unit 12a	Limited business
Unit 24	Home occupations
Unit 36	Wireless communications facilities
Unit 44	Cluster Housing Development

(C) *Density.*

	Single-family dwellings	Two (2) family dwellings
Units per acre	4 or less	7 or less

(D) *Bulk and Area Regulations.*

	Single-family dwellings	Two (2) family dwellings
Lot minimum width	70 feet	80 feet

Lot area minimum	8,000 square feet	12,000 square feet
Land area per dwelling unit	8,000 square feet	6,000 square feet
Hillside Overlay District Lot minimum width	60 feet	70 feet
Hillside Overlay District Lot area minimum	8,000 square feet	12,000 square feet
Land area per dwelling unit	8,000 square feet	6,000 square feet

(E) *Setback Requirements.*

Front	Side	Rear
15 feet	5 feet	15 feet

(F) *Building Height Regulations*.

Building Height Maximum	3 stories

(G) *Building Area.* On any lot the area occupied by all buildings shall not exceed 40% of the total area of such lot. Accessory ground mounted solar energy systems shall not be considered buildings.

(Code 1991, §160.031; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99; Ord. No. 4858, 4-18-06; Ord. No. 5028, 6-19-07; Ord. No. 5128, 4-15-08; Ord. No. 5224, 3-3-09; Ord. No. 5312, 4-20-10; Ord. No. 5462, 12-6-11; Ord. No. 5921, §1, 11-1-16; Ord. No. 5945, §8, 1-17-17; Ord. No. 6015, §1(Exh. A), 11-21-17; Ord. No. 6245, §2, 10-15-19; Ord. No. 6427, §§1(Exh. C), 2, 4-20-21)

Editor's note(s)—Ord. No. 6820, §1, adopted December 4, 2024, determines that Ordinance 6427 (Sunset Clause), Ordinance 6625 (extending Sunset Clause) and Ordinance 6710 (extending the Sunset Clause) be amended so that Ordinance 6427 and all amendments to Code Sections ordained or enacted by Ordinance 6427 shall automatically sunset, be repealed and become void on July 1, 2025 at 7:00 p.m. unless prior to that time and date the City Council amends this ordinance to repeal or further amend this sunset, repeal and termination section.

161.19 NS-G, Neighborhood Services - General

(A) *Purpose.* The Neighborhood Services, General district is designed to serve as a mixed use area of medium intensity. Neighborhood Services, General promotes a walkable, pedestrian-oriented neighborhood development form with sustainable and complementary neighborhood businesses that are compatible in scale, aesthetics, and use with surrounding land uses. For the purpose of Chapter 96: Noise Control the Neighborhood Services district is a residential zone.

(B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 10	Three (3) and four (4) family dwellings
Unit 12b	General business
Unit 24	Home occupations
Unit 40	Sidewalk cafes

Unit 41	Accessory dwelling units
Unit 44	Cluster housing development
Unit 46	Short-term rentals

Note: Any combination of above uses is permitted upon any lot within this zone. Conditional uses shall need approval when combined with pre-approved uses.

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 13	Eating places
Unit 16	Shopping goods
Unit 19	Commercial recreation, small sites
Unit 25	Offices, studios and related services
Unit 26	Multi-family dwellings
Unit 36	Wireless communication facilities
Unit 45	Small scale production

(C) *Density.* Eighteen (18) or less per acre.

(D) *Bulk and Area Regulations.*

(1) *Lot Width Minimum.*

All dwellings	35 feet
All other uses	None

(2) *Lot Area Minimum.*

Single-family	4,000 square feet
Two (2) family or more	3,000 square feet per dwelling unit
All other uses	None

(E) *Setback regulations.*

Front	Side	Side-Zero Lot Line*	Rear	Rear when contiguous to a single-family residential district
A build-to zone that is located between the front property line and a line 25 feet from the front property line.	5 feet	A setback of less than 5 feet (zero lot line) is permitted on one interior side, provided a maintenance agreement is filed**. The remaining side setback(s) shall be 10 feet.	None	15 feet

(F) *Building Height Regulations.*

Building Height Maximum	3 stories

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

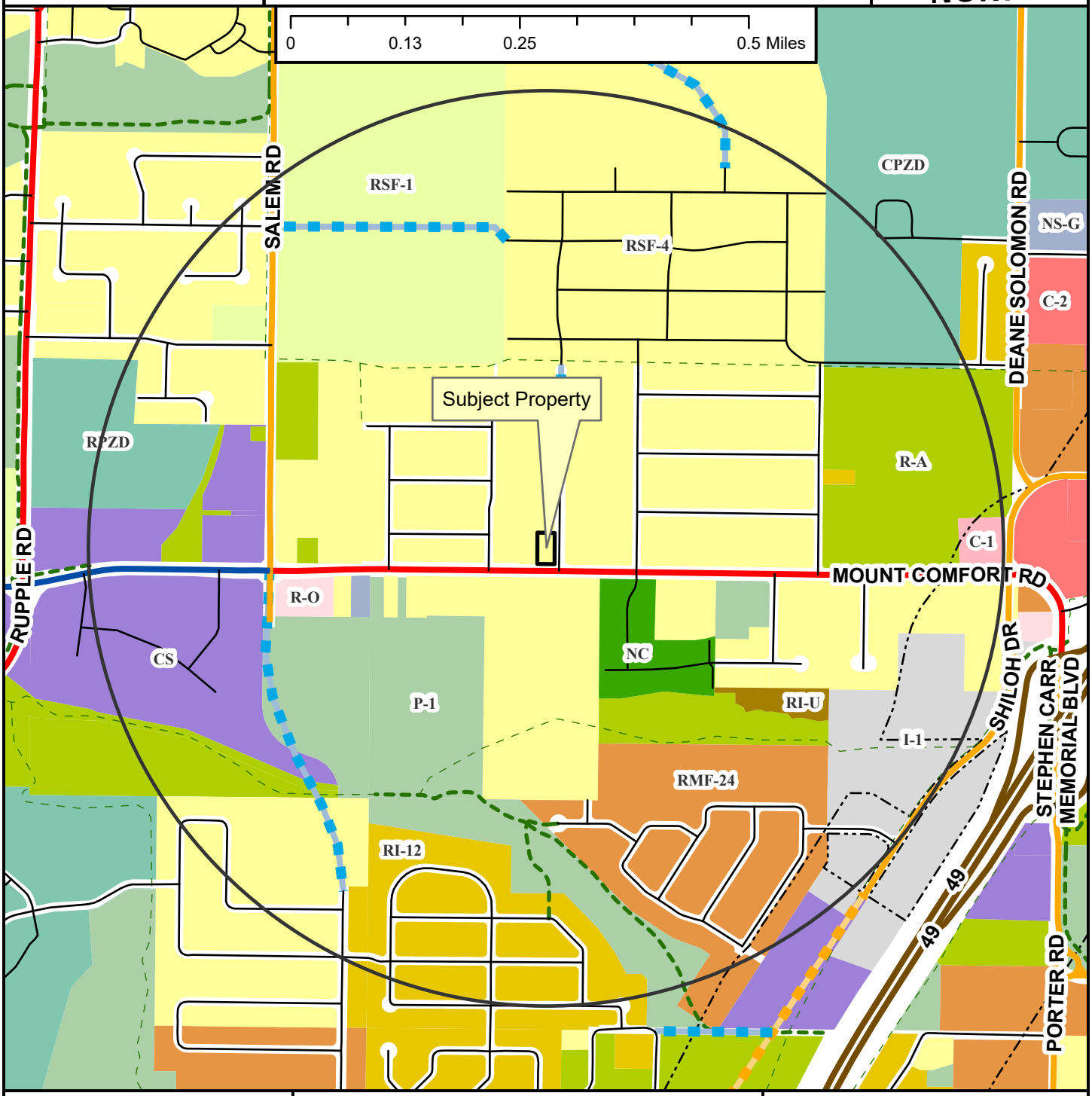
(Ord. No. 5945, §7(Exh. A), 1-17-17; Ord. No. 6015, §1(Exh. A), 11-21-17; Ord. No. 6223, §1, 9-3-19; Ord. No. 6427, §§1(Exh. C), 2, 4-20-21)

Editor's note(s)—Ord. No. 6820, §1, adopted December 4, 2024, determines that Ordinance 6427 (Sunset Clause), Ordinance 6625 (extending Sunset Clause) and Ordinance 6710 (extending the Sunset Clause) be amended so that Ordinance 6427 and all amendments to Code Sections ordained or enacted by Ordinance 6427 shall automatically sunset, be repealed and become void on July 1, 2025 at 7:00 p.m. unless prior to that time and date the City Council amends this ordinance to repeal or further amend this sunset, repeal and termination section.

RZN-2025-0027

One Mile View

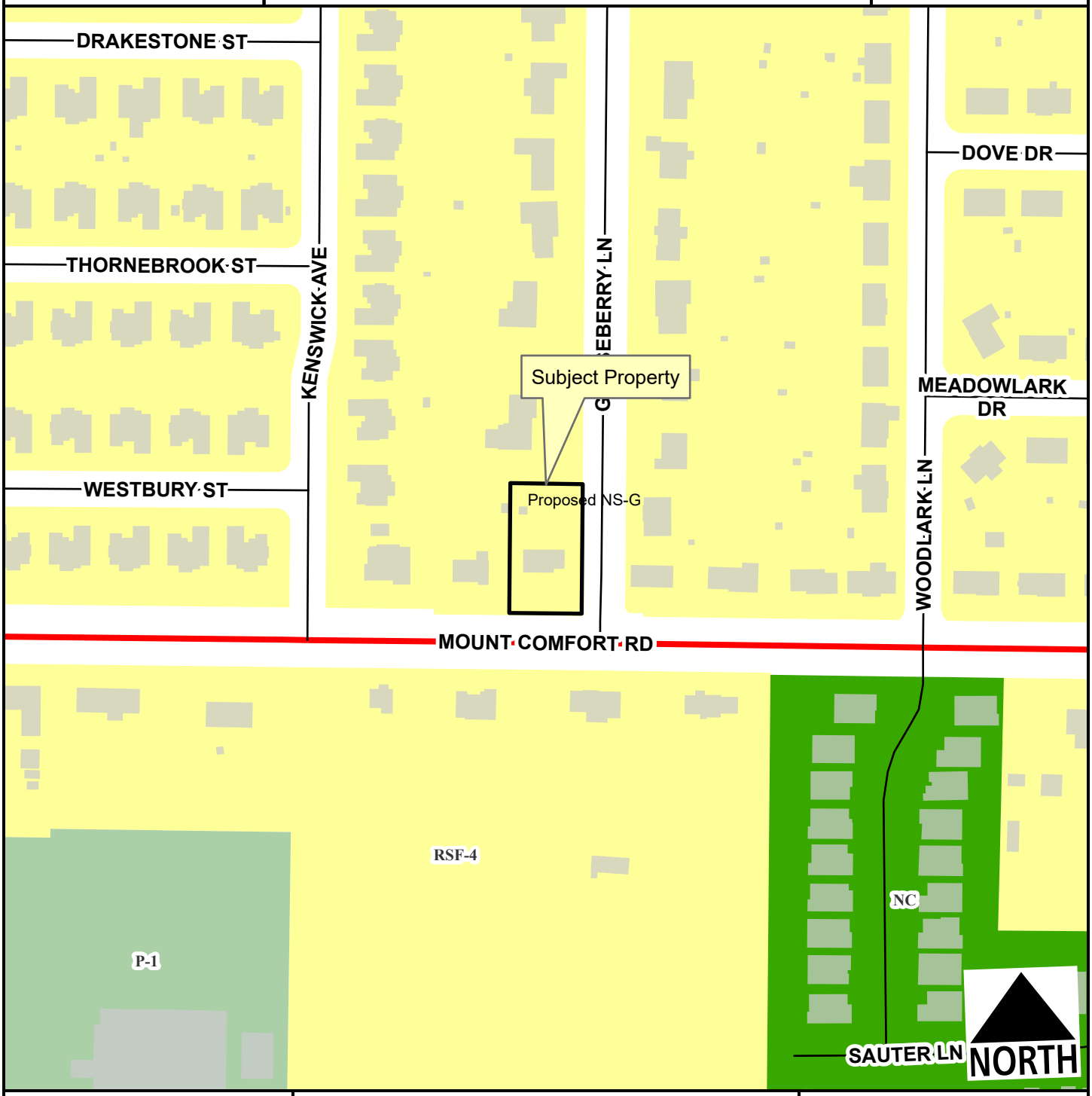
3070 W. MOUNT COMFORT RD



RZN-2025-0027

Close Up View

3070 W. MOUNT COMFORT RD



Regional Link
Residential Link
Planning Area
Fayetteville City Limits

Feet
0 75 150 300 450 600
1:2,400

Zone	Current	Proposed
NS-G	0.0	0.4
RSF-4	0.4	0.0

Total 0.4 ac

RZN-2025-0027

Current Land Use

3070 W. MOUNT COMFORT RD

NORTH



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

Feet

0 112.5 225 450 675 900

1:3,600

FEMA Flood Hazard Data

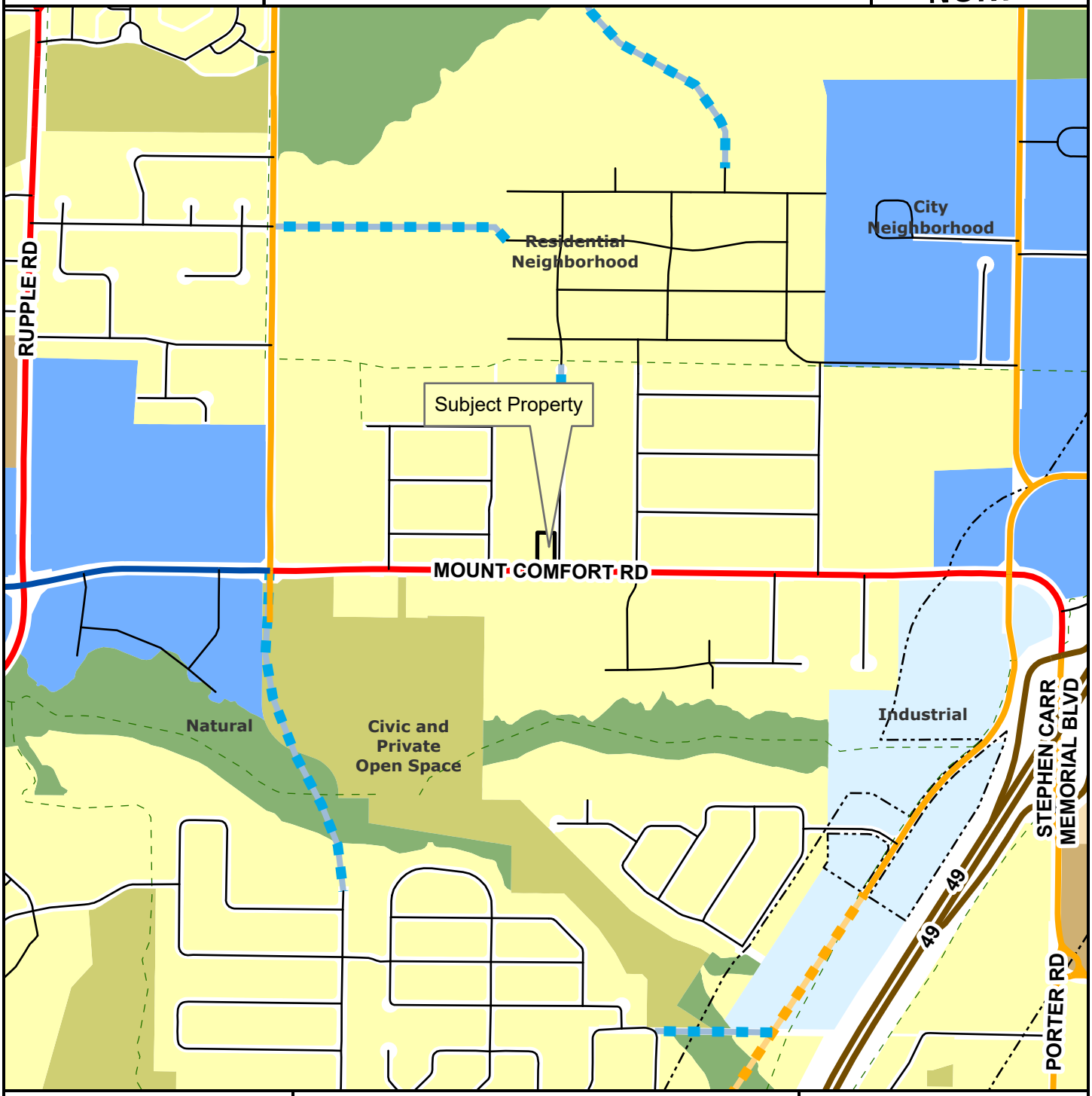
- 100-Year Floodplain
- Floodway

RZN-2025-0027

Future Land Use

3070 W. MOUNT COMFORT RD

NORTH



- Regional Link
- Neighborhood Link
- Regional Link - High Activity
- Freeway/Expressway
- Unclassified
- Residential Link
- Planned Neighborhood Link
- Planned Residential Link
- Planning Area
- Fayetteville City Limits
- Trail (Proposed)
- Design Overlay District

Feet

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

1:10,000

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

Property Address: 3070 W Mt Comfort Rd
Current Zoning: RSF-4
Proposed Zoning: NS-G (Neighborhood Services – General)

To Whom It May Concern,

We are requesting a rezoning of the property located at 3070 W Mt Comfort Rd from RSF-4 (Residential Single-Family, 4 units per acre) to NS-G (Neighborhood Services – General). While our current development plans do not require commercial use, we believe NS-G is the most appropriate zoning district for this site, both in terms of long-term flexibility and compatibility with the surrounding area.

This property sits along Mt Comfort Road, a designated thoroughfare, and lies between two established Tier centers. Given its location between these centers, NS-G is an appropriate transition zone that allows for neighborhood-scale services and a range of housing types, while maintaining a pedestrian-oriented, residential character. NS-G zoning would provide flexibility for future small-scale, neighborhood-friendly commercial uses, which have been encouraged by city planning staff in this area.

Although our current plans are residential in nature, we support the vision of mixed-use and neighborhood-scale development along key corridors like Mt Comfort. This rezoning would align with the city's goals of creating walkable, mixed-use neighborhoods and support sustainable growth patterns.

We believe this zoning change represents a compatible and context-sensitive approach that balances current development needs with the long-term goals of the community. The scale and intent of NS-G is consistent with nearby land uses and appropriate given the property's location between two activity nodes.

Thank you for your consideration of this request.

Wesley Bates

Compiled Public Comment
RZN-2025-0027

-----Original Message-----

From: Michelle Parker <fotosbymichelle@yahoo.com>
Sent: Sunday, August 3, 2025 7:44 PM
To: Planning Shared <planning@fayetteville-ar.gov>
Cc: Nathan- Hubby <nute4christ@gmail.com>
Subject: 3070 W. Mt Comfort

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,

My name is Michelle Parker, and I live at 2306 N. Kenswick Avenue. I received a notification letter of a rezoning adjacent to my home, planned for 3070 W. Mt Comfort, owned by Jean Summerhill, and proposed by Wesley Bates. Currently our neighborhood, as well as all neighborhoods adjacent to this parcel are zoned RSF-4, and I see that the applicant is wanting to change this to 18 units per acre. I am extremely surprised and against this zoning, as are my neighbors. This comes at a complete shock because we do not currently have any type of multi-family homes near us. Several streets down, there are duplex homes, but nothing at the density of 18 units per acre. I don't believe that it fits into this area, or into the city's master zoning plan. I do know that we are trying to move to the new "zones" of having walkable commercial options, however, this density of homes right in the middle of a single family neighborhood would stick out like a sore thumb. I am aware that the city is currently dealing with an affordable housing shortage, but the single family home that currently exists on the property would be a perfect home for a young family that is looking for one. I do not believe that building something that fits into an 18 units per acre development will alleviate the affordable housing problem in any way, and if anything, I believe it would just remove one more opportunity for a Fayetteville family to own their own home.

I would like to request that my opinion be forwarded on to my ward 4 representative, and the entire planning commission that will be hearing this request. I would also like to request a copy of the preliminary plans that are being proposed for this property so that I can inform my neighbors that are not familiar with how to share their comments with their representatives.

Thank you for your time,

Michelle Parker

From: Burke <bruss8993@gmail.com>
Sent: Monday, August 11, 2025 12:40 PM
To: Brink, Andrew <andrew.brink@fayetteville-ar.gov>; Payne, Brad <brad.payne@fayetteville-ar.gov>; Gulley, Fred <fred.gulley@fayetteville-ar.gov>; Garlock, Jimm <jimm.garlock@fayetteville-ar.gov>; Madden, Mary <mary.madden@fayetteville-ar.gov>; McGetrick, Mary <mary.mcgetrick@fayetteville-ar.gov>; Cabe, Matthew <matthew.cabe@fayetteville-ar.gov>; Castin, Nick <nick.castin@fayetteville-ar.gov>; Werner, Nick <nick.werner@fayetteville-ar.gov>; Planning Shared <planning@fayetteville-ar.gov>
Cc: ward4_post1@fayetteville-ar.gov
Subject: RZN-2025-0027

CAUTION: This email originated from outside of the City of Fayetteville. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Commissioners,

I'm writing to request that you reject the application to rezone the property located at the corner of Gooseberry and Mt. Comfort.

Compiled Public Comment
RZN-2025-0027

The new owners claim they just want to put two dwellings on the property, but they want to rezone it to "neighborhood services-general". I am skeptical of their true intentions. I believe up to four units are permissible under the current zoning, so they need do nothing.

I have lived at 2395 Gooseberry for 13 years. I do not want to have a storefront or storefronts there, nor do my neighbors. I really think it should stay a single family home, so it is consistent with the rest of the surrounding area. Also, traffic is already bad enough on Mt. Comfort. Adding a business will make traffic worse and there is no turn lane in that part of Mt. Comfort.

The neighborhood currently has access to services at Caseys and the Kum-n-Go on Mt. Comfort and there will be more services when the large development at Mt. Comfort and Rupple are complete.

Thank you for your consideration. Regards,

Burke Russell

2395 N. Gooseberry Ln.

479-236-6971

bruss8993@gmail.com

From: Jacob B Hertzog <jacob.b.hertzog@gmail.com>
Sent: Thursday, August 7, 2025 11:02 PM
To: Planning Shared <planning@fayetteville-ar.gov>
Cc: Erica Duncan <ericaboberica@gmail.com>
Subject: Rezoning of 3070 Mount Comfort

CAUTION: This email originated from outside of the City of Fayetteville. Do not click links or open attachments unless you recognize the sender and know the content is safe.

To Whom It May Concern,

We live at 2278 N. Gooseberry Lane in Fayetteville, directly across from the proposed rezoning of 3070 Mount Comfort. We are distressed by the implications and impact of the proposal. Rezoning this lot to anything other than its current designation as RSF-4 would be detrimental for the street and the neighborhood at-large. We strongly oppose this rezoning for the following reasons:

1. We refute the assertion in RZN-2025-0027, this is NOT a major thoroughfare. Gooseberry Lane is an unfinished, (currently) dead end street. It has no sidewalks and no drainage. It is not wide enough for parked cars.
2. There is no traffic light or signal of any kind. As housing and businesses have spread on Mount Comfort, the peak commuter time traffic makes it impossible to turn left from Gooseberry Lane.
3. Anything other than single family housing would be highly disruptive to the neighborhood. In particular we are concerned about light pollution, noise pollution, and increased vehicle traffic.
4. Businesses of any kind would include grotesque features such as parking lots, dumpsters, commercial air-conditioners, and security lights that we find completely unacceptable.
5. Allowing this rezoning would cause a domino effect on the street and increase pressure on other residents to sell or forfeit their property.
6. There is absolutely no reason that any other proposed idea cannot be accommodated in the large development at Mount Comfort Road and Rupple Road.

Furthermore, we are shocked at the callousness of the developer and the city in working quickly to green-light this proposal. The decision seems to have been made seemingly before you even sought input from community members on the hearing date - August 11th.

We also believe that the proposed development is disingenuous, and while the developer currently proposes multiple small homes, the rezoning allows for a gross cadre of possibilities including retail and high density housing, both completely inappropriate for the location.

Gooseberry Lane is beautiful - it is a place we can leisurely ride a bike with our daughter. It is generally quiet, filled with birds, mature trees, and multi-generational residents of Fayetteville. We moved here nine years ago from New York and have invested heavily into updating and adding on to our house. We cannot bear to imagine our window looking out at a grocery store, a parking lot, or a cluster of apartments.

We do not oppose development on principle, but we completely oppose rezoning 3070 Mount Comfort and we ask the council to reconsider this proposal.

Thank you for your consideration.

Sincerely,

Jake Hertzog & Erica Duncan

2278 N Gooseberry Lane

www.jakehertzog.com

www.heyjazzguy.com

https://us01.z.antigena.com/l/VIrOnbZmaggEeZrqv~O--BIMb9MwBXGnHjL9C86m8dnFiGFl1oHCWBc6eEJ21tdwWZJjJPDH9GuawBdUd-UBIyJu7yBCX_xLvi355ruWBadJHfM-KgZ0PCoAbLz9guFaAX0gD5PeIoag8bLgH2SUbk~CUowVt6Gis168ZIy72Tfz4T1~N96Mrz3YFBMSWcIz

This petition is in opposition to the commercial rezoning of 3070 W Mt. Comfort Rd.

Keep this area low density residential.

	NAME	Address	Signature	Phone
1.	Bettie Patrick	2361 Gooseberry Ln	479-383-3390	Bettie Patrick
2.	DAN Worley	2336 Gooseberry	Dan Worley	479 4425575
3.	KARL ZOCH	2246 N GOOSEBERRY		479.422-4397
4.	Rebekah Smith	2299 Gooseberry		479-957-3080
5.	Cynthia Smith	2299 Gooseberry Ln		479-466-1650
6.	Burke Russell	2395 Gooseberry		479-236-6971
7.	Erica Duncan	2278 Goosberry		857-222-6064
8	Charles Shields	3016 MT COMFORT		479-871-759
9	David Elmore	2306 Gooseberry		515-450-336
10	Stephen Mentze	2325 Gooseberry		479 332 8183
11	Anastashia mentze	2325 N. Gooseberry Ln.		530-798-1649
12	Hallie Mhoon	2340 Gooseberry Ln		479-530-8250
13	Colby Mhoon	2340 Gooseberry		479-283-250
14	Jessica Elmore	2306 N Gooseberry Ln		303-709-1203
15	Joyce Thompson	2398 Gooseberry		479871-1219
16	Kennan Doan	2268 N Kenswick Ave		501-425-5663
17	Peram Ramsagah			479. 301. 600 5
18	Patricia McKenna	2352 N. Kenswick	Patricia McKenna	479 301 7448
19	Frank McKenna	"	Frank McKenna	479 301 7448

	NAME	ADDRESS	SIGNATURE	PHONE
20	David McKenna	2359 N. Kenswick Av.		479 316 5880 ~~9365~~
21	Heather McKenna	2359 N. Kenswick Ave	Heather McKenna	479 316 9365
22	Lindsay Staggs	2360 N Kenswick Ave		479-651-4177
23	Jeff Staggs	2360 N Kenswick Ave		479.221.8711
24	Angela Fancher	3162 W. westbury st.	Angela Fancher	479-841-2192
25	Marty Williams	3199 W. Westbury	Marty Williams	479-790-6703
26		2299 Gooseberry		479 601 1760
27	Heather Hunter	2349 N woodlark Ln		479-799-8747
28	Justin Hunter	2349 N Woodlark Lane		479 799 8777
29	Michael Freeman	2327 Gooseberry Ln		479-445-8623
30	Katherine Freeman	2327 Gooseberry Ln		479.263-4978

	NAME	ADDRESS	SIGNATURE	PHONE
31	Michael Austin Lucas	2332 N. Gooseberry Lane Fayetteville, AR 72702	M. Lucas	479-530-1014
32				
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August 10, 2025
Re: 3070 W Mt Comfort Rezoning

Dear Planning Commission,

I'm writing to you as a mother and homeowner on the implications the rezoning of 3070 Mt Comfort will have on our everyday life. I have been a resident of 2278 N Gooseberry Lane for the past 9 years with my husband and three year old daughter.

I don't believe that the planning commission team has fully thought out the consequences of what forcing this space into a commercial corner will do to us and other nearby residents.

In regard to the potential of having a business directly in front of our home, I've personally worked in retail for small businesses in Fayetteville since moving to town. Not only do you have the traffic of customers, but you have to consider the traffic of constant deliveries of goods.

Imagine a grocery store being in front of your home with deliveries of food and product to the store with limited space to park or turn around. Customers stopping by nonstop. A bottleneck of traffic in the narrow entrance of Gooseberry. Dumpsters and constant lighting out of our front door and front windows, which happens to be our three year old's bedroom.

How disruptive to our way of life.

-What will the noise and light pollution be and until what time of day?
-What kind of people will start hanging around the neighborhood? This street is full of families with young children and elderly folks.
-Will we have constant cars parking on our curb and turning around in our driveway? How unsafe for our children and safety of our street.

Mt. Comfort Road has no turn lane and it is nearly impossible to turn left during rush hours. There is no stoplight. As compared to nearby Raven Lane, it is quite narrow, has no drainage system. It is **not a high density connective street** and nor should it be forced into being one. That is not why we, and our neighbors, invested in this home and street for our family.

Gooseberry Lane is a peaceful, dead end street, and that is why we moved from busy New York City, to this nice, quiet street to raise a family here. We've invested quite a lot financially into renovating our home and find it abhorrent that the city would consider such a change to an all residential neighborhood. Please do not take away the sanctity of our street and risk the safety of our daughter. Keep this area low density residential, as it has been and should stay.

I would also like to point out that there is a commercial zone going in very nearby called **Mount Comfort Square** with a grocery store, coffee shops and restaurants. The developers are **PROPERLY** and thoughtfully building an infrastructure to withstand this type of traffic, including a turn lane and loads of parking as well as high walkability standards with stop lights. That is how it is done. Not forced into a corner without the infrastructure to withstand it. We must be logical and reasonable as we expand this town. Rezoning a small corner and being disruptive to residential areas is not the way.

Thank you,
Erica Duncan