

City of Fayetteville, Arkansas

113 West Mountain Street

Fayetteville, AR 72701

(479) 575-8323



City Council Tentative Agenda

Tuesday, November 25, 2025

4:30 PM

City Hall Room 219

City Council Members

Council Member Robert B. Stafford Ward 1

Council Member Dr. D'Andre Jones Ward 1

Council Member Sarah Moore Ward 2

Council Member Mike Wiederkehr Ward 2

Council Member Scott Berna Ward 3

Council Member Sarah Bunch Ward 3

Council Member Teresa Turk Ward 4

Council Member Min. Monique Jones Ward 4

Mayor Molly Rawn

City Attorney Kit Williams

City Clerk Treasurer Kara Paxton

Meeting Information:

1. Webinar ID: 826 9907 3363
[Public Registration Link: https://us06web.zoom.us/webinar/register/WN_TMDNvrRAQtu-qKAInwhVMw](https://us06web.zoom.us/webinar/register/WN_TMDNvrRAQtu-qKAInwhVMw)
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. **Sales Tax & Monthly Financial Report - Chief Financial Officer**
2. **Housing and Community Services Update – Marlee Stark Chief Housing Officer**

A. Consent

- A.1. **Approval of the November 4, 2025 City Council Meeting Minutes.**
- A.2. **Approval of the November 18, 2025 City Council Meeting Minutes.**
- A.3. **Replacement Asphalt Paver for the Transportation Department through J.A. Riggs Tractor Co.:**
A resolution to approve the purchase of an asphalt paver from J.A. Riggs Tractor Co. in the amount of \$582,984.00, pursuant to a Sourcewell Cooperative Purchasing Contract, plus any applicable surcharges, freight charges, and delivery fees. (2025-2280)
- A.4. **Replacement Generator for Fleet Operations through Nixon Power Services:**
A resolution to approve the purchase of a Kohler generator and automatic transfer switch from Nixon Power Services in the amount of \$79,295.00, pursuant to a Sourcewell Cooperative Purchasing Contract, plus any applicable surcharges, freight charges, and delivery fees. (2025-2281)

A.5. Replacement Bobcat UW56 for Parks Operations through Williams Tractor Inc.:

A resolution to approve the purchase of a Bobcat Toolcat from Williams Tractor Inc. in the amount of \$83,269.30, pursuant to a Sourcewell Cooperative Purchasing Contract, plus any applicable surcharges, freight charges, and delivery fees, and to approve a budget adjustment. (2025-2282)

A.6. Replacement Work Trucks for Parks Operations and Water Sewer through Randall Ford Inc.:

A resolution to approve the purchase of two work trucks from Randall Ford Inc. in the amount of \$88,050.00, pursuant to Ordinance 6491, plus any applicable surcharges, freight charges, and delivery fees; and to approve a budget adjustment. (2025-2283)

A.7. A Resolution to Approve Franchise Agreement Ozark Dumpster Service:

A resolution to approve an agreement with Ozark Dumpster Service LLC for the hauling and disposal of solid waste in the City of Fayetteville for a period of 2 years with automatic renewals for two additional 2 year terms. (2025-2292)

A.8. Contract Amendment for Ozark Compost and Swap:

A resolution to approve Amendment No. 2 to the contract with Ozark Compost and Swap, LLC in the amount of \$15,000.00 for residential food waste curbside collection, and to approve a budget adjustment. (2025-2425)

A.9. Approve Hauler Franchise Agreement:

A resolution to approve an agreement with Republic Services for the hauling and disposal of solid waste in the City of Fayetteville for a period of 2 years with automatic renewals for two additional 2 year terms. (2025-2433)

A.10. Sourcewell Contract:

A resolution to approve the purchase of recycling and glass carts, and related products and services, from Rehrig Pacific Company in the amount of \$17,630.24, pursuant to a Sourcewell Cooperative Purchasing Contract. (2025-2428)

A.11. Bid 25-50 Carl Holley Plumbing, Inc. (Construction):

A resolution to award Bid #25-50 and authorize a contract with Carl Holley Plumbing, Inc. for installation of private service lines associated with the relocation of a water main along Ridgeway Drive and Crestwood Drive in the amount of \$560,134.64 and to approve a budget adjustment. (2025-2152)

A.12. City of West Fork (Water Purchase Agreement):

A resolution to approve a 15 year Water Purchase Agreement between the City of Fayetteville and the City of West Fork to allow the City of Fayetteville to furnish wholesale potable water to the City of West Fork and its residents. (2025-2432)

A.13. Bid Waiver for FARO Technologies, Inc.:

A resolution to waive competitive bidding and approve the purchase of 3D laser scanner hardware and software from FARO Technologies, Inc. in the total amount of \$71,092.72. (2025-2366)

B. Unfinished Business**B.1. RZN 2025-0048 N. Marks Mill Lane:**

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

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

C. New Business**C.1. Cato Springs Sewer Project (Easement Condemnations):**

A resolution to authorize the City Attorney to seek condemnation and possession of certain lands owned by individuals needed for the Cato Springs Sewer Extension and Lift Station Project. (2025-2430)

C.2. Downtown Outdoor Refreshment Area Amendment:

An ordinance to amend § 111.07 (D) Outdoor Refreshment Area to adopt a new Downtown Outdoor Refreshment Area Boundary Map. (2025-2112)

C.3. Amend §167.04 and §167.05 of the Unified Development Code:

An ordinance to align the Unified Development Code with the Urban Forestry Management Plan by amending § 167.04, Tree Preservation and Protection and § 167.05, Tree Protection Measures and Construction. (2025-2259)

C.4. VAC 2025-0027 West Megan Drive:

An ordinance to approve VAC-25-27 for property located at 2411 West Megan Drive Ward 2 to vacate 0.02 acres of general utility easement. (2025-2293)

C.5. VAC 2025-0023 South Duncan Avenue:

An ordinance to approve VAC-25-23 for property located at 65 South Duncan Avenue in Ward 2 to vacate 0.11 acres of right-of-way. (2025-2429)

C.6. RZN 2025-0052 East Rock Street:

An ordinance to rezone the property described in Rezoning Petition RZN-2025-52 for approximately 0.20 acres located south of 111 East Rock Street in Ward 1 from R-O, Residential-Office to DG, Downtown General. (2025-2426)

C.7. Short-Term Rental Ordinance:

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

D. Proposed Agenda Additions**E. City Council Agenda Session Presentations****E.1. Energy Report - Environmental Director****F. City Council Tour****G. Announcements****H. Adjournment**



MEETING OF NOVEMBER 25, 2025

TO: Mayor Rawn and City Council
THRU: Terry Gulley, Asst Public Works Director - Ops
FROM: Ross Jackson, Jr., Fleet Operations Superintendent
SUBJECT: **REPLACEMENT ASPHALT PAVER FOR THE TRANSPORTATION DEPARTMENT THROUGH JA RIGGS TRACTOR CO.**

RECOMMENDATION:

A RESOLUTION TO APPROVE THE PURCHASE OF ONE ASPHALT PAVER FROM JA RIGGS TRACTOR CO. OF SPRINGDALE ARKANSAS FOR THE PURCHASE PRICE OF \$582,984 PLUS ANY APPLICABLE SURCHARGES, FREIGHT OR DELIVERY FEES IN ACCORDANCE WITH A SOURCEWELL COOPERATIVE PURCHASING CONTRACT (060122-CAT).

BACKGROUND:

9267 (TRAN_F015) is a 2018 Vogeles Super 1700-3i with 14.4/15 points (prior to accident damage).

DISCUSSION:

The current Vogeles Super 1700-3i paver was not due for replacement till FY26. Due to the recent accident while paving, a substantial amount of damage was done to the curbside screed wing. The entire right-hand side screed wing will have to be replaced at a large cost. Transportation and Fleet Operations are recommending early replacement as opposed to repairs, so we can procure a replacement paver and start training on the new unit before next year's paving season starts. We will be going with a new manufacturer with Transportations input to better accommodate road sizes in Fayetteville. The new machine will be capable of paving smaller roads in a single pass as opposed to the current machine that needs to pave roads in two passes.

BUDGET/STAFF IMPACT:

This is not a planned replacement in the 2025 budget. There are enough funds in the project to cover the purchase. Funds will be replenished in the 2026 budget.

ATTACHMENTS: 3. Staff Review Form, 4. Staff Memo Transportation Paver, 5. AP655 Final Quote



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2025-2280

A RESOLUTION TO APPROVE THE PURCHASE OF AN ASPHALT PAVER FROM J.A. RIGGS TRACTOR CO. IN THE AMOUNT OF \$582,984.00, PURSUANT TO A SOURCEWELL COOPERATIVE PURCHASING CONTRACT, PLUS ANY APPLICABLE SURCHARGES, FREIGHT CHARGES, AND DELIVERY FEES

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes the purchase of an asphalt paver from J.A. Riggs Tractor Co. in the amount of \$582,984.00, pursuant to a Sourcewell cooperative purchasing contract, plus any applicable surcharges, freight charges, and delivery fees.

City of Fayetteville Staff Review Form

2025-2280

Item ID

12/2/2025

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

Ross Jackson

11/10/2025

FLEET OPERATIONS (770)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A RESOLUTION TO APPROVE THE PURCHASE OF ONE ASPHALT PAVER FROM JA RIGGS TRACTOR CO. OF SPRINGDALE ARKANSAS FOR THE PURCHASE PRICE OF \$582,984 PLUS ANY APPLICABLE SURCHARGES, FREIGHT OR DELIVERY FEES IN ACCORDANCE WITH A SOURCEWELL COOPERATIVE PURCHASING CONTRACT (060122-CAT).

Budget Impact:

9700.770.1920-5802.00

SHOP

Account Number

Fund

97001

FLEET REPLACEMENT VEHICLE

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 10,878,231.00

Expenses (Actual+Encum)

\$ 4,124,935.36

Available Budget

\$ 6,753,295.64

Does item have a direct cost? Yes

Item Cost

\$ 582,984.00

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ 6,170,311.64

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:



TO: Ross Jackson, Fleet Superintendent

FROM: Terry Gulley, Public Works Assistant Director

DATE: October 29, 2025

SUBJECT: Purchase of Paver for Transportation

Transportation's current paver is scheduled for replacement in 2026. The new model under consideration represents a substantial advancement in operational efficiency and paving quality. The existing paver's limited width allows it to overlay only one lane at a time, requiring multiple passes to complete each roadway segment. This process not only doubles time and labor costs but also increases the likelihood of uneven leveling between lanes.

The proposed replacement paver offers a paving width of up to 21' 4", enabling single-pass paving on narrow streets and multi-lane coverage on five-lane roads. It is also equipped with a 3% depth inversion capability, allowing precise slope adjustments to improve drainage—particularly beneficial in areas such as alleyways. This functionality, currently performed manually, would reduce error margins and enhance overall pavement quality.

In summary, the new paver would deliver measurable improvements in productivity, accuracy, and cost efficiency, making it a strategic and forward-looking investment for Transportation operations.



Aug 19, 2025

CITY OF FAYETTEVILLE
1525 S HAPPY HOLLOW RD
FAYETTEVILLE, Arkansas 72701-7258

Dear Ross Jackson,

We are pleased to quote the following for your purchase consideration.

One (1) New Caterpillar Model: AP655 Paving and Compaction with all standard equipment in addition to the additional specifications listed below:

STOCK NUMBER: R66217

SERIAL NUMBER: 0R6600217

YEAR: 2025

SMU: 0

SELL PRICE	\$566,188.00
EXT WARRANTY	Included
CSA	Included
SITECH AVERAGING BEAM	\$16,796.00
NET BALANCE DUE	\$582,984.00
AFTER TAX BALANCE	\$582,984.00

WARRANTY

Standard Warranty:	12 Month/Unlimited Hours Full Machine
Extended Warranty:	12 mo / Unlimited hr Premier Standard Warranty - GOV, 24 MO / 2000 HR Premier GOV
CSA	24 MO / 2000 HR FILTER KIT

Thank you for your interest in Riggs CAT and Caterpillar products for your business needs. If there are any questions, please do not hesitate to contact me.

Sincerely,
Draven Doss
Machine Sales Representative Riggs CAT
dossd@jariggs.com
+1 (501) 353-9322

Accepted by _____ on _____

Signature

One (1) New Caterpillar Model: AP655 Paving and Compaction with all standard equipment in addition to the additional specifications listed below:

MACHINE SPECIFICATIONS

AP655 07A MTS ASPHALT PAVER

UMBRELLA, CAT

LIGHT, HAZARD

GUIDE, STEERING

TRACK, MTS, SMOOTH

SENSOR, SLOPE

PANEL, POWER SUPPLY

EXTENSION, 6" AUGER, PAIR

STEERING, FRICTION

LIGHTS, WORKING

PUMP, DIESEL

PLATE, STANDARD WEAR LIFE

SCREED, SE50 V

ADAPTER, VIBE SCREED

CYLINDER KIT, STANDARD

VENTILATION SYSTEM, NO CANOPY

EXTENSION, MAINFRAME, POWER

INDICATOR, TOW POINT

CYLINDER KIT, STANDARD

EXT, POWER FOR MANUAL ENDGATE

KIT, UPTIME

PRODUCT LINK, CELLULAR PLE641

VISORS, DISPLAY

UMBRELLA, SCREED OPERATOR

CONTROL, PENDANT

HEATER, ENGINE COOLANT, 120V

SEAT, VINYL, BASIC

PUSH ROLLER, OSCILLATING

VISORS, DISPLAY, TRACTOR

KIT, ANGLED DEFLECTOR

ENDGATE, ADJUSTABLE CRANK

APRON, STR HYD FOLD, MTS

PAINT, STANDARD, ANSI/ISO

ENGINE, CAT C4.4

SENSOR, GRADE, SONIC

FLASHING, STR HYD FOLD

HOSE, REEL WITH WAND

CONTROL, BASE CAT G&S SYSTEM

SENSOR, FEEDER, SONIC

PLATES, STD WEAR LIFE WEAR EXTENSION,

2' 5.5" SCREED

2 year warranty

Travel 2 year sis/ET subscription



MEETING OF NOVEMBER 25, 2025

TO: Mayor Rawn and City Council
THRU: Terry Gulley, Asst Public Works Director - Ops
FROM: Ross Jackson, Jr., Fleet Operations Superintendent
SUBJECT: **REPLACEMENT GENERATOR FOR FLEET OPERATIONS THROUGH NIXON POWER SERVICES**

RECOMMENDATION:

A RESOLUTION TO APPROVE THE PURCHASE OF ONE KOHLER GENERATOR AND AUTOMATIC TRANSFER SWITCH THROUGH NIXON POWER SERVICES FOR THE PURCHASE PRICE OF \$79,295 PLUS ANY ADDITIONAL TAXES, SURCHARGES, FREIGHT CHARGES OR DELIVERY FEES UP TO 10% OF THE ORIGINAL PURCHASE PRICE IN ACCORDANCE TO A SOURCEWELL COOPERATIVE PURCHASING CONTRACT (#092222-KOH).

BACKGROUND:

Fleet Operations Generator 9099 (FLET_F007) has reached 15 / 15 points and is a FY25 budgeted replacement.

DISCUSSION:

The generator at Fleet has reached 15 out of 15 points in FASTER and is in need of replacement. The unit is fully budgeted and collected on.

This will be upgraded from a 150kw unit to a 200kw generator due to the shop expansion, overhead crane installation and additional power use.

BUDGET/STAFF IMPACT:

This is a budgeted FY25 replacement to be purchased from the Fleet fund.

ATTACHMENTS: 3. Staff Review Form, 4. Final - COF - Nixon 200kW and ATS Proposal



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2025-2281

A RESOLUTION TO APPROVE THE PURCHASE OF A KOHLER GENERATOR AND AUTOMATIC TRANSFER SWITCH FROM NIXON POWER SERVICES IN THE AMOUNT OF \$79,295.00, PURSUANT TO A SOURCEWELL COOPERATIVE PURCHASING CONTRACT, PLUS ANY APPLICABLE SURCHARGES, FREIGHT CHARGES, AND DELIVERY FEES

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes the purchase of a Kohler generator and automatic transfer switch from Nixon Power Services in the amount of \$79,295.00, pursuant to a Sourcewell Cooperative purchasing contract, plus any applicable surcharges, freight charges, and delivery fees.

City of Fayetteville Staff Review Form

2025-2281

Item ID

12/2/2025

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

Ross Jackson

11/10/2025

FLEET OPERATIONS (770)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A RESOLUTION TO APPROVE THE PURCHASE OF A KOHLER GENERATOR AND AUTOMATIC TRANSFER SWITCH THROUGH NIXON POWER WITH A SOURCEWELL CONTRACT (092222-KOH) IN THE AMOUNT OF \$79,295 PLUS ANY APPLICABLE SURCHARGES, FREIGHT OR DELIVERY FEES UP TO 10% OF THE ORIGINAL PURCHASE PRICE.

Budget Impact:

9700.770.1920-5802.00

SHOP

Account Number

Fund

97001.9700.770

FLEET REPLACEMENT VEHICLES

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 10,878,231.00

Expenses (Actual+Encum)

\$ 4,124,935.36

Available Budget

\$ 6,753,295.64

Does item have a direct cost? Yes

Item Cost

\$ 79,295.00

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ 6,674,000.64

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:



Nixon Power Services
7777 Northshore Place
North Little Rock, AR 72118
P: 501-568-3000

From: Taylor Hudson
Industrial Sales
7777 Northshore Place
North Little Rock, AR
Mobile: 501-831-3038
thudson@nixonpower.com
Visit us online @ www.nixonpower.com

Generator

[OBJ]

Rehiko Model: KG200

This gas generator set equipped with a 4UA13 alternator operating at 120/208 volts is rated for 200kW/250 kVA. Output amperage: 694

Standard Features:

- EPA-Certified for Stationary Emergency Applications
- Discovery Energy, LLC and its affiliates dba Rehiko provides one-source responsibility for the generating system and accessories.
- The generator set and its components are prototype-tested, factory-built, and production-tested.
- The 60 Hz generator set offers a cULus listing.
- The generator set accepts rated load in one step.
- The 60 Hz generator set meets NFPA 110, Level 1, when equipped with the necessary accessories and installed per NFPA standards.
- A one-year limited warranty covers all generator set systems and components. Two- and five-year extended limited warranties are also available for purchases in some jurisdictions.
- Natural gas, LP gas, and dual fuel models are available.
- Air Restriction
- Alternator Protection
- Battery Rack and Cables
- Closed Crankcase Ventilation (CCV) Filters
- Gas Fuel System (includes fuel mixer, electronic secondary gas regulator, gas solenoid valve, and flexible fuel line between the engine and the skid-mounted fuel system components)
- Integral Vibration Isolation
- Local Emergency Stop Switch
- Oil Drain Extension
- Operation and Installation Literature
- Open Unit Accessory Kit (Duct Flange, Stone Guard, And Three-Way Exhaust Catalyst)

Alternator Features:

- The unique Fast-Response™ X excitation system delivers excellent voltage response and short-circuit capability using a rare-earth, permanent magnet (PM)-excited alternator.
- The brushless, rotating-field alternator has broad range

Qty	Description	
KG200 Generator System		
1	KG200 Generator Set Includes the following: Literature Languages Approvals and Listings Engine Nameplate Rating Voltage Alternator Cooling System Skid and Mounting Air Intake Controller Enclosure Type Enclosure Material Starting Aids, Installed Electrical Accy.,Installed Rating, LCB 1 Amps, LCB 1 Trip Type, LCB 1 Interrupt Rating LCB 1 Miscellaneous Accy,Installed Warranty Testing, Additional Total unit length in inches Total unit width in inches Total unit height in inches Total unit weight (lbs) Weight/Dimensions Disclaimer * Flexible Fuel Line	English UL2200 Listing/cUL Genset List SnglFuel,UL,PreAlarm,NG,Stdbby Standby 130C Rise 60Hz, 120/208V, Wye, 3Ph, 4W 4UA13 Unit Mounted Radiator, 50C Skid, 53" Standard Duty APM402 Sound Steel 1500W,120V Battery, 1/12V, Wet,Battery Charger, 6A,Run Relay,2 Input/5 OutputModule,Generator Heater 100% Rated 800 Electronic, LSI 35kA at 480V Coolant in Genset Standard Power Factor Test,0.8,3Ph Only 172 54 83 6,327 Estimates-Not for Construction
1	Flexible Fuel Line	

Automatic Transfer Switch

Clarifications

Clarifications

RELATED ITEMS NOT INCLUDED:

Third party testing such as NETA Testing and Infrared Scanning, is not included in this proposal. If required, these services are to be provided by others.

Off--Loading, Permits, Concrete Pad, Installation, Exhaust Installation, Extended Wiring, Fuel, Extended Exhaust, Anchor Bolts, Cooling Piping, and Insulation are NOT included unless specifically listed in the above bill of materials. Current Lead Time: Approx.25 weeks for the generator ARO. Lead times are based on firm order levels and current line capacities. Lead times are subject to change during "High Volume" period.

Distributor Startup & Freight

A FACTORY TRAINED TECHNICIAN shall perform startup inspection and necessary installation checks and testing per the written specifications once the equipment is furnished and installation is completed. The above pricing is based on same day start-up and training (unless otherwise stated in specification). Startup inspection and testing is included, and will be completed during normal business hours Monday thru Friday 8:00 am to 5:00 pm. We can perform start up after hours and weekends at additional cost.

Proposal includes freight via FOB Factory to first destination only. FOB Factory with freight allowed to your jobsite (or office) if accessible by a semi. All deliveries are drop-shipped. Offloading and placement of equipment is excluded. All deliveries are Monday through Friday 8:00 a.m. to 5:00 p.m. Deliveries outside the normal business hours will be invoiced as necessary.

Miscellaneous

Price subject to change if additional drawings or specification information becomes available.

Due to Market Volatility, pricing will be held for 30 Days.

Exceptions

PRICING

Model	Kohler List Price (Each)	Sourcwell Member Discount (% = \$)	Sourcwell Member Total Price FOB Factory
KG200	\$114,812.00	45.4% (\$52,159.21)	\$62,652.79

OPEN MARKET ITEMS	Price (Each)
800A 208V ATS	\$9,196.81
Generator Freight	\$4,200.00
Startup By Certified Kohler Technician	\$1,020.00
Load Bank (2hr, 100%, done at time of startup)	\$483.00
5 Year Warranty (Generator)	\$1,742.40
Subtotal	\$79,295.00
PROJECT TOTAL	\$79,295.00

Price does not include any applicable taxes, tariffs or installation

OFFER ACCEPTANCE

I hereby authorize Nixon Power Services to use this form as a bona fide purchase order of the equipment shown on Offer Number: KG200, which clearly establishes definite price and specifications of material ordered. The person signing is doing so according to the terms and conditions.

Proposed by:

Company Nixon Power Services

Print Name: Taylor Hudson

Title: Outside Sales

Signature: *Taylor Hudson*

Sourcwell Number: 092222-KOH

Date:

Accepted by:

Company:

Print Name:

Title:

Signature:

Date:

PO Number:



MEETING OF NOVEMBER 25, 2025

TO: Mayor Rawn and City Council
THRU: Terry Gulley, Asst Public Works Director - Ops
FROM: Ross Jackson, Jr., Fleet Operations Superintendent
SUBJECT: **REPLACEMENT BOBCAT UW56 FOR PARKS OPERATIONS THROUGH WILLIAMS TRACTOR INC.**

RECOMMENDATION:

A RESOLUTION TO APPROVE THE PURCHASE OF A BOBCAT TOOLCAT UW56 IN THE AMOUNT OF \$83,269.30 FROM WILLIAMS TRACTOR INC. OF SPRINGDALE ARKANSAS THROUGH A SOURCEWELL COOPERATIVE PURCHASING CONTRACT (020223-CEC) PLUS ANY APPLICABLE SURCHARGES, FREIGHT OR DELIVERY FEES UP TO 10% OF THE ORIGINAL PURCHASE PRICE AND THE APPROVAL OF A BUDGET ADJUSTMENT.

BACKGROUND:

9315 (PRKS_F075) is a small sidewalk sweeper that has been moved to the airport.

DISCUSSION:

Unit 9315 was originally purchased for Parks Operations on June 29, 2022. After being placed into service, it was determined that the unit's specifications did not fully align with Parks Operations' daily operational needs. To ensure optimal utilization of City resources, Fleet Operations reassigned the unit to Airport Operations, where it better supports the airport's daily sweeping requirements. The Bobcat UW56 (Toolcat) model has proven to be a more suitable fit for Parks Maintenance activities.

Fleet Operations recommends replacement of 9315 with another Bobcat UW56.

BUDGET/STAFF IMPACT:

Sufficient funds have been collected on 9315 to purchase another Bobcat UW56. A budget adjustment is being presented for your approval from the Fleet Fund.

ATTACHMENTS: 3. Staff Review Form, 4. Budget Adjustment, 5. Sourcewell \$83,270 UW56 Toolcat 9315 - 6064 PRKS_F075



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2025-2282

A RESOLUTION TO APPROVE THE PURCHASE OF A BOBCAT TOOLCAT FROM WILLIAMS TRACTOR INC. IN THE AMOUNT OF \$83,269.30, PURSUANT TO A SOURCEWELL COOPERATIVE PURCHASING CONTRACT, PLUS ANY APPLICABLE SURCHARGES, FREIGHT CHARGES, AND DELIVERY FEES, AND TO APPROVE A BUDGET ADJUSTMENT

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes the purchase of a Bobcat Toolcat from Williams Tractor Inc. in the amount of \$83,269.30, pursuant to a Sourcewell Cooperative purchasing contract, plus any applicable surcharges, freight charges, and delivery fees.

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

2025-2282

Item ID

12/2/2025

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

Ross Jackson

11/10/2025

FLEET OPERATIONS (770)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A RESOLUTION TO APPROVE THE PURCHASE OF A BOBCAT TOOLCAT UW56 IN THE AMOUNT OF \$83,269.30 FROM WILLIAMS TRACTOR INC. OF SPRINGDALE ARKANSAS THROUGH A SOURCEWELL COOPERATIVE PURCHASING CONTRACT (020223-CEC) PLUS ANY APPLICABLE SURCHARGES, FREIGHT OR DELIVERY FEES UP TO 10% OF THE ORIGINAL PURCHASE PRICE AND THE APPROVAL OF A BUDGET ADJUSTMENT.

Budget Impact:

9700.770.1920-5802.00

SHOP

Account Number

Fund

97001

FLEET REPLACEMENT VEHICLES

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 10,878,231.00

Expenses (Actual+Encum)

\$ 6,207,568.00

Available Budget

\$ 4,670,663.00

Does item have a direct cost? Yes

Item Cost

\$ 83,270.00

Is a Budget Adjustment attached? Yes

Budget Adjustment

\$ 83,350.00

Remaining Budget

\$ 4,670,743.00

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:

Budget Year	Division	FLEET OPERATIONS (770)	Adjustment Number
2025	/Org2		
	Requestor:	Ross Jackson	

A RESOLUTION TO APPROVE THE PURCHASE OF A BOBCAT TOOLCAT UW56 IN THE AMOUNT OF \$83,269.30 FROM WILLIAMS TRACTOR INC. OF SPRINGDALE ARKANSAS THROUGH A SOURCEWELL COOPERATIVE PURCHASING CONTRACT (020223-CEC) PLUS ANY APPLICABLE SURCHARGES, FREIGHT OR DELIVERY FEES UP TO 10% OF THE ORIGINAL PURCHASE PRICE AND THE APPROVAL OF A BUDGET ADJUSTMENT.

	COUNCIL DATE:	12/2/2025
	ITEM ID#:	2025-2282
	Holly Black	
	11/12/2025 7:37 AM	
	Budget Division	Date
	D - (City Council)	
TYPE:		
JOURNAL #:		
GLDATE:		
CHKD/POSTED:	/	
RESOLUTION/ORDINANCE		

[illegible]



Quotation Number: **TB1466578**
 Quote Sent Date: **Oct 20, 2025**
 Expiration Date: **Nov 19, 2025**
 Prepared By: **Tim Bailey**
 Phone:
 Email: tbailey@williamstractor.com

Customer
CITY OF FAYETTEVILLE G9674
 FLEET OPERATIONS
 FAYETTEVILLE, AR, 72701

Contact

Dealer
WT Equipment, Fayetteville, AR
 4190 SOUTH 48TH STREET
 SPRINGDALE, AR, 72762

Item Name	Item Number	Quantity	Price Each	Total
Bobcat UW56	M1225	1	64,464.00	64,464.00
Standard Equipment: Adjustable Vinyl Seats All-Wheel Steer Automatically Activated Glow Plugs Auxiliary Hydraulics Variable Flow with dual direction detent Beverage Holders Bob-Tach Boom Float Cargo Box Support Cruise Control Speed Management Enclosed Cab with HVAC Dual Port USB charger Lower Engine Guard Limited Slip Transaxle Engine and Hydraulic Monitor with Shutdown Front LED Work Lights Full-time Four-Wheel Drive		Horsepower Management Roll Over Protective Structure (ROPS) . Meets Requirements of SAE-J1040 & ISO 3471 Falling Object Protective Structure (FOPS) . Meets Requirements of SAE-J1043 & ISO3449, Level I Dome Light Hydraulic Dump Box Instrumentation: Standard 5" Display with Keyless Start, Engine Temperature and Fuel Gauges, Hour meter, RPM and Warning Indicators. Includes maintenance interval notification, fault display, job codes, quick start, and security lockouts. Joystick, Manually Controlled with Lift Arm Float Lift Arm Support Parking Brake, automatic Power Steering with Tilt Steering Wheel Radiator Screen Rear Receiver Hitch Seat Belts, Shoulder Harness Spark Arrestor Muffler Suspension, 4-wheel independent Tires: 27 x 10.5-15 (8 ply), Lug Tread Toolcat Interlock Control System (TICS) Two-Speed Transmission Machine Warranty: 12 Months, unlimited hours Bobcat Engine Warranty: Additional 12 Months or total of 2000 hours after initial 12 month warranty		
Traction Control	M1225-R16-C02	1	556.80	556.80
Attachment Control	M1225-R08-C02	1	224.80	224.80
Power Bob-Tach	M1225-R14-C03	1	1,012.00	1,012.00
Deluxe Road Package	M1225-P01-C01	1	2,600.00	2,600.00
<i>Included:</i> Deluxe Road Package includes: Backup Alarm, Turn Signals, Flashers, Tail Lights, Brake Lights, Rear view mirror, Side Mirrors, Horn, Rear work lights, and headlights				
High Flow Package	M1225-R03-C02	1	1,736.00	1,736.00
Radio Option	M1225-R15-C02	1	474.40	474.40

Rear View Camera	M1225-R20-C01	1	315.20	315.20
62" Combination Bucket	7167310	1	3,274.08	3,274.08
84" Snow Blade	6716836	1	3,013.40	3,013.40
Total for Bobcat UW56				77,670.68
Quote Subtotal				77,670.68
Dealer PDI				250.00
Tariff Surcharge				3,556.87
Freight Charges				1,400.00
Destination Charges				353.00
Dealer Assembly Charges				38.75
Sales Total before Taxes				83,269.30
Taxes				0.00
Quote Total - USD				83,269.30

Notes: Sourcewell Contract #020223-CEC

Customer Acceptance:	
Quotation Number: TB1466578	Purchase Order: _____
Authorized Signature:	
Print: _____ Sign: _____	
Date:_____ Email:_____ Tax Exempt: Y ☐ / N ☐	



MEETING OF NOVEMBER 25, 2025

TO: Mayor Rawn and City Council
THRU: Terry Gulley, Asst Public Works Director - Ops
FROM: Ross Jackson, Jr., Fleet Operations Superintendent
SUBJECT: **REPLACEMENT WORKTRUCKS FOR PARKS OPERATIONS AND WATER SEWER THROUGH RANDALL FORD INC.**

RECOMMENDATION:

A RESOLUTION TO APPROVE THE PURCHASE OF TWO WORK TRUCKS FROM RANDALL FORD INC. OF FORT SMITH FOR THE PURCHASE PRICE OF \$88,050 ALONG WITH ANY ADDITIONAL SURCHARGES, FREIGHT CHARGES OR DELIVERY FEES IN ACCORDANCE WITH ORDINANCE 6491 AND TO APPROVE A BUDGET ADJUSTMENT.

BACKGROUND:

2214 (PRKS_F035) is a 2018 Ram 2500 with 13.8 / 15 points.
2207 (WSEW_F014) is a 2017 Toyota Tacoma with 15 / 15 points.

DISCUSSION:

Asset 2214 is requiring very costly repairs to the supplemental restraint (SRS) system. In addition, this truck has unreported body damage and will require a good deal of bodywork on numerous panels, rear bumper, front hood and tailgate of the truck.

Asset 2207 was involved in an at-fault accident and is pending insurance "total loss." Fleet Operations recommends replacement of 2207. The cost to repair 2207 would exceed the surplus value of the unit if it were undamaged. New replacement asset will include the Ford 67J package for \$600 more to reduce accidents, unplanned early replacements, downtime and increase safety.

BUDGET/STAFF IMPACT:

A budget adjustment is attached for your approval for asset 2214, which was originally a budgeted FY27 replacement. Asset 2207 is a FY23 replacement that has sufficient money within the vehicle replacement project.

ATTACHMENTS: 3. Staff Review Form, 4. Budget Adjustment, 5. RFQ - 2214 (PRKS_F035), 6. Winner - Randall Ford \$50,291.00, 7. Superior \$51,945.36, 8. Lewis Ford - \$53,271.00, 9. RFQ Ford Ranger 2207 (WSEW_F014), 10. Winner - Randall Ford \$37,759.00, 11. Superior \$38,654.84, 12. Vehicle Purchase Ordinance



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2025-2283

A RESOLUTION TO APPROVE THE PURCHASE OF TWO WORK TRUCKS FROM RANDALL FORD INC. IN THE AMOUNT OF \$88,050.00, PURSUANT TO ORDINANCE 6491, PLUS ANY APPLICABLE SURCHARGES, FREIGHT CHARGES, AND DELIVERY FEES; AND TO APPROVE A BUDGET ADJUSTMENT

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes the purchase of two work trucks from Randall Ford Inc. in the amount of \$88,050.00, pursuant to Ordinance 6491, plus any applicable surcharges, freight charges, and delivery fees.

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

2025-2283

Item ID

12/2/2025

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

Ross Jackson

11/10/2025

FLEET OPERATIONS (770)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A RESOLUTION TO APPROVE THE PURCHASE OF TWO WORK TRUCKS FROM RANDALL FORD INC. OF FORT SMITH FOR THE PURCHASE PRICE OF \$88,050 ALONG WITH ANY ADDITIONAL SURCHARGES, FREIGHT CHARGES OR DELIVERY FEES IN ACCORDANCE WITH ORDINANCE 6491 AND TO APPROVE A BUDGET ADJUSTMENT.

Budget Impact:

9700.770.1920-5802.00

SHOP

Account Number

Fund

97001

FLEET REPLACEMENT VEHICLES

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 10,878,231.00

Expenses (Actual+Encum)

\$ 6,207,568.00

Available Budget

\$ 4,670,663.00

Does item have a direct cost? Yes

Item Cost

\$ 88,050.00

Is a Budget Adjustment attached? Yes

Budget Adjustment

\$ 52,000.00

Remaining Budget

\$ 4,634,613.00

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:

Budget Year	Division	FLEET OPERATIONS (770)	Adjustment Number
2025	/Org2		
	Requestor:	Ross Jackson	

A RESOLUTION TO APPROVE THE PURCHASE OF TWO WORK TRUCKS (PRKS_F035, WSEW_F014) FROM RANDALL FORD INC. OF FORT SMITH FOR THE PURCHASE PRICE OF \$88,050 ALONG WITH ANY ADDITIONAL SURCHARGES, FREIGHT CHARGES OR DELIVERY FEES IN ACCORDANCE WITH ORDINANCE 6491 AND TO APPROVE A BUDGET ADJUSTMENT.

	COUNCIL DATE:	12/2/2025
	ITEM ID#:	2025-2283
	Holly Black	
	11/13/2025 8:08 AM	
	Budget Division	Date
	TYPE:	D - (City Council)
	JOURNAL #:	
	GLDATE:	
	CHKD/POSTED:	/
RESOLUTION/ORDINANCE		

[illegible]



Jackson, Ross

To Jackson, Ross

Bcc Jackson, Ross; Voden, Chelsey; Jeff Lee; Patrick Harrington; CJ Mitchell

Reply

Reply All

Forward

...

Mon 10/20/2025 10:19 AM

Good morning,

The City of Fayetteville Fleet Operations Division is looking to get quotes on the below vehicle. Please Provide a quote by Wednesday 10/24/25 by 10:30am. If the quotes are not received by this date and time, they will be considered "**NON-RESPONSIVE**." Please include ETA of when you believe it would be deliverable or indicate whether it is currently in stock on the lot. These vehicles would ideally need to be deliverable ASAP, please include if that is possible in your email with quotes. **All Quotes shall have OEM FIN/FAN/RAM numbers applied with a fleet incentive pricing discount break down on each quote.**

1. ¾ ton work truck
2. Gas engine, smallest V8 available
3. White in color
4. Vinyl floors
5. Crew cab
6. Full size Spare tire
7. Rear wheel drive (**NOT 4-WHEEL DRIVE**)
8. Front 40/20/40 split bench seat with drop down center arm rest with cupholders
9. OEM Trailer brake controller with class 5 hitch and trailer wiring harness and 7-pin connector
10. Running boards
11. Backup camera OEM
12. Ideally 6.75' bed (box), shall not be long bed
13. Drop in bed liner
14. GVWR 10,000 lb.
15. 4-wheel disc brakes
16. Powered windows, mirrors and door locks

******Please distinguish the following pricing for items 17-20 together in a separate line item and included in the total******

17. (2) front grill mounted Whelen Vertex amber white strobes (VTX9F) with surface mounted flanges (VTXFB)
18. (2) rear tailgate mounted Whelen Vertex amber white strobes (VTX9F) with surface mounted flanges (VTXFB)
19. Rugged and durable seat covers on the front seats (Carhartt or equivalent)
20. Weathertec fitted floor mats

Thank you,

Ross Jackson Jr., CAFM

Fleet Operations Superintendent

City of Fayetteville, Arkansas 72701

T 479-444-3494

F 479-444-3425

C 479-879-6221



Prepared for: Mr. Ross Jackson, Superintendent, City of Fayetteville
113 West Mountain St
Fayetteville, AR 72701
Office: 479-444-3494 | Mobile: 479-879-6221
Email: rjackson@fayetteville-ar.gov
Ordering FIN Code: qc689

2026 F-250 4x2 SD Crew Cab 6.75' box 160" WB SRW XL (W2A)

Price Level: 630



Client Proposal

Prepared by:
PATRICK HARRINGTON
Office: 479-452-1311
Email: patrick@randallford.com
Quote ID: 9999
Date: 10/24/2025



Prepared for: Mr. Ross Jackson

Superintendent, City of Fayetteville

Prepared by: PATRICK HARRINGTON

10/24/2025



Randall Ford Inc | 5500 Rogers Ave Fort Smith Arkansas | 729033748

2026 F-250 4x2 SD Crew Cab 6.75' box 160" WB SRW XL (W2A)

Price Level: 630 | Quote ID: 9999

Mr. Ross Jackson, Superintendent, City of Fayetteville

113 West Mountain St

Fayetteville, AR 72701

Office: 479-444-3494 | Mobile: 479-879-6221

Email: rjackson@fayetteville-ar.gov

Ordering FIN Code: qc689

Re: Quote ID 9999 10/24/2025

Dear Mr. Jackson,

Thank you very much for your interest in acquiring a vehicle from our dealership. We concur that your interest is well deserved. We hope that an outstanding product lineup and our dedication to customer service will enhance your ownership experience should you decide to buy a vehicle from us.

Attached, please find additional information that I hope will assist you in making a more informed decision. Please feel free to contact me at any time as I would truly appreciate the opportunity to be of service to you.

Sincerely,

PATRICK HARRINGTON

Fleet & Commercial Account Manager

479-452-1311

patrick@randallford.com

Prepared for: Mr. Ross Jackson

Superintendent, City of Fayetteville

Prepared by: PATRICK HARRINGTON

10/24/2025



Randall Ford Inc | 5500 Rogers Ave Fort Smith Arkansas | 729033748

2026 F-250 4x2 SD Crew Cab 6.75' box 160" WB SRW XL (W2A)

Price Level: 630 | Quote ID: 9999

Selected Equip & Specs

Dimensions

- Conventional Capacity: 14,500 lbs.
- Fifth-wheel towing capacity: 14,300 lbs.
- Front brake diameter: 14.3"
- Cargo box length: 81.9"
- Cargo box volume: 65.4 cu.ft.
- Cargo box max width: 66.9"
- Cargo box length feet: 6.8
- Vehicle body width: 80.0"
- Wheelbase: 160.0"
- Front track: 68.3"
- Cab to axle: 39.9"
- Frame yield strength (psi): 50000.0
- Front bumper to back of cab: 151.8"
- Max interior rear cargo volume: 52.1 cu.ft.
- Headroom first-row: 40.8"
- Leg room first-row: 43.9"
- Shoulder room first-row: 66.7"
- Hip room first-row: 62.5"
- GCWR: 21,000 lbs.
- Gooseneck towing capacity: 14,400 lbs.
- Rear brake diameter: 14.3"
- Cargo box min width: 50.5"
- Pickup box depth: 21.1"
- Cargo box tailgate width: 60.5"
- Vehicle body length: 250.0"
- Vehicle body height: 78.3"
- Vehicle turning radius: 27.3'
- Rear track: 67.2"
- Frame section modulus: 10.7 cu.in.
- Front bumper to front axle: 38.2"
- Interior rear cargo volume with seats folded: 52.1 cu.ft.
- Total passenger volume: 131.8 cu.ft.
- Headroom second-row: 40.4"
- Leg room second-row: 43.6"
- Shoulder room second-row: 65.9"
- Hip room second-row: 64.7"

Powertrain

- Spark ignition system
- Engine cylinders: V-8
- Horsepower: 405 HP@5000 RPM
- Radiator
- Rear-wheel drive
- All-speed ABS and driveline traction control
- 6.8L V-8 variable valve control, engine with 405HP
- Injection Type: sequential MPI
- Torque: 445 lb.-ft.@4000 RPM
- TorqShift 10-speed automatic
- Recommended fuel: regular unleaded

Fuel Economy and Emissions

- Gasoline secondary fuel type
- E85 additional fuel types
- Federal emissions

Suspension and Handling

- Firm ride suspension
- Heavy-duty rear shock absorbers
- Heavy-duty front shock absorbers

Driveability

- 4-wheel disc brakes
- 4-wheel antilock (ABS) brakes
- Brake assist system
- Front and rear ventilated disc brakes
- Four channel ABS brakes
- Hill Start Assist

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Mr. Ross Jackson

Superintendent, City of Fayetteville

Prepared by: PATRICK HARRINGTON

10/24/2025



Randall Ford Inc | 5500 Rogers Ave Fort Smith Arkansas | 729033748

2026 F-250 4x2 SD Crew Cab 6.75' box 160" WB SRW XL (W2A)

Price Level: 630 | Quote ID: 9999

Selected Equip & Specs (cont'd)

- Twin I-Beam independent front suspension
- Front coil springs
- Leaf spring rear suspension
- Re-circulating ball steering
- Front anti-roll bar
- Rigid axle rear suspension
- Hydraulic power-assist steering system
- 2-wheel steering system

Body Exterior

- Trailer wiring harness
- 4 doors
- Pickup bed-rail protectors
- Black side window trim
- Black windshield trim
- 2 front tow hooks
- Rear bumper step
- Black grille
- Manual extendable trailer mirrors
- Black door mirrors
- Conventional right rear passenger door
- LT245/75RS17 AS BSW front and rear tires
- Dynamic Hitch Assist vehicle to trailer hitching assist
- Standard style pickup box
- Monotone paint
- Black door handles
- Black front bumper
- Black rear bumper
- Black front bumper rub strip
- Convex spotter in driver and passenger side door mirrors
- Turn signal indicator in door mirrors
- Conventional left rear passenger door
- Tailgate
- 17 x 7.5-inch front and rear argent steel wheels

Convenience

- Power door locks with 2 stage unlocking
- All-in-one remote fob and ignition key
- Power tailgate/rear door lock
- Day/Night rearview mirror
- Integrated side steps
- Front beverage holders
- 8 beverage holders
- Instrument panel covered bin
- Retained accessory power
- Over the air updates
- Keyfob activated door locks
- Auto-locking doors
- Cruise control with steering wheel mounted controls
- Power first-row windows
- Fixed rear windshield
- Locking glove box
- Rear beverage holders
- Dashboard storage
- Trip computer
- PRND in IP

Comfort

- Manual climate control
- Rear under seat climate control ducts
- Full headliner coverage
- Full floor coverage
- Carpet rear seatback upholstery
- Manual tilting steering wheel
- Cabin air filter
- Cloth headliner material
- Full vinyl floor covering
- Vinyl rear seat upholstery
- Urethane steering wheel
- Manual telescopic steering wheel

Seats and Trim

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Prepared for: Mr. Ross Jackson

Superintendent, City of Fayetteville

Prepared by: PATRICK HARRINGTON

10/24/2025



Randall Ford Inc | 5500 Rogers Ave Fort Smith Arkansas | 729033748

2026 F-250 4x2 SD Crew Cab 6.75' box 160" WB SRW XL (W2A)

Price Level: 630 | Quote ID: 9999

Selected Equip & Specs (cont'd)

- Seating capacity: 6
- Driver seat with 4-way directional controls
- Height adjustable front seat head restraints
- Split-bench front seat
- Front seat armrest storage
- Manual driver seat fore/aft control
- Manual passenger seat fore/aft control
- Height adjustable rear seat head restraints
- Manual driver seat lumbar
- 40-20-40 split-bench front seat
- Front passenger seat with 4-way directional controls
- Manual front seat head restraint control
- Front seat center armrest
- Manual reclining driver seat
- Manual reclining passenger seat
- Fixed rear seats
- Split-bench rear seat
- Vinyl front seat upholstery

Entertainment Features

- 2 total number of 1st row displays
- Primary touchscreen display
- AM/FM
- AM radio
- Seek scan
- Standard grade speakers
- Steering wheel mounted audio controls
- Speed sensitive volume
- 8 inch primary display
- AM/FM stereo radio
- In-vehicle audio
- FM radio
- SYNC 4 external memory control
- Speakers number: 6
- SYNC 4 voice activated audio controls
- Fixed audio antenna

Lighting, Visibility and Instrumentation

- Digital/analog instrumentation display
- Trip odometer
- Compass
- Driver information center
- Oil pressure gauge
- Transmission fluid temperature gauge
- Gauge cluster display size (inches): 4.20
- Reflector headlights
- Auto on/off headlight control
- Delay-off headlights
- Variable intermittent front windshield wipers
- Front reading lights
- Variable instrument panel light
- High mounted center stop light
- Fade interior courtesy lights
- Configurable instrumentation gauges
- Digital clock
- Exterior temperature display
- Tachometer
- Engine/electric motor temperature gauge
- Engine hour meter
- Light tinted windows
- Halogen headlights
- Multiple enclosed headlights
- DRL preference setting
- Illuminated entry
- Rear reading lights
- Daytime running lights
- Remote activated perimeter approach lighting
- Pickup box cargo light

Technology and Telematics

- SYNC 4 911 Assist emergency SOS system via mobile device
- Smart device wireless mirroring
- SYNC 4 handsfree wireless device connectivity
- Ford App mobile app access

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Prepared for: Mr. Ross Jackson

Superintendent, City of Fayetteville

Prepared by: PATRICK HARRINGTON

10/24/2025



Randall Ford Inc | 5500 Rogers Ave Fort Smith Arkansas | 729033748

2026 F-250 4x2 SD Crew Cab 6.75' box 160" WB SRW XL (W2A)

Price Level: 630 | Quote ID: 9999

Selected Equip & Specs (cont'd)

- 5G Modem - Ford Connectivity Package mobile hotspot internet access
- 2 USB ports

Safety and Security

- Driver front impact airbag
- Safety Canopy System curtain first and second-row overhead airbags
- Seat mounted side impact front passenger airbag
- Rear seat center 3-point seatbelt
- SecuriLock immobilizer
- Remote panic alarm
- AdvanceTrac w/Roll Stability Control electronic stability control system with anti-rollover
- Seat mounted side impact driver airbag
- Passenger front impact airbag
- 6 airbags
- Front height adjustable seatbelts
- Ford Security Package (1-year included with activation) security system
- Rear mounted camera
- Manual rear child safety door locks

Dimensions

General Weights

Curb weight	6,041 lbs.	Rear curb weight	2,592 lbs.
GVWR	10,000 lbs.	Payload	3,922 lbs.

Trailing Weights

Fifth-wheel towing capacity	14,300 lbs.	Gooseneck towing capacity	14,400 lbs.
Conventional capacity	14,500 lbs.	GCWR	21,000 lbs.

Front Weights

Front curb weight	3,449 lbs.	GAWR front	3,950 lbs.
Axle capacity front	5,300 lbs.	Spring rating front	3,950 lbs.
Tire/wheel capacity front	6,390 lbs.		

Rear Weights

GAWR rear	6,340 lbs.	Axle capacity rear	7,280 lbs.
Spring rating rear	6,340 lbs.	Tire/wheel capacity rear	6,390 lbs.

Off Road

Min ground clearance	8.7"	Loading floor height	35.7 "
Approach angle	17.3	Departure angle	19.3

Exterior Measurements

Vehicle body length	250.0"	Vehicle body width	80.0"
Vehicle body height	78.3"	Wheelbase	160.0"
Front brake diameter	14.3"	Cargo box length	81.9"
Rear brake diameter	14.3"	Cargo box min width	50.5"
Cargo box volume	65.4 cu.ft.	Pickup box depth	21.1"
Cargo box max width	66.9"	Cargo box tailgate width	60.5"

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Prepared for: Mr. Ross Jackson

Superintendent, City of Fayetteville

Prepared by: PATRICK HARRINGTON

10/24/2025



Randall Ford Inc | 5500 Rogers Ave Fort Smith Arkansas | 729033748

2026 F-250 4x2 SD Crew Cab 6.75' box 160" WB SRW XL (W2A)

Price Level: 630 | Quote ID: 9999

Selected Equip & Specs (cont'd)

Cargo box length feet	6.8	Front track	68.3"
Rear track	67.2"	Vehicle turning radius	27.3'
Cab to axle	39.9"	Frame section modulus	10.7 cu.in.
Frame yield strength (psi)	50000.0	Front bumper to front axle	38.2"
Front bumper to back of cab	151.8"		

Interior Measurements

Max interior rear cargo volume	52.1 cu.ft.	Interior rear cargo volume with seats folded	52.1 cu.ft.
--------------------------------	-------------	--	-------------

Interior Volume

Total passenger volume	131.8 cu.ft.
------------------------	--------------

Headroom

Headroom first-row	40.8"	Headroom second-row	40.4"
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Legroom

Leg room first-row	43.9"	Leg room second-row	43.6"
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Shoulder Room

Shoulder room first-row	66.7"	Shoulder room second-row	65.9"
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Hip Room

Hip room first-row	62.5"	Hip room second-row	64.7"
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Powertrain**Engine**

Engine	6.8L V-8 variable valve control, engine with 405HP	Valves per cylinder	2
Engine cylinders	V-8	Injection type	sequential MPI
Engine location	Front mounted engine	Ignition	Spark ignition system
Engine mounting direction	Longitudinal mounted engine	Engine block material	Iron engine block
Cylinder head material	Aluminum cylinder head		

Engine Specs

Displacement	6.8L	cc	415 cu.in.
Bore	4.22"	Stroke	3.68"
Compression ratio	10.8	SAEJ1349	AUG2004 compliant

Engine Power

Horsepower	405 HP@5000 RPM	Torque	445 lb.-ft.@4000 RPM
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Alternator

Alternator amps	160A	Alternator type	Regular duty alternator
-----------------	------	-----------------	-------------------------

Battery

Battery amps	68Ah	Battery type	HD lead acid battery
--------------	------	--------------	----------------------

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Prepared for: Mr. Ross Jackson

Superintendent, City of Fayetteville

Prepared by: PATRICK HARRINGTON

10/24/2025



Randall Ford Inc | 5500 Rogers Ave Fort Smith Arkansas | 729033748

2026 F-250 4x2 SD Crew Cab 6.75' box 160" WB SRW XL (W2A)

Price Level: 630 | Quote ID: 9999

Selected Equip & Specs (cont'd)

Battery rating 750CCA

Battery run down protection Battery run down protection

Engine Extras

Radiator Radiator

Transmission

Transmission TorqShift 10-speed automatic

Transmission electronic control Transmission electronic control

Overdrive transmission Overdrive transmission

Lock-up transmission Lock-up transmission

First gear ratio 4.696

Second gear ratio 2.985

Third gear ratio 2.146

Fourth gear ratio 1.769

Fifth gear ratio 1.52

Sixth gear ratio 1.275

Reverse gear ratio 4.866

Seventh gear ratio 1

Eighth gear ratio 0.854

Ninth gear ratio 0.689

Tenth gear ratio 0.636

Stall ratio 1.97

Selectable mode transmission Selectable mode transmission

Sequential shift control SelectShift Sequential shift control

Transmission oil cooler Transmission oil cooler

Drive Type

Drive type Rear-wheel drive

Drivetrain

Axle ratio 3.73

Exhaust

Tailpipe Stainless steel single exhaust

Fuel

Fuel type regular unleaded

Fuel Tank

Fuel tank capacity 34.00 gal.

Drive Feature

Traction control All-speed ABS and driveline traction control

Fuel Economy and Emissions

Fuel Economy

Secondary fuel type Gasoline secondary fuel type

Emissions

Emissions Federal emissions

Fuel Economy (Alternate 1)

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Mr. Ross Jackson

Superintendent, City of Fayetteville

Prepared by: PATRICK HARRINGTON

10/24/2025



Randall Ford Inc | 5500 Rogers Ave Fort Smith Arkansas | 729033748

2026 F-250 4x2 SD Crew Cab 6.75' box 160" WB SRW XL (W2A)

Price Level: 630 | Quote ID: 9999

Selected Equip & Specs (cont'd)

Additional fuel types E85 additional fuel types

Suspension and Handling

Suspension

Suspension Firm ride suspension

Front shock absorbers Heavy-duty front shock absorbers

Rear shock absorbers Heavy-duty rear shock absorbers

Driveability

Brakes

Brake type 4-wheel disc brakes

Ventilated brakes Front and rear ventilated disc brakes

ABS brakes Four channel ABS brakes

ABS brakes 4-wheel antilock (ABS) brakes

Brake Assistance

Hill start assist Hill Start Assist

Brake assist system Brake assist system

Front Suspension

Front anti-roll Front anti-roll bar

Suspension ride type front Twin I-Beam independent front suspension

Front Spring

Regular front springs Regular front springs

Springs front Front coil springs

Rear Spring

Springs rear Rear leaf springs

Rear springs Heavy-duty rear springs

Rear Suspension

Suspension type rear Leaf spring rear suspension

Suspension ride type rear Rigid axle rear suspension

Steering

Steering Hydraulic power-assist steering system

Steering type Re-circulating ball steering

Steering type number of wheels 2-wheel steering system

Exterior

Front Wheels

Front wheels diameter 17"

Front wheels width 7.5"

Rear Wheels

Rear wheels diameter 17"

Rear wheels width 7.5"

Front And Rear Wheels

Appearance argent

Material steel

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Prepared for: Mr. Ross Jackson

Superintendent, City of Fayetteville

Prepared by: PATRICK HARRINGTON

10/24/2025



Randall Ford Inc | 5500 Rogers Ave Fort Smith Arkansas | 729033748

2026 F-250 4x2 SD Crew Cab 6.75' box 160" WB SRW XL (W2A)

Price Level: 630 | Quote ID: 9999

Selected Equip & Specs (cont'd)**Front Tires**

Aspect	75	Diameter	17"
Sidewalls	BSW	Speed	S
Tread	AS	Type	LT
Width	245mm	Front wheel - RPM	649

Rear Tires

Aspect	75	Diameter	17"
Sidewalls	BSW	Speed	S
Tread	AS	Type	LT
Width	245mm	Rear wheel - RPM	649

Body Exterior**Trailer**

Towing class	Class V tow rating	Towing hitch	Trailer hitch
Towing wiring harness	Trailer wiring harness	* Towing brake controller	Trailer brake controller
Towing trailer sway	Trailer sway control		

Exterior Features

Box style	Standard style pickup box	Number of doors	4 doors
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Body

Body panels .. Aluminum body panels with side impact beams

Mirrors

Convex spotter	Convex spotter in driver and passenger side door mirrors	Turn signal in door mirrors	Turn signal indicator in door mirrors
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Spare Tire

Spare tire	Full-size spare tire with steel wheel	Spare tire location	Crank-down spare tire
------------------	---------------------------------------	---------------------------	-----------------------

Tires

Front tires LT load rating	E	Rear tires LT load rating	E
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WheelsWheel covers Wheel hub covers |**Convenience****Door Locks**

Door locks ..	Power door locks with 2 stage unlocking	Keyfob door locks	Keyfob activated door locks
All-in-one key ..	All-in-one remote fob and ignition key	Auto door locks	Auto-locking doors
Tailgate control	Power tailgate/rear door lock		

Cruise Control

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2026 F-250 4x2 SD Crew Cab 6.75' box 160" WB SRW XL (W2A)

Price Level: 630 | Quote ID: 9999

Selected Equip & Specs (cont'd)

Cruise control Cruise control with steering wheel mounted controls

Rear View Mirror

Day/Night rearview mirror .. Day/Night rearview mirror

Exterior Mirrors

Door mirrors Power door mirrors
Heated door mirrors Heated driver and passenger side door mirrors
Folding door mirrors Manual folding door mirrors

Front Side Windows

First-row windows Power first-row windows

Overhead Console

Overhead console Full overhead console
Overhead console storage Overhead console storage

Passenger Visor

Visor passenger mirror Passenger visor mirror

Power Outlets

12V power outlets 2 12V power outlets

Pickup Box

Boxside steps Integrated side steps

Rear Windshield

Rear windshield Fixed rear windshield

Storage

Number of beverage holders 8 beverage holders
Beverage holders rear Rear beverage holders
Instrument panel storage ... Instrument panel covered bin
Beverage holders Front beverage holders
Glove box Locking glove box
Dashboard storage Dashboard storage

Windows Feature

One-touch up window Driver and passenger one-touch up windows
One-touch down window .. Driver and passenger one-touch down windows

Windows Rear Side

Second-row windows Power second-row windows

Miscellaneous

Trip computer Trip computer
Accessory power Retained accessory power
PRND in IP PRND in IP
Over the air updates Over the air updates

Comfort

Climate Control

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Selected Equip & Specs (cont'd)

Climate control Manual climate control
Rear under seat ductsRear under seat climate control
ducts

Cabin air filter Cabin air filter

Headliner

Headliner material Cloth headliner material

Headliner coverage Full headliner coverage

Floor Trim

Floor covering Full vinyl floor covering

Floor coverage Full floor coverage

Second-Row Seat Trim

Rear seat upholstery Vinyl rear seat upholstery

Rear seatback upholstery Carpet rear seatback
upholstery

Steering Wheel

Steering wheel material Urethane steering wheel

Steering wheel telescopic Manual telescopic steering
wheel

Steering wheel tilt Manual tilting steering wheel

Seats and Trim

Seat Capacity

Seating capacity 6

Front Seats

Front seat type Split-bench front seat

Driver seat direction Driver seat with 4-way directional
controls

Driver seat fore/aft control Manual driver seat fore/aft
control

Passenger seat directionFront passenger seat with 4-
way directional controls

Split front seats 40-20-40 split-bench front seat

Reclining passenger seat Manual reclining passenger
seat

Passenger seat fore/aft control Manual passenger
seat fore/aft control

Front head restraints Height adjustable front seat
head restraints

Front head restraint control Manual front seat head
restraint control

Armrests front center Front seat center armrest

Armrests front storage Front seat armrest storage

Reclining driver seat Manual reclining driver seat

Rear Seats

Bench seats Split-bench rear seat

Rear seats fixed or removable Fixed rear seats

Folding second-row seats 60-40 folding rear seats

Rear seat direction Front facing rear seat

Rear seat folding position Fold-up rear seat cushion

Rear head restraints Height adjustable rear seat head
restraints

Rear head restraint control Manual rear seat head
restraint control

Number of rear head restraints 3 rear seat head
restraints

Lumbar Seats

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Selected Equip & Specs (cont'd)

Driver lumbar Manual driver seat lumbar

Front Seat Trim

Front seat upholstery Vinyl front seat upholstery

Front seatback upholstery Vinyl front seatback upholstery

Interior Accents

Interior accents Chrome interior accents

Gearshifter Material

Gearshifter material Urethane gear shifter material

Entertainment Features

Displays

Primary touchscreen display Primary touchscreen display

Primary display size 8 inch primary display

Number of first-row displays 2 total number of 1st row displays

Radio Features

External memory SYNC 4 external memory control

Seek scan Seek scan

Speakers

Speakers Standard grade speakers

Speakers number 6

Audio Features

Steering mounted audio control Steering wheel mounted audio controls

Voice activated audio SYNC 4 voice activated audio controls

Speed sensitive volume Speed sensitive volume

Lighting, Visibility and Instrumentation

Instrumentation

Trip odometer Trip odometer

Instrumentation display Digital/analog instrumentation display

Configurable instrumentation gauges Configurable instrumentation gauges

Instrumentation Displays

Temperature display Exterior temperature display

Clock Digital clock

Driver information center Driver information center

Compass Compass

Instrumentation Gauges

Tachometer Tachometer

Transmission temperature gauge Transmission fluid temperature gauge

Oil pressure gauge Oil pressure gauge

Engine/electric motor temperature gauge Engine/electric motor temperature gauge

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Selected Equip & Specs (cont'd)

Gauge cluster display size (inches) 4.20

Engine hour meter Engine hour meter

Instrumentation Warnings

Engine temperature warning Engine temperature warning

Oil pressure warning Oil pressure warning

Low fuel warning Low fuel warning

Low brake fluid warning Low brake fluid warning

Battery charge warning Battery charge warning

Headlights on reminder Headlights on reminder

Key in vehicle warning Key in vehicle warning

Door ajar warning Door ajar warning

Service interval warning Service interval indicator

Low tire pressure warning Tire specific low air pressure warning

Glass

Tinted windows Light tinted windows

Headlights

Headlights Halogen headlights

Headlight type Reflector headlights

Auto headlights Auto on/off headlight control

Multiple headlights Multiple enclosed headlights

Delay off headlights Delay-off headlights

DRL preference setting DRL preference setting

Front Windshield

Wipers Variable intermittent front windshield wipers

Interior Lighting

Illuminated entry Illuminated entry

Variable panel light Variable instrument panel light

Front reading lights Front reading lights

Rear reading lights Rear reading lights

Lights

Running lights Daytime running lights

Interior courtesy lights Fade interior courtesy lights

High mount stop light High mounted center stop light

Pickup box cargo light Pickup box cargo light

Perimeter approach lighting Remote activated perimeter approach lighting

Technology and Telematics

Connectivity

Handsfree SYNC 4 handsfree wireless device connectivity

Smart device integration Smart device wireless mirroring

Emergency SOS SYNC 4 911 Assist emergency SOS system via mobile device

Internet Access

Internet access 5G Modem - Ford Connectivity

Package mobile hotspot internet access

USB Ports

USB ports 2 USB ports

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Price Level: 630 | Quote ID: 9999

Selected Equip & Specs (cont'd)

Safety and Security

Airbags

Front impact airbag driver	Driver front impact airbag	Number of airbags	6 airbags
Front impact airbag passenger	Passenger front impact airbag	Front side impact airbag driver	Seat mounted side impact driver airbag
Front side impact airbag passenger	Seat mounted side impact front passenger airbag	Overhead airbags	Safety Canopy System curtain first and second-row overhead airbags

Seatbelts

3-point seatbelt	Rear seat center 3-point seatbelt	Height adjustable seatbelts	Front height adjustable seatbelts
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Security System

Immobilizer	SecuriLock immobilizer	Remote panic alarm	Remote panic alarm
Security system	Ford Security Package (1-year included with activation) security system		

Cameras

Rear camera	Rear mounted camera
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Traction Control

Electronic stability control	AdvanceTrac w/Roll Stability Control electronic stability control system with anti-rollover
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Occupant Safety

Child door locks	Manual rear child safety door locks
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Randall Ford Inc | 5500 Rogers Ave Fort Smith Arkansas | 729033748



2026 F-250 4x2 SD Crew Cab 6.75' box 160" WB SRW XL (W2A)

Price Level: 630 | Quote ID: 9999

Pricing Summary - Single Vehicle

		MSRP
<i>Vehicle Pricing</i>		
Base Vehicle Price		\$49,890.00
Options		\$300.00
Colors		\$0.00
Upfitting		\$0.00
Fleet Discount		\$0.00
Fuel Charge		\$0.00
Destination Charge		\$2,595.00
Subtotal		\$52,785.00
<i>Pre-Tax Adjustments</i>		
Code	Description	MSRP
Fleet Discounts	Fleet & Commercial Discounts	-\$3,980.00
GPC QC689	Government Price Concession	-\$2,100.00
Boards	Running Boards	\$800.00
<i>Running boards and drop in bed liner</i>		
Whelen	Light Bars & Stobes	\$2,786.00
<i>2 front grill mounted lights and 2 rear mounted lights Weathertec floor mats seat covers</i>		
Total		\$50,291.00

Customer Signature

Acceptance Date

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Randall Ford Inc | 5500 Rogers Ave Fort Smith Arkansas | 729033748

2026 F-250 4x2 SD Crew Cab 6.75' box 160" WB SRW XL (W2A)

Price Level: 630 | Quote ID: 9999

Major Equipment

(Based on selected options, shown at right)

TorqShift 10-speed automatic

* 17 x 7.5-inch front and rear argent steel wheels

* LT245/75RS17 AS BSW front and rear tires

* Overdrive transmission

* Transmission electronic control

* Stainless steel single exhaust

* Battery rating: 750CCA

* Battery run down protection

* Fuel tank capacity: 34.00 gal.

* 8 inch primary display

* AM/FM

* SYNC 4 external memory control

* Wheelbase: 160.0"

* Axle capacity rear: 7,280 lbs.

* Axle capacity front: 5,300 lbs.

* Firm ride suspension

* Power door mirrors

* Manual folding door mirrors

* Daytime running lights

* Variable intermittent front windshield wipers

* Rear under seat climate control ducts

Exterior: Oxford White

Interior: Medium Dark Slate w/HD Vinyl
40/20/40 Split Bench Seat

* Class V tow rating

* Front tires LT load rating: E

* Lock-up transmission

* Alternator Amps: 160A

* All-speed ABS and driveline traction control

* HD lead acid battery

* Injection Type: sequential MPI

* Steering wheel mounted audio controls

* AM/FM stereo radio

* Seek scan

* Vehicle body length: 250.0"

* Cab to axle: 39.9"

* Tire/wheel capacity rear: 6,390 lbs.

* Spring rating front: 3,950 lbs.

* Trip computer

* Heated driver and passenger side door mirrors

* DRL preference setting

* Light tinted windows

* Manual climate control

* Driver front impact airbag

As Configured Vehicle

MSRP

STANDARD VEHICLE PRICE \$49,890.00

Order Code 600A N/C

Engine: 6.8L 2V DEVCT NA PFI V8 Gas Included

Transmission: TorqShift-G 10-Speed Automatic Included

3.73 Axle Ratio Included

GVWR: 10,000 lb Payload Package Included

Tires: LT245/75Rx17E BSW A/S Included

Wheels: 17" Argent Painted Steel Included

HD Vinyl 40/20/40 Split Bench Seat Included

160" Wheelbase STD

Monotone Paint Application STD

Radio: AM/FM Stereo w/MP3 Player Included

Fleet Customer Powertrain Limited Warranty N/C

50-State Emissions System STD

Ford Connectivity Package (1-Year Included) Included

SYNC 4 Included

Oxford White N/C

Medium Dark Slate w/HD Vinyl 40/20/40 Split Bench Seat N/C

Trailer Brake Controller \$300.00

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Randall Ford Inc | 5500 Rogers Ave Fort Smith Arkansas | 729033748

2026 F-250 4x2 SD Crew Cab 6.75' box 160" WB SRW XL (W2A)

Price Level: 630 | Quote ID: 9999

Major Equipment

- | | |
|---|--|
| * Seat mounted side impact driver airbag | * Passenger front impact airbag |
| * Seat mounted side impact front passenger airbag | * 6 airbags |
| * AdvanceTrac w/Roll Stability Control electronic stability control system with anti-rollover | * Manual rear child safety door locks |
| * SecuriLock immobilizer | * Fixed rear seats |
| * 60-40 folding rear seats | * Front facing rear seat |
| * Fold-up rear seat cushion | * Height adjustable rear seat head restraints |
| * Manual rear seat head restraint control | * 3 rear seat head restraints |
| * Split-bench rear seat | * 40-20-40 split-bench front seat |
| * Driver seat with 4-way directional controls | * Front passenger seat with 4-way directional controls |
| * Height adjustable front seat head restraints | * Manual front seat head restraint control |
| * Split-bench front seat | * Front seat center armrest |
| * Front seat armrest storage | * Manual reclining driver seat |
| * Manual driver seat fore/aft control | * Manual reclining passenger seat |
| * Manual passenger seat fore/aft control | * Vinyl front seat upholstery |
| * Vinyl front seatback upholstery | * Manual driver seat lumbar |
| * 4-wheel disc brakes | * 4-wheel antilock (ABS) brakes |
| * Brake assist system | * Hill Start Assist |

As Configured Vehicle

MSRP

SUBTOTAL	\$50,190.00
Destination Charge	\$2,595.00
TOTAL	\$52,785.00

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2026 F-250 4x2 SD Crew Cab 6.75' box 160" WB SRW XL (W2A)

Price Level: 630 | Quote ID: 9999

Fuel Economy

City
N/A



Hwy
N/A

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Superior Automotive Group

Jeff Lee | 479-393-8282 | jlee@drivesuperior.com

[Fleet] 2026 Ford Super Duty F-250 SRW (W2A) XL 2WD Crew Cab 6.75' Box (✔ Complete)

Quote: 2026 City of Fayetteville Ford F250 Crew 2WD with Upfit

Quote Worksheet

	MSRP
Base Price	\$49,890.00
Dest Charge	\$2,595.00
Total Options	\$1,125.00
Subtotal	\$53,610.00
2 Whelen Vertex VTX9F Amber White Grill Mount	\$177.00
2 Whelen Vertex VTX9F Amber White Tailgate Mount	\$177.00
4 VTXFB Flange Mounts	\$33.04
1 Weathertech 4410331V Front All Weather Mat	\$149.19
1 Weathertech 4410124V Rear All Weather Mat	\$101.13
Curt Front Seat Protector	\$418.00
Fuse Block	\$27.50
Switch	\$7.50
Shop Supplies	\$45.00
Installation Labor	\$700.00
FORD GOV INCENTIVE - CITY OF FAYETTEVILLE QC689	(\$3,500.00)
Subtotal Pre-Tax Adjustments	(\$1,664.64)
Less Customer Discount	\$0.00
Subtotal Discount	\$0.00
Trade-In	\$0.00
Excluded from Sales Tax	Subtotal Trade-In \$0.00
Taxable Price	\$51,945.36
Sales Tax	\$0.00
Subtotal Taxes	\$0.00
Subtotal Post-Tax Adjustments	\$0.00
Total Sales Price	\$51,945.36

 10/23/2025
Dealer Signature / Date

Customer Signature / Date

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[Fleet] 2026 Ford Super Duty F-250 SRW (W2A) XL 2WD Crew Cab 6.75' Box (✔ Complete)

Quote: 2026 City of Fayetteville Ford F250 Crew 2WD with Upfit

Selected Model and Options

MODEL

CODE	MODEL	MSRP
W2A	2026 Ford Super Duty F-250 SRW XL 2WD Crew Cab 6.75' Box	\$49,890.00

COLORS

CODE	DESCRIPTION
Z1	Oxford White

ENGINE

CODE	DESCRIPTION	MSRP
99A	Engine: 6.8L 2V DEVCT NA PFI V8 Gas	\$0.00

TRANSMISSION

CODE	DESCRIPTION	MSRP
44F	Transmission: TorqShift-G 10-Speed Automatic	\$0.00

OPTION PACKAGE

CODE	DESCRIPTION	MSRP
600A	Order Code 600A	\$0.00

AXLE RATIO

CODE	DESCRIPTION	MSRP
X37	3.73 Axle Ratio	\$0.00

TIRES

CODE	DESCRIPTION	MSRP
TD8	Tires: LT245/75Rx17E BSW A/S	\$0.00

PRIMARY PAINT

CODE	DESCRIPTION	MSRP
Z1	Oxford White	\$0.00

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[Fleet] 2026 Ford Super Duty F-250 SRW (W2A) XL 2WD Crew Cab 6.75' Box (✔ Complete)

Quote: 2026 City of Fayetteville Ford F250 Crew 2WD with Upfit

SEAT TYPE		
CODE	DESCRIPTION	MSRP
AS	Medium Dark Slate, HD Vinyl 40/20/40 Split Bench Seat	\$0.00
ADDITIONAL EQUIPMENT - MECHANICAL		
CODE	DESCRIPTION	MSRP
52B	Trailer Brake Controller	\$300.00
ADDITIONAL EQUIPMENT - EXTERIOR		
CODE	DESCRIPTION	MSRP
153	Front License Plate Bracket	\$0.00
18B	Platform Running Boards	\$445.00
85L	Drop-In Bedliner (Pre-Installed)	\$380.00
ADDITIONAL EQUIPMENT - OTHER		
CODE	DESCRIPTION	MSRP
—	Fleet Advertising Credit	\$0.00
Options Total		\$1,125.00

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[Fleet] 2026 Ford Super Duty F-250 SRW (W2A) XL 2WD Crew Cab 6.75' Box (✔ Complete)

Quote: 2026 City of Fayetteville Ford F250 Crew 2WD with Upfit

Standard Equipment

Mechanical

Engine: 6.8L 2V DEVCT NA PFI V8 Gas (STD)
Transmission: TorqShift-G 10-Speed Automatic -inc: SelectShift and selectable drive modes: normal, eco, slippery roads, tow/haul and trail (STD)
3.73 Axle Ratio (STD)
GVWR: 10,000 lb Payload Package
50-State Emissions System
Transmission w/Driver Selectable Mode and Oil Cooler
Rear-Wheel Drive
68-Amp/Hr 750CCA Maintenance-Free Battery w/Run Down Protection
160 Amp Alternator
Class V Towing Equipment -inc: Hitch and Trailer Sway Control
Trailer Wiring Harness
3922# Maximum Payload
HD Gas-Pressurized Shock Absorbers
Front Anti-Roll Bar
Firm Suspension
Hydraulic Power-Assist Steering
34 Gal. Fuel Tank
Single Stainless Steel Exhaust
Front Suspension w/Coil Springs
Solid Axle Rear Suspension w/Leaf Springs
4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist and Hill Hold Control

Exterior

Wheels: 17" Argent Painted Steel -inc: painted hub covers/center ornaments
Tires: LT245/75R17E BSW A/S -inc: Spare may not be the same as road tire (STD)
Regular Box Style
Wheels w/Hub Covers
Steel Spare Wheel
Full-Size Spare Tire Stored Underbody w/Crankdown

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[Fleet] 2026 Ford Super Duty F-250 SRW (W2A) XL 2WD Crew Cab 6.75' Box (✔ Complete)

Quote: 2026 City of Fayetteville Ford F250 Crew 2WD with Upfit

Exterior

- Black Front Bumper w/Black Rub Strip/Fascia Accent and 2 Tow Hooks
- Black Rear Step Bumper
- Black Side Windows Trim and Black Front Windshield Trim
- Black Door Handles
- Black Power Heated Side Mirrors w/Convex Spotter, Manual Folding and Turn Signal Indicator
- Manual Extendable Trailer Style Mirrors
- Fixed Rear Window
- Light Tinted Glass
- Variable Intermittent Wipers
- Aluminum Panels
- Black Grille
- Tailgate Rear Cargo Access
- Tailgate/Rear Door Lock Included w/Power Door Locks
- Boxside Steps
- Auto On/Off Reflector Halogen Daytime Running Lights Preference Setting Headlamps w/Delay-Off
- Cargo Lamp w/High Mount Stop Light
- Perimeter/Approach Lights

Entertainment

- Radio w/Seek-Scan, Clock and Speed Compensated Volume Control
- Radio: AM/FM Stereo w/MP3 Player -inc: 6 speakers
- Fixed Antenna
- 6 Speakers
- SYNC 4 -inc: 8" center display, wireless phone connection, cloud connected, AppLink w/app catalog, 911 Assist, Apple CarPlay and Android Auto compatibility and digital owner's manual
- Wireless Phone Connectivity
- 2 LCD Monitors In The Front

Interior

- 4-Way Driver Seat -inc: Manual Recline and Fore/Aft Movement
- 4-Way Passenger Seat -inc: Manual Recline and Fore/Aft Movement
- 60-40 Folding Split-Bench Front Facing Fold-Up Cushion Rear Seat

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Data Version: 26795. Data Updated: Oct 22, 2025 6:49:00 PM PDT.



Superior Automotive Group

Jeff Lee | 479-393-8282 | jlee@drivesuperior.com

[Fleet] 2026 Ford Super Duty F-250 SRW (W2A) XL 2WD Crew Cab 6.75' Box (✔ Complete)

Quote: 2026 City of Fayetteville Ford F250 Crew 2WD with Upfit

Interior	
	Manual Tilt/Telescoping Steering Column
	Gauges -inc: Speedometer, Odometer, Oil Pressure, Engine Coolant Temp, Tachometer, Transmission Fluid Temp, Engine Hour Meter, Trip Odometer and Trip Computer
	Power Rear Windows
	Front Cupholder
	Rear Cupholder
	Compass
	Remote Keyless Entry w/Integrated Key Transmitter, Illuminated Entry and Panic Button
	Cruise Control w/Steering Wheel Controls
	Manual Air Conditioning
	HVAC -inc: Underseat Ducts
	Locking Glove Box
	Interior Trim -inc: Chrome Interior Accents
	Full Cloth Headliner
	Urethane Gear Shifter Material
	HD Vinyl 40/20/40 Split Bench Seat -inc: center armrest, cupholder, storage and driver's side manual lumbar
	Day-Night Rearview Mirror
	Passenger Visor Vanity Mirror
	Full Overhead Console w/Storage and 2 12V DC Power Outlets
	Fade-To-Off Interior Lighting
	Front And Rear Map Lights
	Full Vinyl/Rubber Floor Covering
	Cab Mounted Cargo Lights
	Smart Device Remote Engine Start
	Smart Device Integration
	Ford Connectivity Package (1-Year Included) -inc: unlimited Wi-Fi hotspot, Included for one-year from warranty start date, Requires activation via Ford app w/credit card authorization; customer may cancel at any time, Evolving technology/cellular networks/vehicle capability may limit functionality and prevent operation of connected features, Ford may temporarily slow data speeds if such data usage reaches or exceeds 50GB within a billing cycle or due to network limitations, If a customer uses more than 50% of their data usage in a roaming country during a 60-day period, Ford may remove or limit the customer's data plan
	Instrument Panel Covered Bin and Dashboard Storage

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[Fleet] 2026 Ford Super Duty F-250 SRW (W2A) XL 2WD Crew Cab 6.75' Box (✔ Complete)

Quote: 2026 City of Fayetteville Ford F250 Crew 2WD with Upfit

Interior

Power 1st Row Windows w/Driver And Passenger 1-Touch Up/Down
Delayed Accessory Power
Power Door Locks w/Autolock Feature
Driver Information Center
Trip Computer
Outside Temp Gauge
Digital/Analog Appearance
Seats w/Vinyl Back Material
Front Center Armrest w/Storage
Manual Adjustable Front Head Restraints and Manual Adjustable Rear Head Restraints
Perimeter Alarm
Securilock Anti-Theft Ignition (pats) Immobilizer
2 12V DC Power Outlets
Air Filtration

Safety-Mechanical

AdvanceTrac w/Roll Stability Control Electronic Stability Control (ESC) And Roll Stability Control (RSC)
ABS And Driveline Traction Control

Safety-Exterior

Side Impact Beams

Safety-Interior

Dual Stage Driver And Passenger Seat-Mounted Side Airbags
Emergency Sos Capability
Tire Specific Low Tire Pressure Warning
Safety Canopy System Curtain 1st And 2nd Row Airbags
Outboard Front Lap And Shoulder Safety Belts -inc: Rear Center 3 Point and Height Adjusters
Dual Stage Driver And Passenger Front Airbags
Rear Child Safety Locks
Back-Up Camera

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[Fleet] 2026 Ford Super Duty F-250 SRW (W2A) XL 2WD Crew Cab 6.75' Box (✔ Complete)

Quote: 2026 City of Fayetteville Ford F250 Crew 2WD with Upfit

WARRANTY

- Basic Years: 3
- Basic Miles/km: 36,000
- Drivetrain Years: 5
- Drivetrain Miles/km: 60,000
- Corrosion Years: 5
- Corrosion Miles/km: Unlimited
- Roadside Assistance Years: 5
- Roadside Assistance Miles/km: 60,000

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[Fleet] 2026 Ford Super Duty F-250 SRW (W2A) XL 2WD Crew Cab 6.75' Box (✔ Complete)

Quote: 2026 City of Fayetteville Ford F250 Crew 2WD with Upfit

Window Sticker

SUMMARY

[Fleet] 2026 Ford Super Duty F-250 SRW (W2A) XL 2WD Crew Cab 6.75' Box MSRP:\$49,890.00

Interior:Medium Dark Slate, HD Vinyl 40/20/40 Split Bench Seat

Exterior 1:Oxford White

Exterior 2:No color has been selected.

Engine: 6.8L 2V DEVCT NA PFI V8 Gas

Transmission: TorqShift-G 10-Speed Automatic

OPTIONS

CODE	MODEL	MSRP
W2A	[Fleet] 2026 Ford Super Duty F-250 SRW (W2A) XL 2WD Crew Cab 6.75' Box	\$49,890.00
OPTIONS		
153	Front License Plate Bracket	\$0.00
18B	Platform Running Boards	\$445.00
44F	Transmission: TorqShift-G 10-Speed Automatic	\$0.00
52B	Trailer Brake Controller	\$300.00
600A	Order Code 600A	\$0.00
85L	Drop-In Bedliner (Pre-Installed)	\$380.00
99A	Engine: 6.8L 2V DEVCT NA PFI V8 Gas	\$0.00
AS	Medium Dark Slate, HD Vinyl 40/20/40 Split Bench Seat	\$0.00
TD8	Tires: LT245/75Rx17E BSW A/S	\$0.00
X37	3.73 Axle Ratio	\$0.00
Z1	Oxford White	\$0.00
—	Fleet Advertising Credit	\$0.00

SUBTOTAL	\$51,015.00
Adjustments Total	\$0.00
Destination Charge	\$2,595.00
TOTAL PRICE	\$53,610.00

FUEL ECONOMY

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Superior Automotive Group

Jeff Lee | 479-393-8282 | jlee@drivesuperior.com

[Fleet] 2026 Ford Super Duty F-250 SRW (W2A) XL 2WD Crew Cab 6.75' Box (✔ Complete)

Quote: 2026 City of Fayetteville Ford F250 Crew 2WD with Upfit

Est City:N/A

Est Highway:N/A

Est Highway Cruising Range:N/A

Prepared for: Mr. Ross Jackson, Superintendent, City of Fayetteville
Happy Hollow Rd
Fayetteville, AR 72703
Office: 479-444-3494 | Mobile: 479-879-6221
Email: rjackson@fayetteville-ar.gov
Ordering FIN Code: qc689

2026 F-250 4x2 SD Crew Cab 6.75' box 160" WB SRW XL (W2A)

Price Level: 630



Client Proposal

Prepared by:
CJ MITCHELL
Office: 479-871-9260
Email: CJ.MITCHELL@LEWISAUTOGROUP.COM
Date: 10/20/2025



Prepared for: Mr. Ross Jackson

Superintendent, City of Fayetteville

Prepared by: CJ MITCHELL

10/20/2025

Lewis Ford Sales, Inc. | 2479 N Shiloh Dr. Fayetteville Arkansas | 72704



2026 F-250 4x2 SD Crew Cab 6.75' box 160" WB SRW XL (W2A)

Price Level: 630

**Mr. Ross Jackson, Superintendent, City of
fayetteville**

Happy Hollow Rd

Fayetteville, AR 72703

Office: 479-444-3494 | Mobile: 479-879-6221

Email: rjackson@fayetteville-ar.gov

Ordering FIN Code: qc689

Re: Vehicle Proposal 10/20/2025

Dear Mr. Jackson,

Thank you very much for your interest in acquiring a vehicle from our dealership. We concur that your interest is well deserved. We hope that an outstanding product lineup and our dedication to customer service will enhance your ownership experience should you decide to buy a vehicle from us.

Attached, please find additional information that I hope will assist you in making a more informed decision. Please feel free to contact me at any time as I would truly appreciate the opportunity to be of service to you.

Sincerely,

CJ MITCHELL

Fleet & Commercial Account Manager

479-871-9260

CJ.MITCHELL@LEWISAUTOGROUP.COM

Prepared for: Mr. Ross Jackson

Superintendent, City of Fayetteville

Prepared by: CJ MITCHELL

10/20/2025



Lewis Ford Sales, Inc. | 2479 N Shiloh Dr. Fayetteville Arkansas | 72704

2026 F-250 4x2 SD Crew Cab 6.75' box 160" WB SRW XL (W2A)

Price Level: 630

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Prepared for: Mr. Ross Jackson

Superintendent, City of Fayetteville

Prepared by: CJ MITCHELL

10/20/2025



Lewis Ford Sales, Inc. | 2479 N Shiloh Dr. Fayetteville Arkansas | 72704

2026 F-250 4x2 SD Crew Cab 6.75' box 160" WB SRW XL (W2A)

Price Level: 630

Selected Equip & Specs

Dimensions

- Conventional Capacity: 14,500 lbs.
- Fifth-wheel towing capacity: 14,300 lbs.
- Front brake diameter: 14.3"
- Cargo box length: 81.9"
- Cargo box volume: 65.4 cu.ft.
- Cargo box max width: 66.9"
- Cargo box length feet: 6.8
- Vehicle body width: 80.0"
- Wheelbase: 160.0"
- Front track: 68.3"
- Cab to axle: 39.9"
- Frame yield strength (psi): 50000.0
- Front bumper to back of cab: 151.8"
- Max interior rear cargo volume: 52.1 cu.ft.
- Headroom first-row: 40.8"
- Leg room first-row: 43.9"
- Shoulder room first-row: 66.7"
- Hip room first-row: 62.5"
- GCWR: 21,000 lbs.
- Gooseneck towing capacity: 14,400 lbs.
- Rear brake diameter: 14.3"
- Cargo box min width: 50.5"
- Pickup box depth: 21.1"
- Cargo box tailgate width: 60.5"
- Vehicle body length: 250.0"
- Vehicle body height: 78.3"
- Vehicle turning radius: 27.3'
- Rear track: 67.2"
- Frame section modulus: 10.7 cu.in.
- Front bumper to front axle: 38.2"
- Interior rear cargo volume with seats folded: 52.1 cu.ft.
- Total passenger volume: 131.8 cu.ft.
- Headroom second-row: 40.4"
- Leg room second-row: 43.6"
- Shoulder room second-row: 65.9"
- Hip room second-row: 64.7"

Powertrain

- Spark ignition system
- Engine cylinders: V-8
- Horsepower: 405 HP@5000 RPM
- Radiator
- Rear-wheel drive
- All-speed ABS and driveline traction control
- 6.8L V-8 variable valve control, engine with 405HP
- Injection Type: sequential MPI
- Torque: 445 lb.-ft.@4000 RPM
- TorqShift 10-speed automatic
- Recommended fuel: regular unleaded

Fuel Economy and Emissions

- Gasoline secondary fuel type
- E85 additional fuel types
- Federal emissions

Suspension and Handling

- Firm ride suspension
- Heavy-duty rear shock absorbers
- Heavy-duty front shock absorbers

Driveability

- 4-wheel disc brakes
- 4-wheel antilock (ABS) brakes
- Brake assist system
- Front and rear ventilated disc brakes
- Four channel ABS brakes
- Hill Start Assist

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Superintendent, City of Fayetteville

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10/20/2025

Lewis Ford Sales, Inc. | 2479 N Shiloh Dr. Fayetteville Arkansas | 72704



2026 F-250 4x2 SD Crew Cab 6.75' box 160" WB SRW XL (W2A)

Price Level: 630

Selected Equip & Specs (cont'd)

- Twin I-Beam independent front suspension
- Front coil springs
- Leaf spring rear suspension
- Re-circulating ball steering
- Front anti-roll bar
- Rigid axle rear suspension
- Hydraulic power-assist steering system
- 2-wheel steering system

Body Exterior

- Trailer wiring harness
- * **Running boards**
- * **Drop-in pickup bed liner**
- Pickup bed-rail protectors
- Black side window trim
- Black windshield trim
- 2 front tow hooks
- Rear bumper step
- Black grille
- Manual extendable trailer mirrors
- Black door mirrors
- Conventional right rear passenger door
- LT245/75RS17 AS BSW front and rear tires
- Dynamic Hitch Assist vehicle to trailer hitching assist
- 4 doors
- Standard style pickup box
- Monotone paint
- Black door handles
- Black front bumper
- Black rear bumper
- Black front bumper rub strip
- Convex spotter in driver and passenger side door mirrors
- Turn signal indicator in door mirrors
- Conventional left rear passenger door
- Tailgate
- 17 x 7.5-inch front and rear argent steel wheels

Convenience

- Power door locks with 2 stage unlocking
- All-in-one remote fob and ignition key
- Power tailgate/rear door lock
- Day/Night rearview mirror
- Integrated side steps
- Front beverage holders
- 8 beverage holders
- Instrument panel covered bin
- Retained accessory power
- Over the air updates
- Keyfob activated door locks
- Auto-locking doors
- Cruise control with steering wheel mounted controls
- Power first-row windows
- Fixed rear windshield
- Locking glove box
- Rear beverage holders
- Dashboard storage
- Trip computer
- PRND in IP

Comfort

- Manual climate control
- Rear under seat climate control ducts
- Full headliner coverage
- Full floor coverage
- Carpet rear seatback upholstery
- Manual tilting steering wheel
- Cabin air filter
- Cloth headliner material
- Full vinyl floor covering
- Vinyl rear seat upholstery
- Urethane steering wheel
- Manual telescopic steering wheel

Prepared for: Mr. Ross Jackson

Superintendent, City of Fayetteville

Prepared by: CJ MITCHELL

10/20/2025



Lewis Ford Sales, Inc. | 2479 N Shiloh Dr. Fayetteville Arkansas | 72704

2026 F-250 4x2 SD Crew Cab 6.75' box 160" WB SRW XL (W2A)

Price Level: 630

Selected Equip & Specs (cont'd)

Seats and Trim

- Seating capacity: 6
- Driver seat with 4-way directional controls
- Height adjustable front seat head restraints
- Split-bench front seat
- Front seat armrest storage
- Manual driver seat fore/aft control
- Manual passenger seat fore/aft control
- Height adjustable rear seat head restraints
- Manual driver seat lumbar
- 40-20-40 split-bench front seat
- Front passenger seat with 4-way directional controls
- Manual front seat head restraint control
- Front seat center armrest
- Manual reclining driver seat
- Manual reclining passenger seat
- Fixed rear seats
- Split-bench rear seat
- Vinyl front seat upholstery

Entertainment Features

- 2 total number of 1st row displays
- Primary touchscreen display
- AM/FM
- AM radio
- Seek scan
- Standard grade speakers
- Steering wheel mounted audio controls
- Speed sensitive volume
- 8 inch primary display
- AM/FM stereo radio
- In-vehicle audio
- FM radio
- SYNC 4 external memory control
- Speakers number: 6
- SYNC 4 voice activated audio controls
- Fixed audio antenna

Lighting, Visibility and Instrumentation

- Digital/analog instrumentation display
- Trip odometer
- Compass
- Driver information center
- Oil pressure gauge
- Transmission fluid temperature gauge
- Gauge cluster display size (inches): 4.20
- Reflector headlights
- Auto on/off headlight control
- Delay-off headlights
- Variable intermittent front windshield wipers
- Front reading lights
- Variable instrument panel light
- High mounted center stop light
- Fade interior courtesy lights
- Configurable instrumentation gauges
- Digital clock
- Exterior temperature display
- Tachometer
- Engine/electric motor temperature gauge
- Engine hour meter
- Light tinted windows
- Halogen headlights
- Multiple enclosed headlights
- DRL preference setting
- Illuminated entry
- Rear reading lights
- Daytime running lights
- Remote activated perimeter approach lighting
- Pickup box cargo light

Technology and Telematics

- SYNC 4 911 Assist emergency SOS system via mobile device
- SYNC 4 handsfree wireless device connectivity

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Superintendent, City of Fayetteville

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10/20/2025

Lewis Ford Sales, Inc. | 2479 N Shiloh Dr. Fayetteville Arkansas | 72704



2026 F-250 4x2 SD Crew Cab 6.75' box 160" WB SRW XL (W2A)

Price Level: 630

Selected Equip & Specs (cont'd)

- Smart device wireless mirroring
- 5G Modem - Ford Connectivity Package mobile hotspot internet access
- Ford App mobile app access
- 2 USB ports

Safety and Security

- Driver front impact airbag
- Safety Canopy System curtain first and second-row overhead airbags
- Seat mounted side impact front passenger airbag
- Rear seat center 3-point seatbelt
- SecuriLock immobilizer
- Remote panic alarm
- AdvanceTrac w/Roll Stability Control electronic stability control system with anti-rollover
- Seat mounted side impact driver airbag
- Passenger front impact airbag
- 6 airbags
- Front height adjustable seatbelts
- Ford Security Package (1-year included with activation) security system
- Rear mounted camera
- Manual rear child safety door locks

Dimensions

General Weights

Curb weight	6,041 lbs.	Rear curb weight	2,592 lbs.
GVWR	10,000 lbs.	Payload	3,922 lbs.

Trailer Weights

Fifth-wheel towing capacity	14,300 lbs.	Gooseneck towing capacity	14,400 lbs.
Conventional capacity	14,500 lbs.	GCWR	21,000 lbs.

Front Weights

Front curb weight	3,449 lbs.	GAWR front	3,950 lbs.
Axle capacity front	5,300 lbs.	Spring rating front	3,950 lbs.
Tire/wheel capacity front	6,390 lbs.		

Rear Weights

GAWR rear	6,340 lbs.	Axle capacity rear	7,280 lbs.
Spring rating rear	6,340 lbs.	Tire/wheel capacity rear	6,390 lbs.

Off Road

Min ground clearance	8.7"	Loading floor height	35.7"
Approach angle	17.3	Departure angle	19.3

Exterior Measurements

Vehicle body length	250.0"	Vehicle body width	80.0"
Vehicle body height	78.3"	Wheelbase	160.0"
Front brake diameter	14.3"	Cargo box length	81.9"
Rear brake diameter	14.3"	Cargo box min width	50.5"
Cargo box volume	65.4 cu.ft.	Pickup box depth	21.1"
Cargo box max width	66.9"	Cargo box tailgate width	60.5"

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Lewis Ford Sales, Inc. | 2479 N Shiloh Dr. Fayetteville Arkansas | 72704

**2026 F-250 4x2 SD Crew Cab 6.75' box 160" WB SRW XL (W2A)**

Price Level: 630

Selected Equip & Specs (cont'd)

Cargo box length feet	6.8	Front track	68.3"
Rear track	67.2"	Vehicle turning radius	27.3'
Cab to axle	39.9"	Frame section modulus	10.7 cu.in.
Frame yield strength (psi)	50000.0	Front bumper to front axle	38.2"
Front bumper to back of cab	151.8"		

Interior Measurements

Max interior rear cargo volume	52.1 cu.ft.	Interior rear cargo volume with seats folded	52.1 cu.ft.
--------------------------------	-------------	--	-------------

Interior Volume

Total passenger volume	131.8 cu.ft.
------------------------	--------------

Headroom

Headroom first-row	40.8"	Headroom second-row	40.4"
--------------------	-------	---------------------	-------

Legroom

Leg room first-row	43.9"	Leg room second-row	43.6"
--------------------	-------	---------------------	-------

Shoulder Room

Shoulder room first-row	66.7"	Shoulder room second-row	65.9"
-------------------------	-------	--------------------------	-------

Hip Room

Hip room first-row	62.5"	Hip room second-row	64.7"
--------------------	-------	---------------------	-------

Powertrain**Engine**

Engine	6.8L V-8 variable valve control, engine with 405HP	Valves per cylinder	2
Engine cylinders	V-8	Injection type	sequential MPI
Engine location	Front mounted engine	Ignition	Spark ignition system
Engine mounting direction	Longitudinal mounted engine	Engine block material	Iron engine block
Cylinder head material	Aluminum cylinder head		

Engine Specs

Displacement	6.8L	cc	415 cu.in.
Bore	4.22"	Stroke	3.68"
Compression ratio	10.8	SAEJ1349	AUG2004 compliant

Engine Power

Horsepower	405 HP@5000 RPM	Torque	445 lb.-ft.@4000 RPM
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Alternator

Alternator amps	160A	Alternator type	Regular duty alternator
-----------------	------	-----------------	-------------------------

Battery

Battery amps	68Ah	Battery type	HD lead acid battery
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Prepared for: Mr. Ross Jackson

Superintendent, City of Fayetteville

Prepared by: CJ MITCHELL

10/20/2025

Lewis Ford Sales, Inc. | 2479 N Shiloh Dr. Fayetteville Arkansas | 72704



2026 F-250 4x2 SD Crew Cab 6.75' box 160" WB SRW XL (W2A)

Price Level: 630

Selected Equip & Specs (cont'd)

Battery rating	750CCA	Battery run down protection	Battery run down protection
----------------	--------	-----------------------------	-----------------------------

Engine Extras

Radiator	Radiator
----------	----------

Transmission

Transmission	TorqShift 10-speed automatic	Transmission electronic control	Transmission electronic control
Overdrive transmission	Overdrive transmission	Lock-up transmission	Lock-up transmission
First gear ratio	4.696	Second gear ratio	2.985
Third gear ratio	2.146	Fourth gear ratio	1.769
Fifth gear ratio	1.52	Sixth gear ratio	1.275
Reverse gear ratio	4.866	Seventh gear ratio	1
Eighth gear ratio	0.854	Ninth gear ratio	0.689
Tenth gear ratio	0.636	Stall ratio	1.97
Selectable mode transmission	Selectable mode transmission	Sequential shift control	SelectShift Sequential shift control
Transmission oil cooler	Transmission oil cooler		

Drive Type

Drive type	Rear-wheel drive
------------	------------------

Drivetrain

Axle ratio	3.73
------------	------

Exhaust

Tailpipe	Stainless steel single exhaust
----------	--------------------------------

Fuel

Fuel type	regular unleaded
-----------	------------------

Fuel Tank

Fuel tank capacity	34.00 gal.
--------------------	------------

Drive Feature

Traction control	All-speed ABS and driveline traction control
------------------	--

Fuel Economy and Emissions

Fuel Economy

Secondary fuel type	Gasoline secondary fuel type
---------------------	------------------------------

Emissions

Emissions	Federal emissions
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Fuel Economy (Alternate 1)

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2026 F-250 4x2 SD Crew Cab 6.75' box 160" WB SRW XL (W2A)

Price Level: 630

Selected Equip & Specs (cont'd)

Additional fuel types E85 additional fuel types

Suspension and Handling

Suspension

Suspension Firm ride suspension

Rear shock absorbers Heavy-duty rear shock absorbers

Front shock absorbers Heavy-duty front shock absorbers

Driveability

Brakes

Brake type 4-wheel disc brakes

ABS brakes Four channel ABS brakes

Ventilated brakes Front and rear ventilated disc brakes

ABS brakes 4-wheel antilock (ABS) brakes

Brake Assistance

Hill start assist Hill Start Assist

Brake assist system Brake assist system

Front Suspension

Front anti-roll Front anti-roll bar

Suspension ride type front Twin I-Beam independent front suspension

Front Spring

Regular front springs Regular front springs

Springs front Front coil springs

Rear Spring

Springs rear Rear leaf springs

Rear springs Heavy-duty rear springs

Rear Suspension

Suspension type rear Leaf spring rear suspension

Suspension ride type rear Rigid axle rear suspension

Steering

Steering Hydraulic power-assist steering system
Steering type number of wheels 2-wheel steering system

Steering type Re-circulating ball steering

Exterior

Front Wheels

Front wheels diameter 17"

Front wheels width 7.5"

Rear Wheels

Rear wheels diameter 17"

Rear wheels width 7.5"

Front And Rear Wheels

Appearance argent

Material steel

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Prepared for: Mr. Ross Jackson

Superintendent, City of Fayetteville

Prepared by: CJ MITCHELL

10/20/2025

Lewis Ford Sales, Inc. | 2479 N Shiloh Dr. Fayetteville Arkansas | 72704



2026 F-250 4x2 SD Crew Cab 6.75' box 160" WB SRW XL (W2A)

Price Level: 630

Selected Equip & Specs (cont'd)

Front Tires

Aspect	75	Diameter	17"
Sidewalls	BSW	Speed	S
Tread	AS	Type	LT
Width	245mm	Front wheel - RPM	649

Rear Tires

Aspect	75	Diameter	17"
Sidewalls	BSW	Speed	S
Tread	AS	Type	LT
Width	245mm	Rear wheel - RPM	649

Body Exterior

Trailer

Towing class	Class V tow rating	Towing hitch	Trailer hitch
Towing wiring harness	Trailer wiring harness	* Towing brake controller	Trailer brake controller
Towing trailer sway	Trailer sway control		

Exterior Features

Box style	Standard style pickup box	* Bed liner	Drop-in pickup bed liner
Number of doors	4 doors	* Running boards	Running boards
* License plate front bracket	Front license plate bracket		

Body

Body panels .. Aluminum body panels with side impact beams

Mirrors

Convex spotter	Convex spotter in driver and passenger side door mirrors	Turn signal in door mirrors	Turn signal indicator in door mirrors
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Spare Tire

Spare tire	Full-size spare tire with steel wheel	Spare tire location	Crank-down spare tire
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Tires

Front tires LT load rating	E	Rear tires LT load rating	E
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Wheels

Wheel covers

Wheel hub covers

Convenience

Door Locks

Door locks ..	Power door locks with 2 stage unlocking	Keyfob door locks	Keyfob activated door locks
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Price Level: 630

Selected Equip & Specs (cont'd)

All-in-one key . . . All-in-one remote fob and ignition key
Tailgate control Power tailgate/rear door lock

Auto door locks Auto-locking doors

Cruise Control

Cruise control Cruise control with steering wheel
mounted controls

Rear View Mirror

Day/Night rearview mirror . . Day/Night rearview mirror

Exterior Mirrors

Door mirrors Power door mirrors
Heated door mirrors Heated driver and passenger
side door mirrors

Folding door mirrors Manual folding door mirrors

Front Side Windows

First-row windows Power first-row windows

Overhead Console

Overhead console Full overhead console

Overhead console storage Overhead console storage

Passenger Visor

Visor passenger mirror Passenger visor mirror

Power Outlets

12V power outlets 2 12V power outlets

Pickup Box

Boxside steps Integrated side steps

Rear Windshield

Rear windshield Fixed rear windshield

Storage

Number of beverage holders 8 beverage holders
Beverage holders rear Rear beverage holders
Instrument panel storage . . . Instrument panel covered
bin

Beverage holders Front beverage holders
Glove box Locking glove box
Dashboard storage Dashboard storage

Windows Feature

One-touch up window Driver and passenger one-
touch up windows

One-touch down window . . Driver and passenger one-
touch down windows

Windows Rear Side

Second-row windows Power second-row windows

Miscellaneous

Trip computer Trip computer
Accessory power Retained accessory power

PRND in IP PRND in IP
Over the air updates Over the air updates

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Price Level: 630

Selected Equip & Specs (cont'd)

Comfort

Climate Control

Climate control	Manual climate control	Cabin air filter	Cabin air filter
Rear under seat ducts	Rear under seat climate control ducts		

Headliner

Headliner material	Cloth headliner material	Headliner coverage	Full headliner coverage
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Floor Trim

Floor covering	Full vinyl floor covering	Floor coverage	Full floor coverage
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Second-Row Seat Trim

Rear seat upholstery	Vinyl rear seat upholstery	Rear seatback upholstery	Carpet rear seatback upholstery
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Steering Wheel

Steering wheel material	Urethane steering wheel	Steering wheel telescopic	Manual telescopic steering wheel
Steering wheel tilt	Manual tilting steering wheel		

Seats and Trim

Seat Capacity

Seating capacity	6
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Front Seats

Front seat type	Split-bench front seat	Driver seat direction	Driver seat with 4-way directional controls
Driver seat fore/aft control	Manual driver seat fore/aft control	Passenger seat direction	Front passenger seat with 4-way directional controls
Split front seats	40-20-40 split-bench front seat	Reclining passenger seat	Manual reclining passenger seat
Passenger seat fore/aft control	Manual passenger seat fore/aft control	Front head restraints	Height adjustable front seat head restraints
Front head restraint control	Manual front seat head restraint control	Armrests front center	Front seat center armrest
Armrests front storage	Front seat armrest storage	Reclining driver seat	Manual reclining driver seat

Rear Seats

Bench seats	Split-bench rear seat	Rear seats fixed or removable	Fixed rear seats
Folding second-row seats	60-40 folding rear seats	Rear seat direction	Front facing rear seat
Rear seat folding position	Fold-up rear seat cushion	Rear head restraints	Height adjustable rear seat head restraints

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Price Level: 630

Selected Equip & Specs (cont'd)

Rear head restraint control Manual rear seat head restraint control

Number of rear head restraints 3 rear seat head restraints

Lumbar Seats

Driver lumbar Manual driver seat lumbar

Front Seat Trim

Front seat upholstery Vinyl front seat upholstery

Front seatback upholstery Vinyl front seatback upholstery

Interior Accents

Interior accents Chrome interior accents

Gearshifter Material

Gearshifter material Urethane gear shifter material

Entertainment Features

Displays

Primary touchscreen display Primary touchscreen display

Number of first-row displays 2 total number of 1st row displays

Primary display size 8 inch primary display

Radio Features

External memory SYNC 4 external memory control

Seek scan Seek scan

Speakers

Speakers Standard grade speakers

Speakers number 6

Audio Features

Steering mounted audio control Steering wheel mounted audio controls

Speed sensitive volume Speed sensitive volume

Voice activated audio SYNC 4 voice activated audio controls

Lighting, Visibility and Instrumentation

Instrumentation

Trip odometer Trip odometer

Instrumentation display Digital/analog instrumentation display

Configurable instrumentation gauges Configurable instrumentation gauges

Instrumentation Displays

Temperature display Exterior temperature display

Driver information center Driver information center

Clock Digital clock

Compass Compass

Instrumentation Gauges

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Price Level: 630

Selected Equip & Specs (cont'd)

Tachometer Tachometer
Transmission temperature gauge .. Transmission fluid
temperature gauge
Gauge cluster display size (inches) 4.20

Oil pressure gauge Oil pressure gauge
Engine/electric motor temperature
gauge Engine/electric motor temperature gauge
Engine hour meter Engine hour meter

Instrumentation Warnings

Engine temperature warning Engine temperature
warning
Low fuel warning Low fuel warning
Battery charge warning Battery charge warning
Key in vehicle warning Key in vehicle warning
Service interval warning Service interval indicator

Oil pressure warning Oil pressure warning

Low brake fluid warning Low brake fluid warning
Headlights on reminder Headlights on reminder
Door ajar warning Door ajar warning
Low tire pressure warning Tire specific low air
pressure warning

Glass

Tinted windows Light tinted windows

Headlights

Headlights Halogen headlights
Auto headlights Auto on/off headlight control
Delay off headlights Delay-off headlights

Headlight type Reflector headlights
Multiple headlights Multiple enclosed headlights
DRL preference setting DRL preference setting

Front Windshield

Wipers ... Variable intermittent front windshield wipers

Interior Lighting

Illuminated entry Illuminated entry
Front reading lights Front reading lights

Variable panel light ... Variable instrument panel light
Rear reading lights Rear reading lights

Lights

Running lights Daytime running lights
High mount stop light .. High mounted center stop light
Perimeter approach lighting Remote activated
perimeter approach lighting

Interior courtesy lights ... Fade interior courtesy lights
Pickup box cargo light Pickup box cargo light

Technology and Telematics

Connectivity

Handsfree SYNC 4 handsfree wireless device
connectivity
Emergency SOS SYNC 4 911 Assist emergency SOS
system via mobile device

Smart device integration Smart device wireless
mirroring

Internet Access

Internet access 5G Modem - Ford Connectivity
Package mobile hotspot internet access

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2026 F-250 4x2 SD Crew Cab 6.75' box 160" WB SRW XL (W2A)

Price Level: 630

Selected Equip & Specs (cont'd)

USB Ports

USB ports 2 USB ports

Safety and Security

Airbags

Front impact airbag driver ..	Driver front impact airbag	Number of airbags	6 airbags
Front impact airbag passenger	Passenger front impact airbag	Front side impact airbag driver	Seat mounted side impact driver airbag
Front side impact airbag passenger	Seat mounted side impact front passenger airbag	Overhead airbags	Safety Canopy System curtain first and second-row overhead airbags

Seatbelts

3-point seatbelt	Rear seat center 3-point seatbelt	Height adjustable seatbelts	Front height adjustable seatbelts
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Security System

Immobilizer	SecuriLock immobilizer	Remote panic alarm	Remote panic alarm
Security system	Ford Security Package (1-year included with activation) security system		

Cameras

Rear camera Rear mounted camera

Traction Control

Electronic stability control AdvanceTrac w/Roll Stability Control electronic stability control system with anti-rollover

Occupant Safety

Child door locks ... Manual rear child safety door locks

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Lewis Ford Sales, Inc. | 2479 N Shiloh Dr. Fayetteville Arkansas | 72704

**2026 F-250 4x2 SD Crew Cab 6.75' box 160" WB SRW XL (W2A)**

Price Level: 630

As Configured Vehicle

Code	Description	MSRP
Base Vehicle		
W2A	Base Vehicle Price (W2A)	\$49,890.00
Packages		
600A	Order Code 600A	N/C
Powertrain		
99A	Engine: 6.8L 2V DEVCT NA PFI V8 Gas	Included
44F	Transmission: TorqShift-G 10-Speed Automatic	Included
X37	3.73 Axle Ratio	Included
STDGV	GVWR: 10,000 lb Payload Package	Included
Wheels & Tires		
TD8	Tires: LT245/75Rx17E BSW A/S	Included
64A	Wheels: 17" Argent Painted Steel	Included
Seats & Seat Trim		
A	HD Vinyl 40/20/40 Split Bench Seat	Included
Other Options		
160WB	160" Wheelbase	STD
PAINT	Monotone Paint Application	STD
STDRD	Radio: AM/FM Stereo w/MP3 Player	Included
52B	Trailer Brake Controller	\$300.00
18B	Platform Running Boards	\$445.00
85L	Drop-In Bedliner (Pre-Installed)	\$380.00
153	Front License Plate Bracket	N/C

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2026 F-250 4x2 SD Crew Cab 6.75' box 160" WB SRW XL (W2A)

Price Level: 630

As Configured Vehicle (cont'd)

Code	Description	MSRP
Fleet Options		
WARANT	Fleet Customer Powertrain Limited Warranty	N/C
Emissions		
425	50-State Emissions System	STD
Exterior Color		
Z1_01	Oxford White	N/C
Interior Color		
AS_03	Medium Dark Slate w/HD Vinyl 40/20/40 Split Bench Seat	N/C
Upfit Options		
	line items 17-20 2 front W Vertex VTX9F w flange/ 2 W Vertex VTX9F W flange, seat cover, WT Mats	\$2,646.00
SUBTOTAL		\$53,661.00
Destination Charge		\$2,595.00
TOTAL		\$56,256.00

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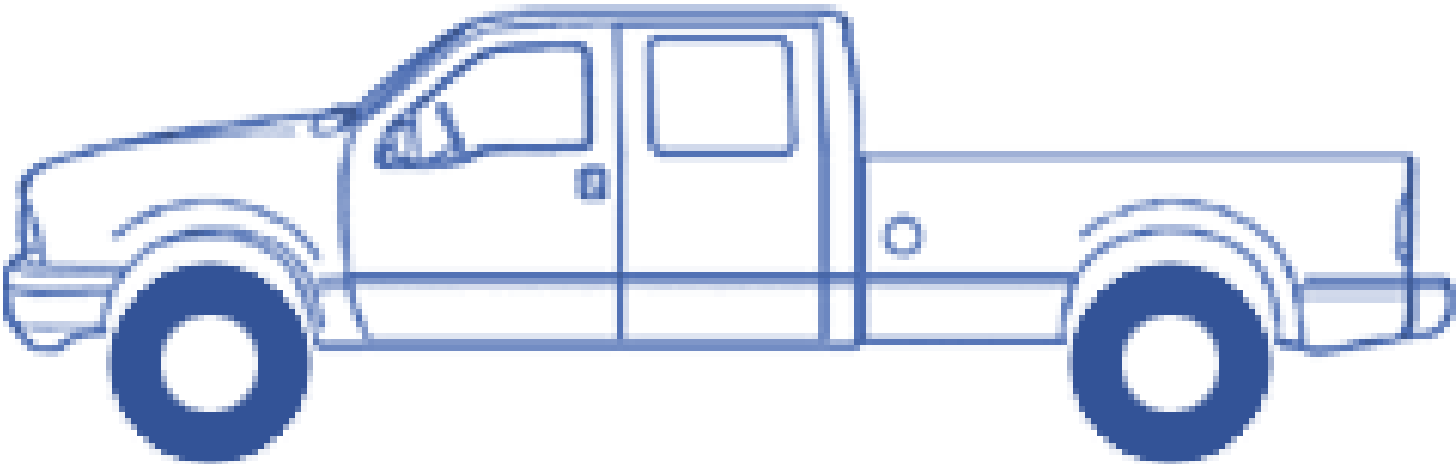


2026 F-250 4x2 SD Crew Cab 6.75' box 160" WB SRW XL (W2A)

Price Level: 630

Vehicle Dimension and Performance Summary

Performance predictions in this report represent an estimate of vehicle performance based on standard operating conditions. Variations in customer equipment, load configuration, ambient conditions, and/or operator driving techniques can cause significant variations in vehicle performance. These values are not representative of results that may be shown in actual dynamometer tests. This report should therefore be used as a guide for comparative vehicle performance.



Light Duty

GVWR 10,000 lbs

GVW Totals

1 Payload - (Added Equipment) 0 lbs

Occupants Weight 900 lbs

Curb Weight (as configured) 6,041 lbs

TOTAL 6,941 lbs

Payload 3,922 lbs

Useable Payload 3,022 lbs

Maximum payload capabilities are for properly equipped vehicles with required equipment and vary based on vehicle configuration, accessories, and option content.

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2026 F-250 4x2 SD Crew Cab 6.75' box 160" WB SRW XL (W2A)

Price Level: 630

Pricing Summary - Single Vehicle

		MSRP
<i>Vehicle Pricing</i>		\$56,256.00
Subtotal		\$56,256.00
<i>Service Plan Adjustments</i>		
Code	Description	MSRP
06771T	Concession Pricing/Lewis Discount	-\$2,985.00
Total		\$53,271.00

Customer Signature

Acceptance Date

From: [Jackson, Ross](#)
To: [Jackson, Ross](#)
Bcc: [Jackson, Ross](#); [Voden, Chelsey](#); ["Patrick Harrington"](#); [Jeff Lee](#); ["CJ Mitchell"](#)
Subject: Ford Ranger Quote 2207 (WSEW_F014)
Date: Monday, October 27, 2025 11:50:00 AM
Attachments: [image001.png](#)

Good morning,

Recently our truck 2207 was involved in an accident that will very likely result in it being totaled. As we await the final insurance results on this, Fleet Operations would like to get quotes on the below item.

Please provide a quote by Friday 10/31/2025 by 12:00 pm. **All quotes shall have FORD FIN/FAN# QC689 code on the quote and corresponding discount applied.** These items will be brought to City Council depending on our internal timelines and pending City Council approval.

1. Ford Ranger XL 2.3 Liter Ecoboost, Automatic transmission, **shall include 67J build code**, Powered door locks, mirrors and windows, Supercrew cab with 5' box, White in color, vinyl floors, RWD, (2) side toolboxes ideally Weather Guard with **STEEL LEGS not aluminum**. Upfit to include Whelen Vertex White / Green strobes (VTX9H) (2) front and (2) rear with surface mounted flanges (VTXFB). (1) Roof mounted Whelen Mini Century lightbar (MC23PF) with third brake light bracket (will have to be modified to fit depending on antenna). Carhartt or equivalent seat covers for front seats. WeatherTech custom fitted floor mats or OEM front floor mats if Weathertech not available for this model.

Thank you,

Ross Jackson Jr., CAFM

Fleet Operations Superintendent
City of Fayetteville, Arkansas 72701
T 479-444-3494
F 479-444-3425
C 479-879-6221



Prepared for: Mr. Ross Jackson, Superintendent, City of Fayetteville
113 West Mountain St
Fayetteville, AR 72701
Office: 479-444-3494 | Mobile: 479-879-6221
Email: rjackson@fayetteville-ar.gov
Ordering FIN Code: qc689

2026 Ranger 4x2 SuperCrew 5' box 128.7" WB XL (R4B)

Price Level: 615



Client Proposal

Prepared by:
PATRICK HARRINGTON
Office: 479-452-1311
Email: patrick@randallford.com
Quote ID: 0092
Date: 10/30/2025



Prepared for: Mr. Ross Jackson

Superintendent, City of Fayetteville

Prepared by: PATRICK HARRINGTON

10/30/2025



Randall Ford Inc | 5500 Rogers Ave Fort Smith Arkansas | 729033748

2026 Ranger 4x2 SuperCrew 5' box 128.7" WB XL (R4B)

Price Level: 615 | Quote ID: 0092

Mr. Ross Jackson, Superintendent, City of Fayetteville

113 West Mountain St

Fayetteville, AR 72701

Office: 479-444-3494 | Mobile: 479-879-6221

Email: rjackson@fayetteville-ar.gov

Ordering FIN Code: qc689

Re: Quote ID 0092 10/30/2025

Dear Mr. Jackson,

Thank you very much for your interest in acquiring a vehicle from our dealership. We concur that your interest is well deserved. We hope that an outstanding product lineup and our dedication to customer service will enhance your ownership experience should you decide to buy a vehicle from us.

Attached, please find additional information that I hope will assist you in making a more informed decision. Please feel free to contact me at any time as I would truly appreciate the opportunity to be of service to you.

Sincerely,

PATRICK HARRINGTON

Fleet & Commercial Account Manager

479-452-1311

patrick@randallford.com

Prepared for: Mr. Ross Jackson

Superintendent, City of Fayetteville

Prepared by: PATRICK HARRINGTON

10/30/2025



Randall Ford Inc | 5500 Rogers Ave Fort Smith Arkansas | 729033748

2026 Ranger 4x2 SuperCrew 5' box 128.7" WB XL (R4B)

Price Level: 615 | Quote ID: 0092

Selected Equip & Specs

Dimensions

- Conventional Capacity: 7,500 lbs.
- Front brake diameter: 12.2"
- Cargo box length: 59.6"
- Cargo box volume: 43.5 cu.ft.
- Cargo box max width: 62.4"
- Cargo box length feet: 5.0
- Vehicle body width: 79.0"
- Wheelbase: 128.7"
- Front track: 63.8"
- Frame section modulus: 5.0 cu.in.
- Front bumper to front axle: 35.8"
- Interior rear cargo volume with seats folded: 43.5 cu.ft.
- Total passenger volume: 98.3 cu.ft.
- Headroom second-row: 38.3"
- Leg room second-row: 34.6"
- Shoulder room second-row: 56.7"
- Hip room second-row: 54.1"
- GCWR: 12,368 lbs.
- Rear brake diameter: 12.1"
- Cargo box min width: 48.2"
- Pickup box depth: 20.9"
- Cargo box tailgate width: 55.4"
- Vehicle body length: 210.6"
- Vehicle body height: 73.9"
- Vehicle turning radius: 21.2'
- Rear track: 63.8"
- Frame yield strength (psi): 49300.0
- Front bumper to back of cab: 143.8"
- Max interior rear cargo volume: 43.5 cu.ft.
- Headroom first-row: 41.0"
- Leg room first-row: 43.7"
- Shoulder room first-row: 57.1"
- Hip room first-row: 55.9"

Powertrain

- Spark ignition system
- Engine cylinders: I-4
- Torque: 310 lb.-ft.@3000 RPM
- Auto stop-start engine
- 10-speed automatic
- Recommended fuel: regular unleaded
- All-speed ABS and driveline traction control
- EcoBoost 2.3L I-4 gasoline direct injection, DOHC, Ti-VCT variable valve control, intercooled turbo, engine with 270HP
- Horsepower: 270 HP@5500 RPM
- Radiator
- Driver selectable drivetrain mode
- Rear-wheel drive
- Easy Fuel capless fuel filler

Fuel Economy and Emissions

- Fuel economy (city/highway/combined): 21 mpg/25 mpg/22 mpg
- Fuel economy combined: 22 mpg
- Gasoline secondary fuel type
- Fuel economy city: 21 mpg
- Fuel economy highway: 25 mpg
- LEV3-SULEV30 emissions

Suspension and Handling

- Standard ride suspension
- Gas-pressurized rear shock absorbers
- Gas-pressurized front shock absorbers

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Superintendent, City of Fayetteville

Prepared by: PATRICK HARRINGTON

10/30/2025



Randall Ford Inc | 5500 Rogers Ave Fort Smith Arkansas | 729033748

2026 Ranger 4x2 SuperCrew 5' box 128.7" WB XL (R4B)

Price Level: 615 | Quote ID: 0092

Selected Equip & Specs (cont'd)

Driveability

- 4-wheel disc brakes
- 4-wheel antilock (ABS) brakes
- Electronic parking brake
- Brake assist system
- Independent front suspension
- Front anti-roll bar
- Rigid axle rear suspension
- Speed sensitive power steering
- Rack-pinion steering
- Front ventilated disc brakes
- Four channel ABS brakes
- Post Collision Braking automatic post-collision braking system
- Hill start assist
- Short and long arm front suspension
- Front coil springs
- Leaf spring rear suspension
- Electric power-assist steering system
- 2-wheel steering system

Body Exterior

- 4 doors
- Pickup bed-rail protectors
- Grey wheel well trim
- Black door handles
- Body-coloured front bumper
- Rear bumper step
- Black grille
- Black door mirrors
- Conventional right rear passenger door
- P255/70RS17 AT BSW front and rear tires
- Standard style pickup box
- Monotone paint
- Black side window trim
- Black windshield trim
- Black rear bumper
- Body-coloured front bumper rub strip
- Standard style side mirrors
- Conventional left rear passenger door
- Tailgate
- 17 x 8-inch front and rear silver steel wheels

Convenience

- SYNC 4 with Enhanced Voice Recognition (Alexa-Built-In) built-in virtual assistant
- Keyfob activated door locks
- Auto-locking doors
- Cruise control with steering wheel mounted controls
- Power first-row windows
- Easy lower tailgate
- Front beverage holders
- 8 beverage holders
- Rear door bins
- Rear beverage holders
- Dashboard storage
- Trip computer
- Over the air updates
- Power door locks with 2 stage unlocking
- All-in-one remote fob and ignition key
- Power tailgate/rear door lock
- Day/Night rearview mirror
- Full floor console
- Fixed rear windshield
- Locking glove box
- Driver and passenger door bins
- Rear under seat tray
- Instrument panel bin
- Retained accessory power
- Cabback insulator
- PRND in IP

Comfort

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Superintendent, City of Fayetteville

Prepared by: PATRICK HARRINGTON

10/30/2025



Randall Ford Inc | 5500 Rogers Ave Fort Smith Arkansas | 729033748

2026 Ranger 4x2 SuperCrew 5' box 128.7" WB XL (R4B)

Price Level: 615 | Quote ID: 0092

Selected Equip & Specs (cont'd)

- Manual climate control
- SYNC 4 with Enhanced Voice Recognition voice-activated climate control
- Full headliner coverage
- Full floor coverage
- Carpet rear seatback upholstery
- Manual tilting steering wheel
- Rear under seat climate control ducts
- Cloth headliner material
- Full vinyl floor covering
- Cloth rear seat upholstery
- Urethane steering wheel
- Manual telescopic steering wheel

Seats and Trim

- Seating capacity: 5
- Driver seat with 6-way directional controls
- Height adjustable front seat head restraints
- Front seat center armrest
- Manual height adjustable driver seat
- Manual reclining passenger seat
- Manual passenger seat fore/aft control
- Height adjustable rear seat head restraints
- Rear seat center armrest
- Cloth front seat upholstery
- Bucket front seats
- Front passenger seat with 6-way directional controls
- Manual front seat head restraint control
- Manual reclining driver seat
- Manual driver seat fore/aft control
- Manual height adjustable control passenger seat
- Fixed rear seats
- Rear bench seat
- Manual driver seat lumbar

Entertainment Features

- 2 total number of 1st row displays
- Primary touchscreen display
- AM/FM
- AM radio
- Seek scan
- Standard grade speakers
- Steering wheel mounted audio controls
- 10.1 inch primary display
- AM/FM stereo radio
- In-vehicle audio
- FM radio
- SYNC 4 external memory control
- Speakers number: 6
- SYNC 4 with Enhanced Voice Recognition voice activated audio controls
- Bluetooth wireless audio streaming
- Speed sensitive volume
- Integrated roof audio antenna

Lighting, Visibility and Instrumentation

- Metal-look instrument panel insert
- Configurable instrumentation gauges
- Full gauge cluster screen
- Compass
- Redundant digital speedometer
- Oil pressure gauge
- Voltmeter
- Gauge cluster display size (inches): 8.00
- Digital/analog instrumentation display
- Trip odometer
- Digital clock
- Exterior temperature display
- Driver information center
- Engine/electric motor temperature gauge
- Transmission fluid temperature gauge
- Deep tinted windows

Prepared for: Mr. Ross Jackson

Superintendent, City of Fayetteville

Prepared by: PATRICK HARRINGTON

10/30/2025



Randall Ford Inc | 5500 Rogers Ave Fort Smith Arkansas | 729033748

2026 Ranger 4x2 SuperCrew 5' box 128.7" WB XL (R4B)

Price Level: 615 | Quote ID: 0092

Selected Equip & Specs (cont'd)

- Reflector headlights
- Autolamp auto on/off headlight control
- * **Auto High Beam auto high-beam headlights**
- Variable intermittent front windshield wipers
- Front reading lights
- Variable instrument panel light
- High mounted center stop light
- Fade interior courtesy lights
- LED low and high beam headlights
- Delay-off headlights
- DRL preference setting
- Illuminated entry
- Rear reading lights
- Daytime running lights
- Front fog lights
- Pickup box cargo light

Technology and Telematics

- SYNC 4 911 Assist emergency SOS system via mobile device
- SYNC 4 AppLink/Apple CarPlay/Android Auto smart device wireless mirroring
- 4G Modem mobile hotspot internet access
- Bluetooth handsfree wireless device connectivity
- Ford App mobile app access
- 2 USB ports

Safety and Security

- Driver front impact airbag
- Safety Canopy System curtain first and second-row overhead airbags
- Seat mounted side impact front passenger airbag
- 6 airbags
- Front height adjustable seatbelts
- 2 seatbelt pre-tensioners
- Vehicle tracker
- Remote panic alarm
- * **BLIS with Trailer Tow Coverage blind spot warning**
- * **Rear collision mitigation**
- * **Driver Alert**
- Reverse Camera rear mounted camera
- * **Rear parking sensors**
- Seat mounted side impact driver airbag
- Passenger front impact airbag
- Airbag occupancy sensor
- Rear seat center 3-point seatbelt
- Front seatbelt pretensioners
- SecuriLock immobilizer
- Security system
- * **Lane-Keeping System**
- Pre-Collision Assist with Automatic Emergency Braking (AEB) forward collision mitigation
- Pedestrian impact prevention
- Restricted driving mode
- AdvanceTrac w/Roll Stability Control electronic stability control system with anti-rollover
- Manual rear child safety door locks

Dimensions

General Weights

Curb weight	4,203 lbs.	Rear curb weight	1,855 lbs.
GVWR	6,050 lbs.	Payload	1,805 lbs.

Trailer Weights

Conventional capacity	7,500 lbs.	GCWR	12,368 lbs.
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Superintendent, City of Fayetteville

Prepared by: PATRICK HARRINGTON

10/30/2025



Randall Ford Inc | 5500 Rogers Ave Fort Smith Arkansas | 729033748

2026 Ranger 4x2 SuperCrew 5' box 128.7" WB XL (R4B)

Price Level: 615 | Quote ID: 0092

Selected Equip & Specs (cont'd)*Front Weights*

Front curb weight	2,377 lbs.	GAWR front	2,930 lbs.
Axle capacity front	3,130 lbs.	Spring rating front	2,930 lbs.
Tire/wheel capacity front	3,130 lbs.		

Rear Weights

GAWR rear	3,500 lbs.	Axle capacity rear	3,500 lbs.
Spring rating rear	3,500 lbs.	Tire/wheel capacity rear	3,571 lbs.

Off Road

Min ground clearance	8.8"	Loading floor height	34.0 "
Approach angle	29.2	Departure angle	25.1

Exterior Measurements

Vehicle body length	210.6"	Vehicle body width	79.0"
Vehicle body height	73.9"	Wheelbase	128.7"
Front brake diameter	12.2"	Cargo box length	59.6"
Rear brake diameter	12.1"	Cargo box min width	48.2"
Cargo box volume	43.5 cu.ft.	Pickup box depth	20.9"
Cargo box max width	62.4"	Cargo box tailgate width	55.4"
Cargo box length feet	5.0	Front track	63.8"
Rear track	63.8"	Vehicle turning radius	21.2'
Frame section modulus	5.0 cu.in.	Frame yield strength (psi)	49300.0
Front bumper to front axle	35.8"	Front bumper to back of cab	143.8"

Interior Measurements

Max interior rear cargo volume	43.5 cu.ft.	Interior rear cargo volume with seats folded	43.5 cu.ft.
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Interior Volume

Total passenger volume	98.3 cu.ft.
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Headroom

Headroom first-row	41.0"	Headroom second-row	38.3"
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Legroom

Leg room first-row	43.7"	Leg room second-row	34.6"
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Shoulder Room

Shoulder room first-row	57.1"	Shoulder room second-row	56.7"
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Hip Room

Hip room first-row	55.9"	Hip room second-row	54.1"
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Powertrain*Engine*

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Selected Equip & Specs (cont'd)Engine ... EcoBoost 2.3L I-4 gasoline direct injection,
DOHC, Ti-VCT variable valve control, intercooled
turbo, engine with 270HP

Engine cylinders I-4

Ignition Spark ignition system

Engine block material Aluminum engine block

Engine Specs

Displacement 2.3L

Bore 3.44"

Compression ratio 10.0

Engine Power

Horsepower 270 HP@5500 RPM

Alternator

Alternator type Regular duty alternator

Battery

Battery type Lead acid battery

Engine Extras

Radiator Radiator

Drivetrain selectable Driver selectable drivetrain mode

Transmission

Transmission 10-speed automatic

Overdrive transmission Overdrive transmission

First gear ratio 4.714

Third gear ratio 2.149

Fifth gear ratio 1.521

Reverse gear ratio 4.885

Eighth gear ratio 0.853

Tenth gear ratio 0.636

Sequential shift control ... SelectShift Sequential shift
control**Drive Type**

Drive type Rear-wheel drive

Drivetrain

Axle ratio 3.73

Valves per cylinder 4

Engine location Front mounted engine

Engine mounting direction Longitudinal mounted
engine

Cylinder head material Aluminum cylinder head

cc 140 cu.in.

Stroke 3.7"

SAEJ1349 AUG2004 compliant

Torque 310 lb.-ft. @3000 RPM

Battery run down protection Battery run down
protection

Start-stop engine Auto stop-start engine

Transmission electronic control Transmission
electronic control

Lock-up transmission Lock-up transmission

Second gear ratio 2.997

Fourth gear ratio 1.769

Sixth gear ratio 1.275

Seventh gear ratio 1

Ninth gear ratio 0.689

Selectable mode transmission Selectable mode
transmission

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2026 Ranger 4x2 SuperCrew 5' box 128.7" WB XL (R4B)

Price Level: 615 | Quote ID: 0092

Selected Equip & Specs (cont'd)

Exhaust

Tailpipe Stainless steel single exhaust

Fuel

Fuel type regular unleaded

Fuel Tank

Capless fuel filler Easy Fuel capless fuel filler Fuel tank capacity 17.99 gal.

Drive Feature

Traction control All-speed ABS and driveline traction control

Fuel Economy and Emissions

Fuel Economy

Secondary fuel type Gasoline secondary fuel type Fuel economy combined 22 mpg
Fuel economy city 21 mpg Fuel economy highway 25 mpg
Fuel economy (city/highway/combined) 21 mpg/25 mpg/22 mpg Fuel economy status Previous year fuel economy status

Emissions

Emissions LEV3-SULEV30 emissions Emissions tiers Tier 3 Bin 30 emissions

Green Values

Greenhouse gas score 5.00 GG Energy Impact Score (Barrels per year) 13.5
Carbon FP / Tailpipe and upstream total GHG (CO2, tons per year) 8.0

Suspension and Handling

Suspension

Suspension Standard ride suspension Front shock absorbers Gas-pressurized front shock absorbers
Rear shock absorbers Gas-pressurized rear shock absorbers

Driveability

Brakes

Brake type 4-wheel disc brakes Ventilated brakes Front ventilated disc brakes
ABS brakes Four channel ABS brakes Electronic parking brake Electronic parking brake
ABS brakes 4-wheel antilock (ABS) brakes Post collision braking system Post Collision Braking automatic post-collision braking system

Brake Assistance

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2026 Ranger 4x2 SuperCrew 5' box 128.7" WB XL (R4B)

Price Level: 615 | Quote ID: 0092

Selected Equip & Specs (cont'd)

Hill start assist	Hill start assist	Brake assist system	Brake assist system
Front Suspension			
Front anti-roll	Front anti-roll bar	Suspension ride type front	Independent front suspension
Suspension type front	Short and long arm front suspension		
Front Spring			
Regular front springs	Regular front springs	Springs front	Front coil springs
Rear Spring			
Springs rear	Rear leaf springs	Rear springs	Regular grade rear springs
Rear Suspension			
Suspension type rear	Leaf spring rear suspension	Suspension ride type rear	Rigid axle rear suspension
Steering			
Steering	Electric power-assist steering system	Steering type	Rack-pinion steering
Speed sensitive steering	Speed sensitive power steering	Steering type number of wheels	2-wheel steering system

Exterior

Front Wheels			
Front wheels diameter	17"	Front wheels width	8"
Rear Wheels			
Rear wheels diameter	17"	Rear wheels width	8"
Front And Rear Wheels			
Appearance	silver	Material	steel
Front Tires			
Aspect	70	Diameter	17"
Sidewalls	BSW	Speed	S
Tread	AT	Type	P
Width	255mm		
Rear Tires			
Aspect	70	Diameter	17"
Sidewalls	BSW	Speed	S
Tread	AT	Type	P
Width	255mm		

Body Exterior

Trailer

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Selected Equip & Specs (cont'd)

Towing trailer sway Trailer sway control

Exterior Features

Box style Standard style pickup box

Number of doors 4 doors

Body

Body panels Galvanized steel and aluminum body panels with side impact beams

Spare Tire

Spare tire Full-size spare tire with steel wheel

Spare tire location Crank-down spare tire

Convenience

Technology

Built-in virtual assistant SYNC 4 with Enhanced Voice Recognition (Alexa-Built-In) built-in virtual assistant

Door Locks

Door locks ... Power door locks with 2 stage unlocking

All-in-one key ... All-in-one remote fob and ignition key

Tailgate control Power tailgate/rear door lock

Keyfob door locks Keyfob activated door locks

Auto door locks Auto-locking doors

Cruise Control

Cruise control Cruise control with steering wheel mounted controls

Rear View Mirror

Day/Night rearview mirror ... Day/Night rearview mirror

Exterior Mirrors

Door mirrors Power door mirrors

Folding door mirrors Manual folding door mirrors

Front Side Windows

First-row windows Power first-row windows

Floor Console

Floor console Full floor console

Floor console storage ... Covered floor console storage

Overhead Console

Overhead console Full overhead console

Overhead console storage Overhead console storage

Power Outlets

12V power outlets 1 12V power outlet

Pickup Box

Easy lower tailgate Easy lower tailgate

Rear Windshield

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Selected Equip & Specs (cont'd)

Rear windshield Fixed rear windshield

Storage

Door bins front Driver and passenger door bins
Number of beverage holders 8 beverage holders
Beverage holders rear Rear beverage holders
Instrument panel storage Instrument panel bin
Under seat tray rear Rear under seat tray

Door bins rear Rear door bins
Beverage holders Front beverage holders
Glove box Locking glove box
Dashboard storage Dashboard storage

Windows Feature

One-touch up window Driver and passenger one-touch up windows

One-touch down window Driver and passenger one-touch down windows

Windows Rear Side

Second-row windows Power second-row windows

Miscellaneous

Trip computer Trip computer
PRND in IP PRND in IP
Over the air updates Over the air updates

Cabback insulator Cabback insulator
Accessory power Retained accessory power

Comfort

Climate Control

Climate control Manual climate control

Voice activated climate control SYNC 4 with Enhanced Voice Recognition voice-activated climate control

Rear under seat ductsRear under seat climate control ducts

Headliner

Headliner material Cloth headliner material

Headliner coverage Full headliner coverage

Floor Trim

Floor covering Full vinyl floor covering

Floor coverage Full floor coverage

Second-Row Seat Trim

Rear seat upholstery Cloth rear seat upholstery

Rear seatback upholstery Carpet rear seatback upholstery

Steering Wheel

Steering wheel material Urethane steering wheel

Steering wheel telescopic Manual telescopic steering wheel

Steering wheel tilt Manual tilting steering wheel

Seats and Trim

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Selected Equip & Specs (cont'd)

Seat Capacity

Seating capacity 5

Front Seats

Driver seat direction Driver seat with 6-way directional controls
Driver seat fore/aft control Manual driver seat fore/aft control
Split front seats Bucket front seats

Height adjustable passenger seat Manual height adjustable control passenger seat
Front head restraints Height adjustable front seat head restraints
Armrests front center Front seat center armrest

Height adjustable driver seat Manual height adjustable driver seat
Passenger seat direction Front passenger seat with 6-way directional controls
Reclining passenger seat Manual reclining passenger seat
Passenger seat fore/aft control Manual passenger seat fore/aft control
Front head restraint control Manual front seat head restraint control
Reclining driver seat Manual reclining driver seat

Rear Seats

Bench seats Rear bench seat
Folding second-row seats Full folding rear seats
Rear seat folding position Fold-up rear seat cushion

Rear head restraint control Manual rear seat head restraint control
Armrests rear Rear seat center armrest

Rear seats fixed or removable Fixed rear seats
Rear seat direction Front facing rear seat
Rear head restraints Height adjustable rear seat head restraints
Number of rear head restraints 3 rear seat head restraints

Lumbar Seats

Driver lumbar Manual driver seat lumbar

Front Seat Trim

Front seat upholstery Cloth front seat upholstery

Front seatback upholstery Cloth front seatback upholstery

Interior Accents

Interior accents Chrome interior accents

Gearshifter Material

Gearshifter material Urethane gear shifter material

Entertainment Features

Displays

Primary touchscreen display Primary touchscreen display
Primary display size 10.1 inch primary display

Number of first-row displays 2 total number of 1st row displays

Radio Features

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Selected Equip & Specs (cont'd)

External memory SYNC 4 external memory control

Seek scan Seek scan

Speakers

Speakers Standard grade speakers

Speakers number 6

Audio Features

Steering mounted audio control Steering wheel mounted audio controls

Speed sensitive volume Speed sensitive volume

Voice activated audio SYNC 4 with Enhanced Voice Recognition voice activated audio controls

Wireless streaming Bluetooth wireless audio streaming

Lighting, Visibility and Instrumentation

Instrument Panel Trim

Panel insert Metal-look instrument panel insert

Instrumentation

Trip odometer Trip odometer

Instrumentation display Digital/analog instrumentation display

Configurable instrumentation gauges Configurable instrumentation gauges

Instrumentation Displays

Speedometer Redundant digital speedometer
Driver information center Driver information center
Compass Compass

Temperature display Exterior temperature display
Clock Digital clock

Instrumentation Gauges

Oil pressure gauge Oil pressure gauge

Transmission temperature gauge Transmission fluid temperature gauge

Voltmeter Voltmeter

Engine/electric motor temperature gauge Engine/electric motor temperature gauge

Gauge cluster display size (inches) 8.00

Instrumentation Warnings

Engine temperature warning Engine temperature warning
Low fuel warning Low fuel warning
Low brake fluid warning Low brake fluid warning
Headlights on reminder Headlights on reminder
Bulb warning Bulb failure warning
Service interval warning Service interval indicator

Oil pressure warning Oil pressure warning

Low washer fluid warning Low washer fluid warning
Battery charge warning Battery charge warning
Key in vehicle warning Key in vehicle warning
Door ajar warning Door ajar warning
Low tire pressure warning Tire specific low air pressure warning

Glass

Tinted windows Deep tinted windows

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Selected Equip & Specs (cont'd)

Headlights

Headlights	LED low and high beam headlights	Headlight type	Reflector headlights
Auto headlights	Autolamp auto on/off headlight control	Delay off headlights	Delay-off headlights
* Auto high-beam headlights	Auto High Beam auto high-beam headlights	DRL preference setting	DRL preference setting

Front Windshield

Wipers Variable intermittent front windshield wipers

Interior Lighting

Illuminated entry	Illuminated entry	Variable panel light	Variable instrument panel light
Front reading lights	Front reading lights	Rear reading lights	Rear reading lights

Lights

Running lights	Daytime running lights	Interior courtesy lights	Fade interior courtesy lights
Fog lights	Front fog lights	High mount stop light	High mounted center stop light
Pickup box cargo light	Pickup box cargo light		

Technology and Telematics

Connectivity

Handsfree	Bluetooth handsfree wireless device connectivity	Smart device integration	SYNC 4 AppLink/Apple CarPlay/Android Auto smart device wireless mirroring
Emergency SOS	SYNC 4 911 Assist emergency SOS system via mobile device		

Internet Access

Internet access 4G Modem mobile hotspot internet access

USB Ports

USB ports 2 USB ports

Safety and Security

Airbags

Front impact airbag driver	Driver front impact airbag	Number of airbags	6 airbags
Front impact airbag passenger	Passenger front impact airbag	Front side impact airbag driver	Seat mounted side impact driver airbag
Front side impact airbag passenger	Seat mounted side impact front passenger airbag	Occupancy sensor	Airbag occupancy sensor
Overhead airbags	Safety Canopy System curtain first and second-row overhead airbags		

Seatbelts

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Selected Equip & Specs (cont'd)

3-point seatbelt	Rear seat center 3-point seatbelt	Height adjustable seatbelts	Front height adjustable seatbelts
Seatbelt pretensioners	Front seatbelt pretensioners	Seatbelt pretensioners number	2 seatbelt pretensioners

Security System

Immobilizer	SecuriLock immobilizer	Remote panic alarm	Remote panic alarm
Vehicle tracker	Vehicle tracker	Security system	Security system

Active Driving Assistance

* Lane departure	Lane-Keeping System	* Blind spot	BLIS with Trailer Tow Coverage blind spot warning
Forward collision warning	Pre-Collision Assist with Automatic Emergency Braking (AEB) forward collision mitigation	* Rear collision warning	Rear collision mitigation
Pedestrian detection	Pedestrian impact prevention	* Driver attention monitor	Driver Alert
Restricted driving mode	Restricted driving mode		

Cameras

Rear camera	Reverse Camera rear mounted camera
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Traction Control

Electronic stability control	AdvanceTrac w/Roll Stability Control electronic stability control system with anti-rollover
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Parking Sensors

* Parking sensors	Rear parking sensors
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Occupant Safety

Child door locks	Manual rear child safety door locks
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Price Level: 615 | Quote ID: 0092

Pricing Summary - Single Vehicle

		MSRP
<i>Vehicle Pricing</i>		
Base Vehicle Price		\$33,350.00
Options		\$625.00
Colors		\$0.00
Upfitting		\$0.00
Fleet Discount		\$0.00
Fuel Charge		\$0.00
Destination Charge		\$1,895.00
Subtotal		\$35,870.00
<i>Pre-Tax Adjustments</i>		
Code	Description	MSRP
Fleet Discounts	Fleet & Commercial Discounts	-\$2,017.00
GPC QC689	Government Price Concession	-\$2,000.00
Misc	Misc	\$5,906.00
<i>Weather tec front floor mats, CoverCraft set covers front Whelen vertex white/green strobes VTX9H VTXFB, (2) Front mounted,(2) rear mounted Roof Mounted Whelen mini century lightbar MC23PF With third brake light bracket 175-3-04 White steel lo-sided side bobes 4 cu ft weather guard</i>		
Total		\$37,759.00

Customer Signature

Acceptance Date

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Price Level: 615 | Quote ID: 0092

Major Equipment

(Based on selected options, shown at right)

10-speed automatic

* 17 x 8-inch front and rear silver steel wheels

* Overdrive transmission

* Transmission electronic control

* All-speed ABS and driveline traction control

* Battery run down protection

* Auto stop-start engine

* Steering wheel mounted audio controls

* 10.1 inch primary display

* AM/FM

* SYNC 4 external memory control

* Wheelbase: 128.7"

* Tire/wheel capacity rear: 3,571 lbs.

* Spring rating front: 2,930 lbs.

* Trip computer

* Manual folding door mirrors

* Daytime running lights

* Variable intermittent front windshield wipers

* Rear under seat climate control ducts

* Seat mounted side impact driver airbag

* Seat mounted side impact front passenger airbag

Exterior: Oxford White

Interior: Ebony w/Cloth Front Bucket Seats

* P255/70RS17 AT BSW front and rear tires

* Lock-up transmission

* Stainless steel single exhaust

* Lead acid battery

* Fuel tank capacity: 17.99 gal.

* Driver selectable drivetrain mode

* Bluetooth wireless audio streaming

* AM/FM stereo radio

* Seek scan

* Vehicle body length: 210.6"

* Axle capacity rear: 3,500 lbs.

* Axle capacity front: 3,130 lbs.

* Standard ride suspension

* Power door mirrors

* DRL preference setting

* Deep tinted windows

* Manual climate control

* Driver front impact airbag

* Passenger front impact airbag

* Airbag occupancy sensor

As Configured Vehicle

MSRP

STANDARD VEHICLE PRICE \$33,350.00

Equipment Group 100A Standard N/C

Engine: 2.3L EcoBoost Included

Transmission: Electronic 10-Speed Automatic Included

3.73 Axle Ratio Included

GVWR: 6,050 lbs Included

Tires: 255/70R17 All-Terrain BSW Included

Wheels: 17" Black-Painted Steel Included

Cloth Front Bucket Seats Included

128" Wheelbase STD

Monotone Paint Application STD

Radio: AM/FM Stereo Included

50-State Emissions System STD

STX Appearance Package Included

SYNC 4A Included

Halogen Fog Lamps Included

LED Reflector Headlamps Included

STX Fender Badge Included

Ebony w/Cloth Front Bucket Seats N/C

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Price Level: 615 | Quote ID: 0092

Major Equipment

- | | |
|--|---|
| * 6 airbags | * AdvanceTrac w/Roll Stability Control electronic stability control system with anti-rollover |
| * Manual rear child safety door locks | * SecuriLock immobilizer |
| * Fixed rear seats | * Full folding rear seats |
| * Front facing rear seat | * Fold-up rear seat cushion |
| * Height adjustable rear seat head restraints | * Manual rear seat head restraint control |
| * 3 rear seat head restraints | * Rear bench seat |
| * Rear seat center armrest | * Bucket front seats |
| * Driver seat with 6-way directional controls | * Front passenger seat with 6-way directional controls |
| * Height adjustable front seat head restraints | * Manual front seat head restraint control |
| * Front seat center armrest | * Manual reclining driver seat |
| * Manual height adjustable driver seat | * Manual driver seat fore/aft control |
| * Manual reclining passenger seat | * Manual height adjustable control passenger seat |
| * Manual passenger seat fore/aft control | * Cloth front seat upholstery |
| * Cloth front seatback upholstery | * Manual driver seat lumbar |
| * 4-wheel disc brakes | * 4-wheel antilock (ABS) brakes |
| * Electronic parking brake | * Brake assist system |
| * Hill start assist | |

As Configured Vehicle

MSRP

Oxford White	N/C
Ford Co-Pilot360	\$625.00
Blind Spot Information System (BLIS)	Included
Lane-Keeping System	Included
Reverse Park Aid	Included
Auto High-Beam Headlamps	Included
SUBTOTAL	\$33,975.00
Destination Charge	\$1,895.00
TOTAL	\$35,870.00

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Fuel Economy

City

21 mpg



Hwy

25 mpg

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Superior Automotive Group

Jeff Lee | 479-393-8282 | jlee@drivesuperior.com

[Fleet] 2026 Ford Ranger (R4B) XL 2WD SuperCrew 5' Box ( Complete)

Quote Worksheet

	MSRP
Base Price	\$33,350.00
Dest Charge	\$1,895.00
Total Options	\$625.00
Subtotal	\$35,870.00
FORD GOV DISCOUNT City of Fayetteville FIN QC689	(\$2,000.00)
Ford Ranger Upfit Quote Superior Upfit - Please See Attached Upfit Quote Sheet	\$4,784.84
Subtotal Pre-Tax Adjustments	\$2,784.84
Less Customer Discount	\$0.00
Subtotal Discount	\$0.00
Trade-In	\$0.00
Excluded from Sales Tax	Subtotal Trade-In
	\$0.00
	Taxable Price
	\$38,654.84
Sales Tax	\$0.00
Subtotal Taxes	\$0.00
Subtotal Post-Tax Adjustments	\$0.00
Total Sales Price	\$38,654.84



10/30/2025

Dealer Signature / Date

Customer Signature / Date

Round 1 Build for 2026 Ford Rangers will be Mid January and expect unit in stock by Late Feb to Mid March.

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 26854. Data Updated: Oct 29, 2025 7:04:00 PM PDT.



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[Fleet] 2026 Ford Ranger (R4B) XL 2WD SuperCrew 5' Box (✔ Complete)

Window Sticker

SUMMARY

[Fleet] 2026 Ford Ranger (R4B) XL 2WD SuperCrew 5' Box MSRP:\$33,350.00

Interior:Ebony, Cloth Front Bucket Seats

Exterior 1:Oxford White

Exterior 2:No color has been selected.

Engine: 2.3L EcoBoost

Transmission: Electronic 10-Speed Automatic

OPTIONS

CODE	MODEL	MSRP
R4B	[Fleet] 2026 Ford Ranger (R4B) XL 2WD SuperCrew 5' Box	\$33,350.00
OPTIONS		
100A	Equipment Group 100A Standard	\$0.00
153	Front License Plate Bracket	\$0.00
44T	Transmission: Electronic 10-Speed Automatic	\$0.00
67J	Ford Co-Pilot360	\$625.00
99H	Engine: 2.3L EcoBoost	\$0.00
BH	Ebony, Cloth Front Bucket Seats	\$0.00
YZ	Oxford White	\$0.00
—	3.73 Axle Ratio	\$0.00
—	Tires: 255/70R17 All-Terrain BSW	\$0.00
—	Fleet Advertising Credit	\$0.00

SUBTOTAL	\$33,975.00
Adjustments Total	\$0.00
Destination Charge	\$1,895.00
TOTAL PRICE	\$35,870.00

FUEL ECONOMY

Est City:21 (2025) MPG

Est Highway:25 (2025) MPG

Est Highway Cruising Range:450.00 mi

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Data Version: 26854. Data Updated: Oct 29, 2025 7:04:00 PM PDT.

SUPERIOR

AUTOMOTIVE GROUP

Fleet and Commercial Sales



Attn: CITY OF FAYETTEVILLE

10/28/2025

JV

Vehicle

SOURCEWELL ID 090122-WHL

2025/26 RANGER

Emergency Equipment Upfit

Qty	Description	Price Total
1	WHELEN MC23PF MINI CENTURY PERMANENT MOUNT	\$ 418.90
	ACARI 3RD BRAKE MOUNT AT-FORD-R	\$ 350.00
4	VTX9H GREEN/WHITE VERTEX LIGHTS FRONT AND REAR	\$ 408.28
4	VTXFB VERTEX FLANGE MOUNTS	\$ 33.04
1	WEATHERTECH FRONT MATS 4418491V	\$ 114.62
1	WEATHERTECH REAR MAT 4418492V	\$ 75.00
2	WEATHERGUARD 185-5-04 41" SIDE TOOL BOX	\$ 1,650.00
	includes TBSM-MK2 tool box brace kit	
	est freight	\$ 50.00
	SHOP SUPPLIES	\$ 110.00
	INSTALLATION LABOR	\$ 1,575.00

Total Upfit \$ 4,784.84

Jeremy Mcallister/John Vest
 Superior Automotive Group
 Fleet and Upfitting
 304 S Lincoln St
 Lowell AR 72745
 Cell: JM 479-616-4348 JV 479-549-8335

McGaugh, Les

From: Bolinger, Chuck <CBolinger@penskeautomotive.com>
Sent: Friday, May 20, 2022 9:07 AM
To: McGaugh, Les
Subject: FW: Immediate 2023MY Fleet Order Cutoff for Select Vehicle Lines

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.

Well not good news

Thanks

Chuck Bolinger

From: Robert E. Wheeler <robert.e.wheeler@gm.com>
Sent: Friday, May 20, 2022 8:29 AM
Subject: Immediate 2023MY Fleet Order Cutoff for Select Vehicle Lines

WARNING: This is from an **EXTERNAL** source. Please exercise caution opening attachments or clicking links and forward suspicious emails with the PhishAlarm button or emailing itssecurity@penskeautomotive.com

Immediate 2023MY Order Cutoff for all fleet order types for the following select vehicle lines and all models:

- Cadillac CT5
- Cadillac Escalade ESC
- Cadillac Escalade ESV
- Buick Enclave
- Chevrolet Tahoe
- Chevrolet PPV
- Chevrolet Suburban

Orders placed today, May 20, 2022 are at risk of cancellation.

Please contact your Customer Support Representative or 800-FLEET-OP if you have questions or concerns.

Don Kaiser
Manager- Customer Support Team

Nothing in this message is intended to constitute an electronic signature unless a specific statement to the contrary is

included in this message.

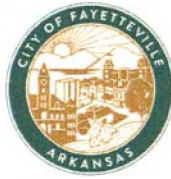
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2555 Telegraph Road, Bloomfield Hills, MI 48302.

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

Ordinance: 6491

File Number: 2021-0718

BID WAIVER FOR FLEET VEHICLES:

AN ORDINANCE TO WAIVE COMPETITIVE BIDDING AND AUTHORIZE THE PURCHASE OF NEW VEHICLES THROUGH VARIOUS MANUFACTURERS' AUTHORIZED DEALER NETWORKS, BUT TO REQUIRE INFORMAL QUOTES OR BIDS FOR SIMILAR VEHICLES, AND TO AUTHORIZE THE MAYOR TO EXECUTE ANY AGREEMENTS NECESSARY TO PARTICIPATE IN GOVERNMENT FLEET PROGRAMS

WHEREAS, new vehicles are available at a discounted rate directly from various manufacturers' authorized dealer networks through government fleet programs; and

WHEREAS, not all dealers are part of an authorized dealer network and using the government fleet programs ensures consistent pricing and includes other benefits like technician training, access to available inventories statewide, increased standard warranties, and discounts on diagnostic software and parts; and

WHEREAS, dealers do not have pricing prior to an ordering window, which is often not open long enough to complete the full bidding process, and the pricing that would be submitted in the bidding process will be the same as through a government fleet program; and

WHEREAS, authorizing purchases through government fleet programs without competitive bidding will allow the Fleet Division to place orders within short ordering windows, purchase existing inventory when available, obtain quotes quickly from different manufacturers based on the specific needs of a division or department, and ensure staff has the equipment needed to maintain a high level of service to Fayetteville residents and businesses.

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 finds the above circumstances make competitive bidding not feasible or practical and therefore waives the requirements of formal competitive bidding and authorizes the purchase of new vehicles through the various vehicle manufacturers' authorized dealer networks, and further authorizes the Fleet Division to solicit informal bids or quotes prior to the purchase of vehicles without the need for further approval by the City Council.

Section 2: that the City Council of the City of Fayetteville, Arkansas hereby authorizes Mayor Jordan to sign any agreements or documents necessary to participate in the government fleet programs.

PASSED and APPROVED on 10/5/2021

Approved:



Lioneld Jordan, Mayor

Attest:



Kara Paxton, City Clerk Treasurer





City of Fayetteville, Arkansas

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

Text File

File Number: 2021-0718

Agenda Date: 10/5/2021

Version: 1

Status: Passed

In Control: City Council Meeting

File Type: Ordinance

Agenda Number: C.4

BID WAIVER FOR FLEET VEHICLES:

AN ORDINANCE TO WAIVE COMPETITIVE BIDDING AND AUTHORIZE THE PURCHASE OF NEW VEHICLES THROUGH VARIOUS MANUFACTURERS' AUTHORIZED DEALER NETWORKS, BUT TO REQUIRE INFORMAL QUOTES OR BIDS FOR SIMILAR VEHICLES, AND TO AUTHORIZE THE MAYOR TO EXECUTE ANY AGREEMENTS NECESSARY TO PARTICIPATE IN GOVERNMENT FLEET PROGRAMS

WHEREAS, new vehicles are available at a discounted rate directly from various manufacturers' authorized dealer networks through government fleet programs; and

WHEREAS, not all dealers are part of an authorized dealer network and using the government fleet programs ensures consistent pricing and includes other benefits like technician training, access to available inventories statewide, increased standard warranties, and discounts on diagnostic software and parts; and

WHEREAS, dealers do not have pricing prior to an ordering window, which is often not open long enough to complete the full bidding process, and the pricing that would be submitted in the bidding process will be the same as through a government fleet program; and

WHEREAS, authorizing purchases through government fleet programs without competitive bidding will allow the Fleet Division to place orders within short ordering windows, purchase existing inventory when available, obtain quotes quickly from different manufacturers based on the specific needs of a division or department, and ensure staff has the equipment needed to maintain a high level of service to Fayetteville residents and businesses.

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 finds the above circumstances make competitive bidding not feasible or practical and therefore waives the requirements of formal competitive bidding and authorizes the purchase of new vehicles through the various vehicle manufacturers' authorized dealer networks, and further authorizes the Fleet Division to solicit informal bids or quotes prior to the purchase of vehicles without the need for further approval by the City Council.

Section 2: that the City Council of the City of Fayetteville, Arkansas hereby authorizes Mayor Jordan to sign any agreements or documents necessary to participate in the government fleet programs.



MEETING OF NOVEMBER 25, 2025

TO: Mayor Rawn and City Council
THRU: Peter Nierengarten, Environmental Director
FROM: Daryl Brigman, Financial Analyst - RTC
SUBJECT: **A resolution to approve an agreement between the City of Fayetteville, Arkansas and Ozark Dumpster Service LLC to haul and dispose of solid waste in the City of Fayetteville**

RECOMMENDATION:

Staff recommends City Council approval of a resolution with Ozark Dumpster Service LLC for the hauling and disposal of solid waste in the City of Fayetteville.

BACKGROUND:

City Code 50. 29 - Private Collectors; Contract with City Required No person, except a duly authorized agent or employee of the city, shall empty garbage or trash receptacles, or convey or transport garbage or trash on the streets or public thoroughfares of the city, without a written contract with the city. (Code 1965, § 10- 46; Ord. No. 1194, 4- 6- 59; Code 1991, § 50. 29)

In accordance with this City Code, Ozark Dumpster Service LLC has submitted a request for a contract to haul solid waste within the city limits of Fayetteville.

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

DISCUSSION:

The hauling contract will permit Ozark Dumpster Service LLC to collect and haul Class 1 and Class 4 solid waste using open-top roll-off style containers with capacities of 12 cubic yards or greater, or roll-off style compactors with capacities of 12 cubic yards or greater. 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.

The agreement requires Ozark Dumpster Service LLC 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 will be 2 years with automatic renewals for 2 additional 2- year terms. Staff proposes approval for Ozark Dumpster Service LLC to haul and dispose of solid waste within the City of Fayetteville per the terms of the attached agreement.

BUDGET/STAFF IMPACT:

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov

None

ATTACHMENTS: 3. Staff Review Form, 4. Ozark Dumpster Service LLC 2025 Hauler Agreement

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2025-2292

A RESOLUTION TO APPROVE AN AGREEMENT WITH OZARK DUMPSTER SERVICE LLC FOR THE HAULING AND DISPOSAL OF SOLID WASTE IN THE CITY OF FAYETTEVILLE FOR A PERIOD OF 2 YEARS WITH AUTOMATIC RENEWALS FOR TWO ADDITIONAL 2 YEAR TERMS

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves an agreement with Ozark Dumpster Service LLC, a copy of which is attached to this Resolution, for the hauling and disposal of solid waste in the City of Fayetteville for a period of 2 years with automatic renewals for two additional 2 year terms.

City of Fayetteville Staff Review Form

2025-2292

Item ID

12/2/2025

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

Daryl Brigman

11/3/2025

RECYCLING/TRASH COLLECTION (750)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A resolution to approve an agreement between the City of Fayetteville, Arkansas and Ozark Dumpster Service LLC to haul and dispose of solid waste in the City 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:

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

This Agreement (the "Agreement"), is entered into on this ____ day of _____ 2025, between the **City of Fayetteville, Arkansas**, a municipal corporation (the "City"), and Ozark Dumpster Service LLC (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. (iii) Hauler's worksheet calculating the fees remitted; (iv) a list of payments received and locations from customers within the City; (v) such list shall clearly indicate whether each payment was from a permanent or temporary customer, and (vi) 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, 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." Any Confidential Information provided by Hauler to the City or the third-party external auditor will only be reviewed by City financial staff and will not be made available to City solid waste 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 Matthew Collier / Justin Hollenbeck. 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 as 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

Ozark Dumpster Service
Attn: Matthew Collier / Justin Hollenbeck
PO BOX 895
Springdale, AR 72764

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

Ozark Dumpster Service LLC

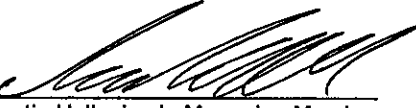
By: _____
MOLLY RAWN, Mayor

By: 
Matthew Collier, Managing Member

ATTEST:

WITNESS:

By: _____
KARA PAXTON, City Clerk/Treasurer

By: 
Justin Hollenbeck, Managing Member



MEETING OF NOVEMBER 25, 2025

TO: Mayor Rawn and City Council
THRU: Peter Nierengarten, Environmental Director
FROM: Brian Pugh, Waste Reduction Coordinator
SUBJECT: **Approval of an amendment to an agreement with Ozark Compost and Swap, LLC for residential food waste curbside collection provided to residents via the utility billing system.**

RECOMMENDATION:

Staff recommends approval of an amendment to the agreement with Ozark Compost and Swap, LLC for residential food waste curbside collection provided to residents via the utility billing system.

BACKGROUND:

The City of Fayetteville has a 40% Diversion from landfill goal which includes efforts to expand the composting program to recover more food waste for better quality compost. Staff began a residential drop off in 2020 which allowed an opportunity for residents to participate by diverting food waste from their homes. After completing a pilot in 2025 for curbside residential food waste collection with Ozark Compost and Swap (OCS), the composting program will expand on the current model making diverting food waste more convenient and accessible to residents by providing billing via the City's utility billing system.

DISCUSSION:

After a successful pilot determining the feasibility of expanding food waste collection, provided by OCS, an estimated 19 pounds per household of organic waste will be diverted from the Eco Vista landfill through a convenient and accessible composting solution by adding food waste collection to the residential utility billing system and by reducing the service cost. The cost of the service to residents will be reduced to \$15/month and food waste collected by OCS will be added to the City's compost program where it will be converted to a nutrient-rich soil amendment. The program will continue to provide biweekly curbside collection of food waste utilizing five-gallon buckets. Quantitatively, this agreement requires OCS to reach a minimum of 1,000 households within the first year of the program.

The reduction in the amount of food waste in the trash stream will reduce the City's landfill tip fees and help eliminate the harmful methane greenhouse gas production that occurs when food waste degrades aerobically in a landfill. The term of the agreement shall be for two years with automatic renewals for two additional two-year terms.

BUDGET/STAFF IMPACT:

The direct start-up cost of the agreement is \$15,000 in year one only. The funds will be taken from 5500.750.5000-5315.00. A budget adjustment is attached to allow for program.

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov

ATTACHMENTS: 3. Staff Review Form, 4. Budget Adjustment, 5. OCS Amended Agreement for 2026 - Final, 6. OCS Amended Contract - Approved August 2025

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2025-2425

A RESOLUTION TO APPROVE AMENDMENT NO. 2 TO THE CONTRACT WITH OZARK COMPOST AND SWAP, LLC IN THE AMOUNT OF \$15,000.00 FOR RESIDENTIAL FOOD WASTE CURBSIDE COLLECTION, AND TO APPROVE A BUDGET ADJUSTMENT

WHEREAS, the City has a 40% diversion from landfill goal which includes efforts to expand the composting program to recover more food waste for better quality compost; and

WHEREAS, in 2025, the City implemented a pilot curbside residential food waste collection program with Ozark Compost and Swap to determine whether it was feasible to expand food waste collection across the City; and

WHEREAS, the pilot program shows that an estimated 19 pounds of organic waste per household will be diverted from the Eco Vista landfill and staff recommends an amendment to the agreement expanding the service across the City.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves Amendment No. 2 to the contract with Ozark Compost and Swap, LLC in the amount of \$15,000.00 for a residential food waste curbside collection program that will be billed through the City's utility billing system.

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

2025-2425

Item ID

12/2/2025

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

Brian Pugh

11/12/2025

RECYCLING/TRASH COLLECTION (750)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Approval of an amendment to an agreement with Ozark Compost and Swap, LLC for residential food waste curbside provided to residents via the utility billing system. Attached with an budget adjustment

Budget Impact:

5500.750.5000-5315.00

Contract Services

Account Number

Fund

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 183,788.00

Expenses (Actual+Encum)

\$ 179,768.05

Available Budget

\$ 4,019.95

Does item have a direct cost? Yes

Item Cost

\$ 15,000.00

Is a Budget Adjustment attached? Yes

Budget Adjustment

\$ 15,000.00

Remaining Budget

\$ 4,019.95

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:

Budget Year	Division	Adjustment Number
2025	RECYCLING/TRASH COLLECTION (750)	
	Requestor: Daryl Brigman	

Redistribute budget for the approval of an amendment to an agreement with Ozark Compost and Swap, LLC for residential food waste curbside provided to residents via the utility billing system.

	COUNCIL DATE:	12/2/2025
	ITEM ID#:	2025-2425
	Kevin Springer	
	11/13/2025 10:40 AM	
	Budget Division	Date
	TYPE:	D - (City Council)
	JOURNAL #:	
	GLDATE:	
	CHKD/POSTED:	/
RESOLUTION/ORDINANCE		

[illegible]

Amendment 2 - Ozark Compost and Swap City Wide Residential Agreement

WHEREAS, the Eco-Vista Landfill is near capacity and diversion of sustainable materials such as food waste is necessary to preserve capacity and will reduce greenhouse gas emissions for the region; and

WHEREAS, the City of Fayetteville ("City") has a 40% sustainable materials diversion goal and this project would divert an average of 19 pounds of food waste per home per collection; and

WHEREAS, the City and Ozark Compost and Swap, LLC ("OCS") wish to combine their resources to provide Fayetteville residents with residential curbside food waste collection to divert food waste and third-party certified compostable plastics from the landfill.

NOW, THEREFORE, the City of Fayetteville, Arkansas and Ozark Compost and Swap, LLC agree as follows:

1. OCS Responsibilities and Service Standards:

A. OCS shall:

- i. Provide biweekly curbside collection of food waste and third-party certified compostable materials, using 5-gallon buckets to single family households and multifamily households that have been identified as serviceable by OCS.
- ii. Conduct doorstep collection service for program participants that are documented through the City as needing exemptions.
- iii. Swap a collected bucket with clean bucket during collection.
- iv. Send text notifications reminding program participants of pickup days. deliver buckets to new program participants and participants that may request an extra bucket.
- v. Dump food waste and remove contamination at an OCS facility approved by the City and hold the food waste until picked up by the City.
- vi. Provide sufficient staffing and resources for customer service for program participants, updating website landing page, along with managing and fulfilling program participant sign up requests through email communications and phone support.
- vii. Notify all customers via email and text notifications for any service changes that may arise.
- viii. Pick up buckets from program participants that are no longer participating in the program.
- ix. Collect and transport any damaged buckets to the Recycling and Trash Division facility for recycling.
- x. Onboard new program participants within the first 5 days of each month

- xi. Ensure resolution of missed collections within 2 working business days of program participant's communication of missed collection.
 - xii. Provide on-going public education and outreach to program participants regarding the food waste collection program, including but not limited to instructions on changes to the program, what materials may be placed in the food waste collection bucket, and any other information required by the City.
- B. OCS reserves the right to add new pickup days, adjust routes for efficiency, and modify schedules during holidays or inclement weather.
- C. OCS shall not charge more than:
 - i. \$15/month per household to service program participants in year one.
 - ii. \$19/month per household to service participants that request an additional collection bucket.
- D. OCS will conduct a pre-registration period in the sixty days prior to program launch. During this pre-registration period, OCS will contact current Fayetteville customers, past Fayetteville customers, and current Fayetteville pilot participants about the residential food waste curbside collection program.
- E. OCS will add no fewer than 200 new customers per month after launching program. If program participation approaches 1,000 households before the end of the third quarter of 2026, OCS will notify the City so both parties can review the program's growth and agree on the most effective path for scaling service beyond 1,000 participants.
- F. OCS marketing materials and communications shall incorporate the City logo, such as but not limited to door hangers, or direct mail, and must be approved by City in advance.
- G. OCS may provide optional add-ons for program participants to purchase compostable bags and countertop caddies through the OCS website, with delivery included in the program participant's regular service.
- H. OCS shall maintain records related to this program for a period of three years and shall provide quarterly reports to City, at no additional cost, of:
 - i. Program participant information
 - ii. Documentation of buckets not set out by program participants
 - iii. Records of program participants and State/City Regulatory site visits, with outcome of each visit;
 - iv. Food waste collection tonnage; and
 - v. Any other reports as may be requested by the City.

- I. OCS agrees that it shall comply with all federal, state and local laws applicable to the safety, environmental and transportation matters related to providing food waste and compostable material collection services under this Agreement.
- J. OCS agrees that this Agreement has been entered into freely and voluntarily by OCS 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.
- K. OCS agrees that neither this Agreement, nor any rights or obligations hereunder may be assigned or transferred to any third party or affiliate.
- L. OCS 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) OCS's breach of any term, condition, covenant or warranty contained in this Agreement, or (ii) OCS'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.
- M. OCS shall promptly supply any records requested by the City during the course of any litigation, or in response to any other subpoena or court order issued to the City for information or records related to OCS and this Agreement.
- N. OCS agrees to ensure to inform the City of any media interviews concerning the residential food waste curbside collection program and agrees to share information about the program without speaking on behalf of the City or claiming the program as their own.
- O. OCS 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.

2. City of Fayetteville Responsibilities:

- A. City shall:

- i. Provide City of Fayetteville residents with current trash service access to participate in the residential food waste curbside collection program through the utility billing service to collect payment
- ii. Remit payments to OCS no later than the 20th of the following month. Make payments to OCS contingent upon the number of billed customers but will not be contingent upon collection of program participants payments. However, amounts corresponding to uncollected customer payments may be deducted from the remittance to OCS.
- iii. Provide OCS with full program participant contact information (name, address, phone number, email) five business days before the final business day of the month after the program participant signs up for service through the Utility Billing system for the purposes of:
 - a) Coordinating collection services;
 - b) Providing direct customer support; and
 - c) Providing opportunities for additional food waste collection support such as, but not limited to, compost caddies and third-party certified compostable bags
 - d) Determining which residents are exempt from curbside collection and require doorstep pickups
- iv. Integrate current food waste collection pilot participants into the utility program during the 60-day pre-registration period.
- v. Provide marketing and outreach during the 60-day pre-registration period and after program launch including website information, email, social media, and media/resident/staff engagement and education.
- vi. Maintain webpages with information on the residential food waste curbside collection program along with providing an accessible opt-in signup form.
- vii. Provide OCS information regarding when program participant requests to stop service.
- viii. Provide two (2) buckets per program participant up to 500 households.
- ix. Provide 65-gallon food waste collection carts for OCS to have at their facility to discard food waste from 5-gallon buckets.
- x. Collect food waste and compostable materials from the approved OCS facility.

B. The City owns all compostable materials collected by OCS in the City of Fayetteville.

C. The City may provide processed compost to program participants organized and scheduled at the City's discretion.

D. The City may provide unfinished compost to OCS organized and scheduled at the City's discretion.

E. The City reserves the right to inspect all vehicles and containers to ensure that the vehicles are safe and well-maintained.

- F. The City will advise OCS 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 that ruling and notify OCS. 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 OCS and this Agreement, shall be promptly made known to OCS.

3. Fees:

- A. Monthly Fee: The City will pay OCS monthly based on customer billing for the prior month. The monthly fee charged to customers will be \$15.90 or \$20.14 for residents requiring an additional receptacle in year one and may be pro-rated for partial month service.
- B. Base Fee: City will pay OCS \$15,000 to provide residential food waste curbside collection to City of Fayetteville residents that have trash service. Payment will be made in the following three installments:
- i. \$7,500 no later than the 7th day of the month that follows the end of the 60-day pre-registration period and program launch;
 - ii. \$3,750 no later than the 7th day of month four after program launch; and
 - iii. \$3,750 no later than the 7th day of month eight after program launch.
- C. CPI Increase: Beginning on January 1, 2027 and on each January 1 thereafter (including in any renewal or extension terms), the Base Rate shall be automatically adjusted by the annual percentage change in the average that the Consumer Price Index (CPI-U), US City Average for All Urban Consumers (current series), Water, Sewer, Trash Collection, Not Seasonally Adjusted, Series ID CUUR0000SEHG ("CPI") in Table 2 at (<https://www.bls.gov/news.release/cpi.nr0.htm>) has increased over the 12 most recently published months compared to the average CPI for the preceding twelve-month period for which the data has been published. If the above CPI ceases to be published, the parties agree to substitute another equally authoritative measure of change in the purchasing power of the U.S. dollar as may be then available so as to carry out the intent of this provision. The annual adjustment shall be no less than two percent (2%) and no greater than five percent (5%). If the CPI-U ceases to be published, the parties agree to substitute an equally authoritative measure of general inflation to carry out the intent of this provision.
- i. The CPI published on the first Monday prior to the end of the month (or the first business day thereafter if such Monday is a Federal Holiday) shall be used to determine the monthly change. The annual percentage change shall be calculated by subtracting the average CPI value for the previous

12-months from the average CPI value for the most recent 12- month period, the result of which shall be divided by the prior 12-month period average. An example of the CPI annual increase calculation follows:

Index	202012-Month Average	202112-Month Average	Change	Applied Percentage Change
CPI -Water, Sewer, Trash	252.46	261.47	9.01	3.6'6 (9.01/252.46)

- ii. OCS shall coordinate with the City in writing prior to any implementation of any CPI price adjustment. Such coordination shall include the amount of the price adjustment, documentation substantiating the CPI published numbers, and the date the adjusted price takes effect. The City and OCS shall mutually agree on any increase, including calculation accuracy on CPI or other equally authoritative measure as applicable, prior to any price adjustment.

D. Insurance: OCS shall maintain the following insurance coverage during the term of this Agreement:

- i. OCS 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.
- ii. Upon written request, OCS shall furnish the City with evidence that the insurance required of it is in force.
- iii. The types of coverage and limits of liability of all insurance required herein shall be as 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
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- E. Exclusions. The City agrees to waive the City's commercial food waste collection fee and franchise fees.

4. Term and Renewal:

- A. 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 OCS shall be given at least thirty days prior to the end of the current term.
- B. Key Performance Indicators and Agreement Renegotiation
- i. KPI will be evaluated quarterly by both parties for the following;
 - a) Program Participation Growth
 - b) Churn Rate
 - c) Average Pickup Volume
 - d) Expansion Capacity
 - e) Marketing Impact
 - ii. At the 6-month mark, both parties will begin to conduct a formal program review. If at least 600 active households are not reached by the end of month six, either party may request to renegotiate contract terms.

5. Default and Termination; No Waiver:

- A. Except as otherwise provided herein, if either party defaults in the performance of any of the covenants or conditions contained here in this agreement, and fails to cure such default within sixty (60) days after the non-defaulting party has been given the defaulting party written notice of such default (or if such default is of nature that cannot be cured within sixty (60) day period, the defaulting party fails to commence the curing of such default within 60 day period, and fails to thereafter diligently pursue the curing thereof) (the "Cure Period"), the non-defaulting party may: (a) terminate this agreement as of any date to which the non-defaulting party may select; (b) cure the default at the expense of the defaulting party; and/or (c) have recourse to any other right or remedy to which may be entitled by law, including, but not limited to, the right to all damages or losses suffered as a result of such termination.
- B. In the event either party waives default by the other party, such a waiver shall not be construed or determined to be a continuing waiver of the same or any subsequent breach or default.

6. Point of Contact; Notices:

- A. For the purpose of this contract, the Point of Contact for the City of Fayetteville shall be the City's Environmental Director.
- B. The Point of Contact for OCS shall be Ricky Ludeman or Tina Flakowitz.
- C. 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.
- D. Any notice required by this Agreement may be sent in writing by electronic mail, certified mail, or in person.

7. Indemnification and Liability: OCS agrees to indemnify and hold harmless City, its officers, officials, members, agents, and employees from any and all causes of action, suits in law or equity, demands or claims, or from any liability of any nature arising out of the performance of the Services and from any obligations made by OCS or OCS's agents and/or employees. All risks for damages, theft, vandalism, and Acts of God in execution of the Services are the responsibility of OCS during any and all operations.

8. Compliance with Laws: OCS 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 Services.

9. No Waiver: No failure to exercise and no delay in exercising, any right, power, or remedy hereunder on the part of the City or OCS 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 OCS 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.

10. Amendments: Changes, modifications or amendments to the scope, price or fees dictated by this Agreement shall not be allowed without a prior formal amendment approved by the City and by the authorized agent of OCS in advance of the change.

11. Definitions

A. "Organic Materials", "Food Waste" and "Compostable Materials" shall include:

- Fruits and vegetables
- Coffee grounds and tea with non-synthetic filters
- Consumable liquids
- Dairy: milk, cheese, yogurt

- Bread, dough, bakery items, pasta, grains
- Eggs and eggshells
- Ink-free food-soiled paper: paper bags, paper towels, paper napkins,
- Cooked meats and fish: shells, bones, wooden skewers, toothpicks
- Processed foods: pizza, cereal, chips, crackers, cooked meats, plate scraps
- Clearly labeled compostable products such as but not limited to plates, cups, and utensils; must be BPI®-certified or reputable third-party certified including but not limited to TUV Austria and Compost Manufacturing Alliance

B. "Contamination" shall include, but is not limited to:

- Raw meats (fish, poultry, pork, seafood, beef)
- Plastic bags, plastic single use serve ware, utensils, twist-ties, rubber bands
- Waxed cardboard boxes, mixed paper
- Wood, metal, glass or other non-food items
- Fats, oils, grease, non-consumable liquids, vegetable oil, lard

AUTHORIZATION AND EXECUTION

This Agreement shall be signed by the authorized representatives of Ozark Compost and Swap, LLC and the City of Fayetteville, Arkansas and shall be effective as of the date signed by the Mayor.

**CITY OF FAYETTEVILLE,
ARKANSAS**

OZARK COMPOST AND SWAP, LLC

By: _____
Molly Rawn, Mayor

By: Ricky Ludeman
Ricky Ludman, Owner

ATTEST:

WITNESS:

By: _____
Kara Paxton, City Clerk-Treasurer

By: _____

Date: _____

Date: _____

City of Fayetteville Staff Review Form

2025-0614

Item ID

N/A

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

Brian Pugh

8/1/2025

RECYCLING/TRASH COLLECTION (750)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Mayor's signature on an amendment to agreement with Ozark Compost and Swap, LLC for continuing a pilot curbside collection of food waste for the composting program. A budget adjustment will be attached.

Budget Impact:

5500.750.5000-5315.00

Contract Services

Account Number

Fund

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 179,988.00

Expenses (Actual+Encum)

\$ 179,367.19

Available Budget

\$ 620.81

Does item have a direct cost? Yes

Item Cost

\$ 2,500.00

Is a Budget Adjustment attached? Yes

Budget Adjustment

\$ 2,500.00

Remaining Budget

\$ 620.81

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:



TO: Mayor Molly Rawn

THRU: Peter Nierengarten, Environmental Director

FROM: Brian Pugh, Waste Reduction Manager

DATE: August 1st, 2025

SUBJECT: Mayor's signature on an amendment to agreement with Ozark Compost and Swap, LLC for continuing a pilot curbside collection of food waste for the composting program.

RECOMMENDATION:

Mayor's signature on an amendment to the agreement with Ozark Compost and Swap, LLC for continuing a pilot curbside collection of food waste for the composting program. A budget adjustment will be attached.

BACKGROUND:

The City of Fayetteville has been conducting a six-month food waste curbside collection pilot with Ozark Compost and Swap since January 2025. The pilot offers pickups on a biweekly basis, followed by the option to subscribe to a full-time compost collection service provided by Ozark Compost and Swap (OCS). The organic waste collected from the pilot is diverted from the Eco Vista landfill and added to the food being composted at the city site. The agreement required OCS to convert a minimum of 250 households from pilot participants to full-time compost collection service subscriptions by the end of the six-month pilot program term with a goal of reaching up to 480 converted households. To date that goal has been met and the six-month period was fulfilled on July 6th.

DISCUSSION:

The pilot has resulted in collecting 10 tons of food waste since beginning in January and staff believes the pilot has been very successful and would like to continue with Ozark Compost and Swap while a permanent program can be established. In order to allow for continued collection for residents without a disruption of service, staff would like to have an amendment approved allowing for more time to continue and complete negotiations with OCS for a permanent agreement to provide the service. Staff would like to continue with this service through the end of the year to allow for a new agreement to be put into place. There would be an additional cost of \$2,500 for extending the agreement with an amendment.

BUDGET/STAFF IMPACT:

The original cost of the agreement was \$2,500. The funds were taken from 5500.750.5070-5314 and a budget adjustment was created for the pilot program. There is an additional request of \$2,500 for funds with the amendment. A new budget adjustment is attached.

Attachments:

Ozark Compost and Swap, LLC agreement- amended contract

Amended Agreement
between the City of Fayetteville, Arkansas
and Ozark Compost and Swap, LLC

This Amended Agreement, made and entered into on this 11 day of August, 2025, by and between the City of Fayetteville, Arkansas ("City") and Ozark Compost and Swap, LLC ("OCS"), witnesseth:

WHEREAS, the Eco-Vista Landfill is near capacity and diversion of sustainable materials such as food waste is necessary to preserve capacity and will reduce greenhouse gas emissions for the region; and

WHEREAS, the City has a 40% sustainable materials diversion goal by 2027 and this project would divert an average of 13 pounds of food waste per home per collection; and

WHEREAS, on July 25, 2024, the City of Fayetteville and Ozark Compost and Swap, LLC ("Ozark") entered into an agreement to establish a pilot residential compost program with the goal of converting at least 250 households from pilot participants to full time compost collection service subscribers within six months; and

WHEREAS, the pilot program has been a success and both the City and Ozark desire to extend the pilot while a more permanent program is designed; and

WHEREAS, the pilot program is set to end on July 5 and the parties agree that an extension to December 31, 2025 will be sufficient to design and establish a more permanent program.

NOW, THEREFORE, the City of Fayetteville, Arkansas and Ozark Compost and Swap, LLC agree as follows:

- 1. Term.** The pilot will be administered until December 31, 2025.
- 2. The Project.** The objective of this project is to provide a pilot program to increase food waste and other compostable waste diversion from the landfill. By offering a pilot period of free pickups on a biweekly basis, followed by the option to subscribe to a full-time compost collection service provided by OCS, organic waste will be diverted from the Eco Vista landfill through a convenient and accessible composting solution using the program details set forth below. Quantitatively, this agreement requires OCS to convert a minimum of 300 households from pilot participants to full time compost collection service subscriptions by the end of the pilot program term with a goal of reaching up to 480 converted households.
- 3. Ozark Compost and Swap, LLC Rights and Responsibilities**
 - a. OCS will operate the pilot program under the following structure:

- i. The pilot program currently includes 180 converted Fayetteville residents actively subscribed to compost collection service.
 - ii. OCS will continue to offer free trials and will serve all Fayetteville residents who sign up, with a maximum of 100 new trial participants admitted during any four-week period.
 - iii. Trial participants will have four weeks to participate in the service and may convert to full-time compost collection at any time during or after the trial period.
 - iv. New pilot participants will be selected for every four-week period thereafter throughout the pilot program term.
- b. OCS may add up to 480 pilot participants if resources and staffing permit, but never less than the quantity required by the formula above.
 - c. OCS will provide four weeks of free biweekly scheduled food waste pickups for new pilot participants.
 - d. OCS will provide a clean 5-gallon bucket at each pickup.
 - e. OCS will collect buckets from pilot participants who do not convert to a full-time subscription at the end of four weeks.
 - f. OCS is responsible for the removal of any non-compostable contamination from 5-gallon buckets prior to delivery to the Fayetteville Compost Facility.
 - g. OCS shall provide sufficient staffing and resources to provide the sign-up form for pilot participants, website landing page, along with managing and fulfilling pilots through email communications and phone support.
 - h. OCS will track all conversions through the pilot program along with food waste tonnage collected and results will be shared with the City of Fayetteville.
 - i. Converted participants shall be permitted to keep food waste buckets from the pilot.

4. City of Fayetteville Rights and Responsibilities

- a. City will recruit pilot participants through marketing and educating Fayetteville residents and will direct interested households to the OCS sign-up form.
- b. The City of Fayetteville will market through social media no less than two social media posts every four weeks throughout the pilot program.
- c. City will provide two 5-gallon square buckets and labels for each pilot program participant.
- d. City will provide 65-gallon City food waste composting carts at the City composting facility for OCS to discard food waste from 5-gallon buckets.
- e. City will waive all dump fees for materials collected as part of this pilot program.
- f. City will dump and process food waste into compost windrows.
- g. City may provide pilot participants with processed food waste compost organized and scheduled at the City's discretion.

- 5. Compensation:** In consideration for the Services to be performed by OCS, the City has agreed to pay OCS a total price of \$5,000 to cover all costs and expenses incurred by OCS in performing the pilot, which includes a previous payment of \$2,500.00 leaving a balance of \$2,500.00 remaining to be paid through the extended pilot program. Payments will be remitted within thirty days of receipt of valid invoices.
- 6. Exclusions:**
- a. Current customers of Ozark Compost & Swap within the Fayetteville Recycling & Trash Collection service area are excluded from participating in the pilot program.
 - b. Ozark Compost & Swap is not required to use any 5-gallon buckets it has purchased for the pilot program.
 - c. Pilot customers are not eligible for OCS compost givebacks.
- 7. Termination:** Either party reserves the right to terminate the pilot program at any time by providing a 14-day notice to prior to termination.
- 8. Indemnification and Liability:** OCS agrees to indemnify and hold harmless City, its officers, officials, members, agents, and employees from any and all causes of action, suits in law or equity, demands or claims, or from any liability of any nature arising out of the performance of the Services and from any obligations made by OCS or OCS's agents and/or employees. All risks for damages, theft, vandalism, and Acts of God in execution of the Services are the responsibility of OCS during any and all operations.
- 9. Compliance with Laws:** OCS 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 Services.
- 10. No Waiver:** No failure to exercise and no delay in exercising, any right, power, or remedy hereunder on the part of the City or OCS 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 OCS 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.
- 11. Amendments:** Changes, modifications or amendments to the scope, price or fees dictated by this Agreement shall not be allowed without a prior formal amendment approved by the City and by the authorized agent of OCS in advance of the change.

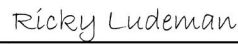
AUTHORIZATION AND EXECUTION

This Agreement shall be signed by the authorized representatives of Ozark Compost and Swap, LLC and the City of Fayetteville, Arkansas and shall be effective as of July 5, 2025.

CITY OF FAYETTEVILLE,
ARKANSAS

OZARK COMPOST AND SWAP, LLC

By: 
Molly Rawn, Mayor

By: 
Ricky Ludman, Owner

ATTEST:

WITNESS:

By:  
Kara Paxton, City Clerk-Treasurer

By: _____

Date: August 11, 2025

Date: _____



MEETING OF NOVEMBER 25, 2025

TO: Mayor Rawn and City Council
THRU: Peter Nierengarten, Environmental Director
FROM: Daryl Brigman, Financial Analyst - RTC
SUBJECT: **A resolution to approve an agreement between the City of Fayetteville, Arkansas and Republic Services to haul and dispose of solid waste in the City of Fayetteville**

RECOMMENDATION:

Staff recommends City Council approval of a resolution with Republic Services for the hauling and disposal of solid waste in the City of Fayetteville.

BACKGROUND:

City Code 50. 29 - Private Collectors; Contract with City Required

No person, except a duly authorized agent or employee of the city, shall empty garbage or trash receptacles, or convey or transport garbage or trash on the streets or public thoroughfares of the city, without a written contract with the city. (Code 1965, § 10- 46; Ord. No. 1194, 4- 6- 59; Code 1991, § 50. 29)

In accordance with this City Code, Republic Services has submitted a request for a contract to haul solid waste within the city limits of Fayetteville.

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

DISCUSSION:

The hauling contract will permit Republic Services to collect and haul Class 1 and Class 4 solid waste using open-top roll-off style containers with capacities of 12 cubic yards or greater, or roll-off style compactors with capacities of 12 cubic yards or greater. 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.

The agreement requires Republic Services 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 will be 2 years with automatic renewals for 2 additional 2- year terms. Staff proposes approval for Republic Services to haul and dispose of solid waste within the City of Fayetteville per the terms of the attached agreement.

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov

BUDGET/STAFF IMPACT:

None

ATTACHMENTS: 3. Staff Review Form, 4. Republic Services Hauling Agreement City of Fayetteville

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2025-2433

A RESOLUTION TO APPROVE AN AGREEMENT WITH REPUBLIC SERVICES FOR THE HAULING AND DISPOSAL OF SOLID WASTE IN THE CITY OF FAYETTEVILLE FOR A PERIOD OF 2 YEARS WITH AUTOMATIC RENEWALS FOR TWO ADDITIONAL 2 YEAR TERMS

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves an agreement with Republic Services, a copy of which is attached to this Resolution, for the hauling and disposal of solid waste in the City of Fayetteville for a period of 2 years with automatic renewals for two additional 2 year terms.

City of Fayetteville Staff Review Form

2025-2433

Item ID

12/2/2025

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

Daryl Brigman

11/13/2025

RECYCLING/TRASH COLLECTION (750)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A resolution to approve an agreement between the City of Fayetteville, Arkansas and Republic Services to haul and dispose of solid waste in the City 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:

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

This Agreement (the "Agreement"), is entered into on this _____ day of _____ 2025, between the **City of Fayetteville, Arkansas**, a municipal corporation (the "City"), and Republic Services (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. (iii) Hauler's worksheet calculating the fees remitted; (iv) a list of payments received and locations from customers within the City; (v) such list shall clearly indicate whether each payment was from a permanent or temporary customer, and (vi) 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, 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 and the discrepancy 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." Any Confidential Information provided by Hauler to the City or the third-party external auditor will only be reviewed by City financial staff and will not be made available to City solid waste 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 Jayson Heberlein. 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 as 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 | Republic Services |
| Environmental Director | Attn: <u>Caleb Parsons</u> |
| 113 West Mountain Street | <u>1715 E Front Street</u> |
| Fayetteville, AR 72701 | <u>Galena KS 66739</u> |
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.

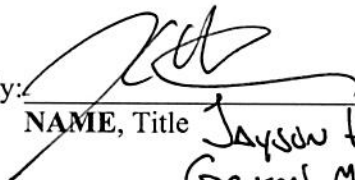
28. Each of the undersigned warrants that he or she has the full right, power, and authority to execute this contract on behalf of the party indicated for the purposes herein contained.
29. To the extent a definition or a specific term is not provided herein but is nonetheless required by the context, 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

Republic Services

By: _____
MOLLY RAWN, Mayor

By: 
NAME, Title JAYSON HEBERLEIN
General Manager

ATTEST:

WITNESS:

By: _____
KARA PAXTON, City Clerk/Treasurer

By: _____



MEETING OF NOVEMBER 25, 2025

TO: Mayor Rawn and City Council
THRU: Peter Nierengarten, Environmental Director
FROM: Daryl Brigman, Financial Analyst - RTC
SUBJECT: **Authorization to purchase recycling and glass carts, as well as any related products and services, through the contract expiration plus any additional future renewals from Rehrig Pacific Company Sourcewell Contract number 120324-REH in the amount of \$17,630.24.**

RECOMMENDATION:

Staff recommends authorizing the purchase of recycling and glass carts, as well as any related products and services, through the contract expiration plus any additional future renewals from Rehrig Pacific Company Sourcewell Contract number 120324-REH in the amount of \$17,630.24.

BACKGROUND:

The City of Fayetteville purchases recycling bins and lids, food waste carts, and glass carts from Rehrig Pacific for use in the City's collection program. The size and dimensions of the bins have remained the same over time to allow for better collection efficiencies on route and interchanging of recycling containers when replacement containers are needed by the residents or businesses.

DISCUSSION:

The contract attached with this request is between Sourcewell and Rehrig. Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A. 21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K- 12 education, nonprofit, tribal government, and other public entities located in the United States and Canada.

According to the terms of the contract, Rehrig offers Sourcewell participating agencies the following discounts:

1. Pricing for contract #120324-REH offers Sourcewell participating agencies the following discounts:
 1. Pricing is by line-item and represents ceiling pricing.
 2. Rehrig's pricing is volume-tiered based on ceiling pricing that leaves the opportunity to receive more competitive pricing on larger strategic opportunities

Term:

This Sourcewell Contract (120324-REH) agreement is effective upon the date of the final signature below.

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov

The term of this Agreement is four (4) years from the effective date. The Sourcewell Agreement expires at 11:59 P.M. Central Time on April 4, 2029, unless it is canceled or extended as defined in this Agreement.

BUDGET/STAFF IMPACT:

The purchase of the food waste and glass carts for \$17,630.24 and has been budgeted in 5500.750.5060-5227. No additional funds are requested.

ATTACHMENTS: 3. Staff Review Form, 4. Rehrig Pacific Company_ Contract 120324-REH _ Sourcewell, 5. City of Fayetteville AR 65G & 95G Quote

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2025-2428

A RESOLUTION TO APPROVE THE PURCHASE OF RECYCLING AND GLASS CARTS, AND RELATED PRODUCTS AND SERVICES, FROM REHRIG PACIFIC COMPANY IN THE AMOUNT OF \$17,630.24, PURSUANT TO A SOURCEWELL COOPERATIVE PURCHASING CONTRACT

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes the purchase of recycling and glass carts, and related products and services, from Rehrig Pacific Company in the amount of \$17,630.24, pursuant to Sourcewell Cooperative purchasing contract number 120324-REH.

City of Fayetteville Staff Review Form

2025-2428

Item ID

12/2/2025

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

Daryl Brigman

11/12/2025

RECYCLING/TRASH COLLECTION (750)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Authorization to purchase recycling and glass carts, as well as any related products and services, through the contract expiration plus any additional future renewals from Rehrig Pacific Company Sourcewell Contract number 120324-REH in the amount of \$17,630.24.

Budget Impact:

5500.750.5060-5227.00

RTC

Account Number

Fund

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 93,000.00

Expenses (Actual+Encum)

\$ 50,983.79

Available Budget

\$ 42,016.21

Does item have a direct cost? Yes

Item Cost

\$ 17,630.24

Is a Budget Adjustment attached? No

Budget Adjustment

Remaining Budget

\$ 24,385.97

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:

Rehrig Pacific Company

Container and technology recycling and waste solutions

#120324-REH

Maturity Date: 4/4/2029

Website: <https://www.rehrigpacific.com/cooperative-purchasing-options/sourcewell> 

Products & Services



Products & Services

Sourcewell contract 120324-REH gives access to the following types of goods and services:

- 35-, 65-, and 95-gallon carts
- Smart technology software
- Plastic commercial containers
- 18-gallon recycle bin
- 25- and 32-gallon round bins
- 65- and 95-gallon bear resistant carts
- EnviroCore carts
- OceanCore carts
- Container maintenance
- Assembly and distribution
- 80- and 100-liter carts

Additional information can be found on the vendor-provided, nongovernment website:
[rehrigpacific.com/sourcewell](https://www.rehrigpacific.com/sourcewell)

Contact us

Have questions about a contract or cooperative purchasing?

Contact our dedicated team online or call 877-585-9706.

Buy Sourcwell

Login to unlock more contract features.

Username

Password

Log In

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Register for an account

Simply complete the online application, contact our dedicated team, or call 877-585-9706.

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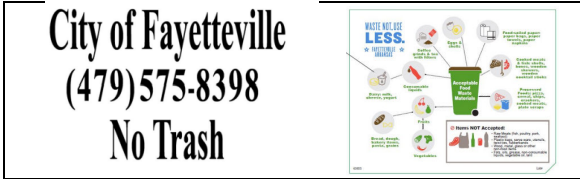
Locations:

1000 Raco Court, Lawrenceville, GA 30046
625 West Mockingbird Lane, Dallas, TX 75247
1738 W. 20th St, Erie, PA 16502
7452 Presidents Dr, Orlando, FL 32809

8875 Commerce Dr, DeSoto, KS 66018
7800 100th St, Pleasant Prairie, WI 53158
4010 East 26th St, Los Angeles, CA 90058

Proposal

November 12, 2025

Bill-to:		Ship-to:		
City of Fayetteville, Arkansas		City of Fayetteville, Arkansas		
Billing Contact:		Shipping Contact:		
Name: Brian Pugh Phone: 479-718-7685 Email: bpugh@fayetteville-ar.gov		Sourcewell Contract # 120324-REH		
ITEM DESCRIPTION		QUANTITY	UNIT PRICE	EXTENDED PRICE
Rollout Cart Type: 95 Gallon EG Cart Body Color Requested: Grey Lid Color Requested: Pepsi Blue Wheels / Casters: 10" Snap on with Intergrated Spacer		50	\$53.20	\$ 2,660.00
Rollout Cart Type: 65 Gallon EG Body Color Requested: Kelly Green Lid Color Requested: Cocoa Brown Wheels / Casters: 10" Snap on with Intergrated Spacer Optional: Locks IML FEE		75	\$48.50	\$ 3,637.50
		75	\$25.00	\$ 1,875.00
		75	\$3.50	\$ 262.50
Rollout Cart Type: 35 Gallon EG Cart Body Color Requested: Kelly Green Lid Color Requested: Cocoa Brown Wheels / Casters: 8" Snap on with Intergrated Spacer Optional: Locks IML FEE		50	\$45.00	\$ 2,250.00
		50	\$25.00	\$ 1,250.00
		50	\$3.50	\$ 175.00
Components: One Time Brand Plate Fee (for 35g cart)		1	\$800.00	\$ 800.00
Artwork: 				
Is Product Taxable? Yes Is Freight taxable? Yes Tax Rate: 9.75% Terms: Net 30 Days		Subtotal = \$12,910.00 Est. Tax on Product = \$1,258.73 Est. Freight Rate = \$3,154.00 Est. Tax on Freight = \$307.52 Total = \$17,630.24		
ADDITIONAL INFORMATION:				
Contract Options: Sourcewell Contract # 120324-REH Ship From: Buckeye, AZ Leadtime: 10 weeks or sooner Warranty: 10 year unprorated warranty Quote Valid: 30 Days Taxes: All applicable taxes shall be paid by the Buyer unless a proper exemption is provided and validated.				
PRESENTED BY:		ACCEPTED BY:		
 Kaitlin Elliott Kaitlin Elliott Environmental Account Specialist Email: customerservice@rehrig.com		Sign and Print Name _____ Title: _____ Date _____		
11/12/2025				
Date				
<i>To initiate order, please call or send signed proposal via fax or email to Presented By representative.</i>				



MEETING OF NOVEMBER 25, 2025

TO: Mayor Rawn and City Council
THRU: Keith Macedo, Chief of Staff
FROM: Tim Nyander, Utilities Director
SUBJECT: **Bid 25-50 Carl Holley Plumbing, Inc. - Ridgeway Drive/Crestwood Drive Service Line Replacements**

RECOMMENDATION:

Staff recommends approving Bid 25-50 and authorizing a contract with Carl Holley Plumbing in the amount of \$560,134.64 for the installation of private service lines along Ridgeway Drive and Crestwood Drive in east Fayetteville, and approval of a budget adjustment.

BACKGROUND:

Historically, this area of the City's water distribution system has experienced numerous leaks on the 4-inch asbestos cement pipe. Additionally, the original water main is in the rear yards of most properties. This makes it extremely difficult to utilize the Water & Sewer Division's excavating equipment to perform repairs.

DISCUSSION:

The City of Fayetteville will be installing a new 6-inch PVC water main along Ridgeway Drive and Crestwood Drive. The new water main will be installed along the front of the residences, and all service connections will be reconfigured accordingly to improve accessibility and infrastructure reliability.

The City of Fayetteville will engage a licensed plumbing contractor (plumber) to transition approximately 66 residential service connections from the existing water line to the newly installed main.

An invitation to bid on this project was published on September 21st for a plumbing contractor to relocate the service lines. Two bids were received, with the low bid going to Carl Holley Plumbing, Inc., of Siloam Springs, AR.

BUDGET/STAFF IMPACT:

A budget adjustment for this project from the Water/Sewer Impact Fees Cost Sharing and the Water Tank Improvements accounts to the Water System Rehabilitation account in the Water & Sewer Fund will be necessary to fund this project.

ATTACHMENTS: 3. Staff Review Form, 4. Budget Adjustment, 5. Vicinity Map, 6. Bid 25-50, Bid Tab - Final, 7. Bid 25-50, Submittal - Carl Holley Plumbing, Inc., 8. Bid 25-50 Signed Contract, Bid 25-50 Unsigned Contract



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2025-2152

A RESOLUTION TO AWARD BID #25-50 AND AUTHORIZE A CONTRACT WITH CARL HOLLEY PLUMBING, INC. FOR INSTALLATION OF PRIVATE SERVICE LINES ASSOCIATED WITH THE RELOCATION OF A WATER MAIN ALONG RIDGEWAY DRIVE AND CRESTWOOD DRIVE IN THE AMOUNT OF \$560,134.64, AND TO APPROVE A BUDGET ADJUSTMENT

WHEREAS, historically, the City's water distribution system has experienced numerous leaks on the 4-inch asbestos cement pipe along Ridgeway Drive and Crestwood Drive in east Fayetteville; and

WHEREAS, the original water main is in the rear yards of most properties making it difficult to utilize the Water & Sewer Division's excavating equipment to perform repairs; and

WHEREAS, the City will be installing a new 6-inch PVC water main along Ridgeway Drive and Crestwood Drive along the front of the residences, and all service connections will be reconfigured accordingly to improve accessibility and infrastructure reliability; and

WHEREAS, the City needs to engage a licensed plumbing contractor to transition approximately 66 residential service connections to the newly installed main.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby awards Bid #25-50 and authorizes a contract with Carl Holley Plumbing, Inc. for installation of private service lines associated with the relocation of a water main along Ridgeway Drive and Crestwood Drive in the amount of \$560,134.64.

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

2025-2152

Item ID

12/2/2025

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

Tim Nyander

11/13/2025

WATER SEWER (720)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends approving Bid 25-50 and authorizing a contract with Carl Holley Plumbing in the amount of \$560,134.64 for the installation of private service lines along Ridgeway Drive and Crestwood Drive in east Fayetteville, and approval of a budget adjustment.

Budget Impact:

5400.720.5600-5808.00

Water and Sewer

Account Number

Fund

12009.1

Water System Rehabilitation/Replacement

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 9,528,818.00

Expenses (Actual+Encum)

\$ 9,396,745.30

Available Budget

\$ 132,072.70

Does item have a direct cost? Yes

Item Cost

\$ 560,134.64

Is a Budget Adjustment attached? Yes

Budget Adjustment

\$ 560,135.00

Remaining Budget

\$ 132,073.06

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

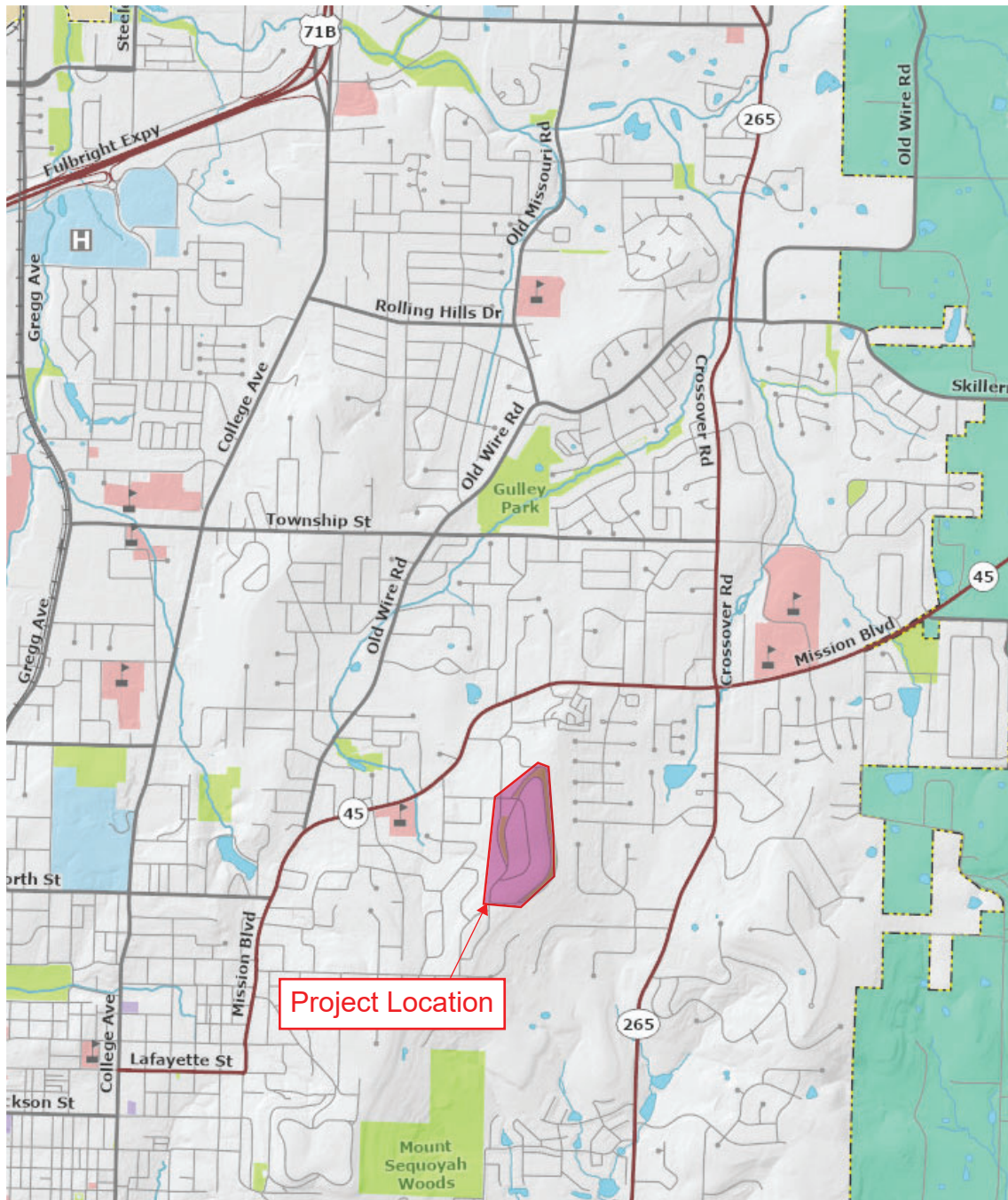
Approval Date:

Original Contract Number:

Comments:

Crestwood, Ridgeway, Viewpoint Waterline Replacement Project

Vicinity Map | N.T.S.





BID TABULATION

Bid 25-50, Construction - Waterline Replacement

DEADLINE: Tuesday, October 14, 2025 at 2:00 PM

Certification of Funds: \$600,000.00 (\$750,000 maximum allowed)

Line #	Description	QTY	UOM	Carl Holley Plumbing, Inc		Goodwin & Goodwin, Inc	
				Total			
1	Full Scope	1	LS		\$560,134.64		\$3,888,900.00
2	Mobilization	1	LS		\$528,591.00		\$3,608,900.00
3	Bonds and Insurance	1	LS		\$10,000.00		\$180,000.00
					\$21,543.64		\$100,000.00

* 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



CITY OF
FAYETTEVILLE
ARKANSAS

Bid 25-50 Addendum 2

Carl Holley Plumbing, Inc.

Supplier Response

Event Information

Number: Bid 25-50 Addendum 2
Title: Construction - Waterline Replacement
Type: Invitation to Bid
Issue Date: 9/21/2025
Deadline: 10/14/2025 02:00 PM (CT)
Notes: The City of Fayetteville is accepting sealed bids from properly licensed plumbing contractors to assist with portions of a waterline replacement project around Ridgeway Dr and Crestwood Dr. 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

Carl Holley Plumbing, Inc. Information

Address: P.O. Box 1151
Siloam Springs, AR 72761
Phone: (479) 238-2092

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

Phil Rushing

Signature

Submitted at 10/14/2025 12:29:06 PM (CT)

phil@carlholleyplumbing.com

Email

Requested Attachments

Signature Forms for Bid 25-50

25-50 Bid Form.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 25-50

Bid Bond 25-50.pdf

Please attach a signed and completed copy of your bid bond. Bid bonds in the form of a cashier's check shall be delivered to City Hall, Procurement Division before bid deadline and have a copy of the cashier's check uploaded with submittal.

Bid Attributes

1 Arkansas Secretary of State Filing Number:

100179595

2 Arkansas Contractor License Number:

Contractor's License must have a classification relating to the scope of this project.

0170780426

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 Full Scope (Lump Sum)**

Quantity: 1 UOM: LS Price: Total:

2 Mobilization (Not to exceed 5% of total bid amount, excluding Bonds and Insurance)

Quantity: 1 UOM: LS Price: Total:

3 Bonds and Insurance

Quantity: 1 UOM: LS Price: Total:

Response Total: \$560,134.64

CITY OF FAYETTEVILLE, ARKANSAS:

BID 25-50, CONSTRUCTION – WATERLINE REPLACEMENT

SECTION 02

BID FORM

2020-07-19 10:44

Bid Number: 25-50, Construction – Waterline Replacement

BID TO:

Owner: The City of Fayetteville, Arkansas
113 West Mountain Street
Fayetteville, Arkansas 72701

BID FROM:

Bidder:

Carl Holley Plumbing, Inc.

P.O. Box 1151

Siloam Springs, AR 72761

ARTICLE 1 - INTENT

- 1.01 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with Owner in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Bid price and within the Bid time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

ARTICLE 2 - TERMS AND CONDITIONS

- 2.01 Bidder accepts all terms and conditions of the Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for 90 days after the day of Bid opening. Bidder will sign and deliver the required number of counterparts of the Agreement with the Bonds and other documents required by the Bidding Requirements within 15 days after the date of Owner's Notice of Award.

BID 25-50, CONSTRUCTION – WATERLINE REPLACEMENT

3.01 In submitting this Bid, Bidder represents, as more fully set forth in the Agreement, that:

- | <u>Number</u> | <u>Date</u> |
|-------------------|-------------------------|
| <u>Addendum 1</u> | <u>October 2, 2025</u> |
| <u>Addendum 2</u> | <u>October 13, 2025</u> |
| <u> </u> | <u> </u> |
| <u> </u> | <u> </u> |

- ## SECTION 02 – BID FORM

CITY OF FAYETTEVILLE, ARKANSAS:

BID 25-50, CONSTRUCTION – WATERLINE REPLACEMENT

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 \$ \$ 26,929.55
is to become the property of the Owner in the event the contract and bond are not executed within the time set forth above, as liquidated damages for the delay and additional expense to the Owner caused thereby.

ARTICLE 4 - CONTRACT TIMES

- 5.01 Bidder agrees that the Work will be substantially completed and completed and ready for final payment 240 consecutive calendar days from the date established in a written notice to proceed. Total completion shall be 270 consecutive calendar days from the date established in a written notice to proceed. The bidder agrees to pay liquidated damages for each consecutive calendar day thereafter the total completion time.
- 5.02 Bidder accepts the provisions as to liquidated damages in the event of failure to complete the Work within the total completion time. Liquidated damages in the sum of \$ 500.00 for each consecutive calendar day thereafter will be assessed.

ARTICLE 5 – TERMINOLOGY

- 6.01 The terms used in this Bid which are defined in the GENERAL CONDITIONS or Instructions to Bidders will have the meanings assigned to them.

SUBMITTED on October 14, 2025.

Arkansas State Contractor License No. 0170780426

CITY OF FAYETTEVILLE, ARKANSAS:

BID 25-50, CONSTRUCTION – WATERLINE REPLACEMENT

If Bidder is:

An Individual

Name (type or printed): _____

By: _____ (SEAL)

(Individual's Signature)

Doing business as: _____

Business address: _____

Phone No.: _____ FAX No.: _____

Tax ID No.: _____ UEI No.: _____

A Partnership

Partnership Name: _____ (SEAL)

By: _____

(Signature of general partner – attach evidence of authority to sign)

Name (type or printed): _____

Business address: _____

Phone No.: _____ FAX No.: _____

Tax ID No.: _____ UEI No.: _____

CITY OF FAYETTEVILLE, ARKANSAS:

BID 25-50, CONSTRUCTION – WATERLINE REPLACEMENT

A Corporation

Corporation Name: Carl Holley Plumbing, Inc. (SEAL)

State of Incorporation: Arkansas

Type (General Business, Professional, Service, Limited Liability): _____

S Corporation

By: *Roger W. Holley*
(Signature – attach evidence of authority to sign)

Name (type or printed): Roger Holley

Title: Vice President

(CORPORATE SEAL)

Attest: *Chassity Holley*
(Signature of Corporate Secretary)

Business address: P.O. Box 1151

Siloam Springs, AR 72761

Phone No.: 479-549-5086 FAX No.: _____

Tax ID No.: 71-0835537 UEI No.: _____



END OF SECTION 02 – BID FORM

CITY OF FAYETTEVILLE, ARKANSAS:

BID 25-50, CONSTRUCTION – WATERLINE REPLACEMENT

SECTION 03 – LIST OF SUBCONTRACTORS

In compliance with the Instructions to Bidders and other Contract Documents, the undersigned submits the following names of Subcontractors to be used in performing the Work for:

BID 25-50, CONSTRUCTION – WATERLINE REPLACEMENT

Bidder certifies that all Subcontractors listed are eligible to perform the Work.

<u>Subcontractor's Work</u>	<u>Subcontractor's Name and Address</u>	<u>Expected Percentage or Value</u>
Clearing/Demolition	N/A	
Mechanical	N/A	
Plumbing	N/A	
Electrical	N/A	
Roofing/Sheet Metal	N/A	
Other (designate)		

NOTE: This form must be submitted in accordance with the Instructions to Bidders.


Bidder's Signature

CITY OF FAYETTEVILLE, ARKANSAS:

BID 25-50, CONSTRUCTION – WATERLINE REPLACEMENT

Section 04

CONTRACTOR REFERENCES

The following information is required from all Bidders so all bids may be reviewed and properly evaluated:

COMPANY NAME: Carl Holley Plumbing, Inc.

NUMBER OF YEARS IN BUSINESS: 25 HOW LONG IN PRESENT LOCATION: 10

TOTAL NUMBER OF CURRENT EMPLOYEES: 30 FULL TIME _____ PART TIME _____

NUMBER OF EMPLOYEES PLANNED FOR THIS CONTRACT: 6 FULL TIME _____ PART TIME _____

PLEASE LIST FOUR (4) REFERENCES THAT YOU HAVE PREVIOUSLY PERFORMED SIMILAR CONTRACT SERVICES FOR WITHIN THE PAST FIVE (5) YEARS (All fields must be completed):

1. Crossland Heavy Contractors

COMPANY NAME

Rogers, AR 72756

CITY, STATE, ZIP

Syd Stokes

CONTACT PERSON

620-687-4310

TELEPHONE

2025

DATE COMPLETED

sstokes@heavycontractors.com

E-MAIL ADDRESS

3. City of Tontitown

COMPANY NAME

Tontitown, AR

CITY, STATE, ZIP

James Clark

CONTACT PERSON

479-361-2700

TELEPHONE

2022

DATE COMPLETED

pwdirector@tontitownar.gov

E-MAIL ADDRESS

2. Cobblestone Homes

COMPANY NAME

Fayetteville, AR 72701

CITY, STATE, ZIP

Kodi

CONTACT PERSON

479-251-1111

TELEPHONE

4/2025

DATE COMPLETED

Kodi@cobblestonehomes.info

E-MAIL ADDRESS

4. McDonald Building Group

COMPANY NAME

Fayetteville, AR 72701

CITY, STATE, ZIP

Forrest Acuff

CONTACT PERSON

479-790-2620

TELEPHONE

9/2025

DATE COMPLETED

forrest@mcdonaldbidg.com

E-MAIL ADDRESS

SECTION 04 - CONTRACTOR REFERENCES



BID BOND

Bid Bond

KNOW ALL BY THESE PRESENTS, That we, Carl Holley Plumbing, Inc.

of Siloam Springs, AR

(hereinafter called the Principal), as Principal, and The Ohio Casualty Insurance Company

(hereinafter called the Surety), as Surety are held and firmly bound unto City of Fayetteville

(hereinafter called the Obligee) in the penal sum of 5% of Bid Amount

Dollars (5% of Bid Amount)

for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, That WHEREAS, the Principal has submitted or is about to submit a proposal to the Obligee on a contract for Bid 25-50 Waterline Replacement

NOW, THEREFORE, If the said Contract be timely awarded to the Principal and the Principal shall, within such time as may be specified, enter into the Contract in writing, and give bond, if bond is required, with surety acceptable to the Obligee for the faithful performance of the said Contract, then this obligation shall be void; otherwise to remain in full force and effect.

Signed and sealed this 14th day of October, 2025

Witness

Carl Holley Plumbing, Inc.

(Seal)

Principal

Roger W. Holley Vice President

Title

Mason Clinkscales

Witness

The Ohio Casualty Insurance Company

By [Signature]
Bryan Clinkscales Attorney-in-Fact





POWER OF ATTORNEY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8214641-971105**

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Jennifer Bohannon; Bryan S. Clinkscales; Kentrina Todd

all of the city of SPRINGDALE state of AR each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 20th day of August, 2025.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: Nathan J. Zangerle
Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 20th day of August, 2025 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2026
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 14th day of October, 2025.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.



CITY OF
FAYETTEVILLE
ARKANSAS

Contract for Services
Construction – Waterline Replacement
Contractor: Carl Holley Plumbing, Inc.
Term: Single Project

THIS AGREEMENT is made this 17th day of November, 2025, by and between City of Fayetteville, Arkansas, acting by and through its Mayor (hereinafter called CITY OF FAYETTEVILLE or CITY) and **Carl Holley Plumbing, Inc.** (hereinafter called **Carl Holley** or Contractor).

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

Work performed by **Carl Holley** shall be performed under a valid, active, current license with the Arkansas Contractor's Licensing Board with the appropriate classification. **Carl Holley** 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. **Carl Holley's** Tax identification number (TIN) ending in 5537
 - ii. **Carl Holley's** Arkansas Contractor License No. 0170780426
 - iii. **Carl Holley's** Secretary of State Filing No. 100179595

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 25-50, Construction – Waterline Replacement** with the specifications and conditions typed thereon inclusive of all bidding documents, plans and drawings, and issued addenda.
 - iii. **Appendix C:** **Carl Holley's** bid submittal
 - iv. **Appendix D:** **Carl Holley's** Certificate of Insurance
 - v. **Appendix E:** **Carl Holley'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.
- b. This agreement may be modified only by a duly executed written instrument signed by the CITY and **Carl Holley**.
- 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) **Carl Holley'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. Carl Holley Plumbing, Inc., P.O. Box 1151, Siloam Springs, AR 72761

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 **Carl Holley** 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 **Carl Holley** shall be the responsibility of **Carl Holley** 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 **Carl Holley** of defects, City and Design Professional shall promptly inform the City what action, if any, **Carl Holley** shall take with regard to the defects.
- d. **WORKSITE** **Carl Holley** 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. **Carl Holley** 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:** **Carl Holley** shall comply with all the Law at its own cost. **Carl Holley** shall be liable to City for all loss, cost, or expense attributable to any acts or omissions by **Carl Holley**, 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 **Carl Holley**, 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 **Carl Holley** incurs costs or is delayed due to such loss or damage, **Carl Holley** 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:** **Carl Holley** 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. **Carl Holley** shall provide to City copies of all notices, permits, licenses, and renewals required under this Agreement.
 - i. **Carl Holley** 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. **Carl Holley** 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, **Carl Holley** shall perform the Work as though fully described on both. **Carl Holley** 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, **Carl Holley** 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, **Carl Holley** certifies that to the best of its knowledge and belief that the **Carl Holley** 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. **Carl Holley** 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 "Contractor" is the person or entity identified in this contract and includes Contractor'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 Contractor'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 Contractor 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 Contractor's employees in Contractor'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 Contractor.
- r. The "Project," is the building, facility, or other improvements for which Contractor 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 Contractor that specifies the dates on which Contractor 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 Contractor 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 Contractor 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 Contractor'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, **Carl Holley** 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 **Carl Holley**, and any visible conditions at the Worksite affecting the Work.
- b. Should **Carl Holley** discover any errors, omissions, or inconsistencies in the Contract Documents, **Carl Holley** shall promptly report them to the City and Design Professional. Following receipt of written notice of defects, City shall promptly inform **Carl Holley** what action, if any, **Carl Holley** shall take with regard to the defect.
- c. Nothing in this section shall relieve **Carl Holley** of responsibility for its own errors, inconsistencies, or omissions.
- d. **COST REPORTING:** **Carl Holley** shall maintain complete, accurate, and current records that comply with generally accepted accounting principles and calculate the proper financial management under this Agreement. **Carl Holley** shall maintain a complete set of all books and records prepared or used by **Carl Holley** with respect to the Project. City shall be afforded access to all of **Carl Holley's** records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to this Agreement. **Carl Holley** shall preserve all such records for a period of three years after the final payment or longer where required by Law.

7. Warranty

- a. **Carl Holley** 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, **Carl Holley** shall furnish satisfactory evidence of the quality and type of materials and equipment furnished. **Carl Holley** further warrants all Work shall be free from material defects not intrinsic in the design or materials required in the Contract Documents. **Carl Holley'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. **Carl Holley'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. **Carl Holley** shall obtain from its Subcontractors and Suppliers any special or extended warranties required by the Contract Documents. **Carl Holley's** liability for such warranties shall be limited to the one-year correction period, as further defined in this Agreement. After that period **Carl Holley** 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 one year after the date of Final Completion of the Work any Defective Work is found, City shall promptly notify **Carl Holley** in writing. Unless City provides written acceptance of the condition, **Carl Holley** 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 **Carl Holley** or give **Carl Holley** an opportunity to test or correct Defective Work as reasonably requested by **Carl Holley**, City waives **Carl Holley'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 **Carl Holley** 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 **Carl Holley**. If payments then or thereafter due **Carl Holley** are not sufficient to cover such amounts, **Carl Holley** shall pay the difference to City.
 - iii. **Carl Holley'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 **Carl Holley** and allow **Carl Holley** an opportunity to correct the Work if **Carl Holley** elects to do so. If **Carl Holley** 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 **Carl Holley** 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 **Carl Holley**, City shall promptly provide **Carl Holley** with an accounting of the actual correction costs.

- iv. If **Carl Holley's** correction or removal of Defective Work causes damage to or destroys other completed or partially completed work or existing building, **Carl Holley** 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 **Carl Holley's** other obligations under the Contract Documents.
- vi. Before final payment, at City option and with **Carl Holley'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:** **Carl Holley** holds overall responsibility for safety programs. However, such obligation does not relieve Subcontractors of their safety responsibilities and to comply with the Law. **Carl Holley** 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. **CARL HOLLEY'S SAFETY REPRESENTATIVE:** **Carl Holley** shall designate an individual at the Worksite in its employ as its safety representative. Unless otherwise identified by **Carl Holley** in writing to City, **Carl Holley's** project superintendent shall serve as its safety representative. **Carl Holley** shall report promptly in writing all recordable accidents and injuries occurring at the Worksite. When **Carl Holley** is required to file an accident report with a public authority, **Carl Holley** shall furnish a copy of the report to City.
- c. **Carl Holley** shall provide City with copies of all notices required of **Carl Holley** by the Law. **Carl Holley'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 **Carl Holley**, or anyone for whose acts **Carl Holley** may be liable, shall be promptly remedied by **Carl Holley**.
- d. If City deems any part of the Work or Worksite unsafe, City, without assuming responsibility for **Carl Holley's** safety program, may require performance of the Work be stopped, and take corrective measures satisfactory to City. If **Carl Holley** does not adopt corrective measures, City may perform them and deduct their cost from the Contract amount **Carl Holley** 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 **Carl Holley's** compliance with City's reasonable request.

9. Subcontracts:

- a. **BINDING OF SUBCONTRACTORS AND SUPPLIERS:** **Carl Holley** 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. **Carl Holley** agrees not to subcontract at risk related services without prior written consent from the City.

10. Fees, Expenses, and Payments:

- a. **Carl Holley**, 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 25-50** as stated in **Carl Holley's** bid response, and in accordance with specifications attached hereto and made a part hereof under **Bid 25-50**, 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 **\$560,134.64** US Dollars, not including any City Council approved contingency.
- c. The City of Fayetteville shall pay **Carl Holley** 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 **Carl Holley** in performing of the Work.
 - ii. Salaries of **Carl Holley'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 **Carl Holley's** standard personnel policy, insofar as such costs are paid to employees of **Carl Holley** are included in the Cost of the Work.
 - iv. Transportation, travel, hotel, and moving expenses **Carl Holley'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 **Carl Holley** 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 **Carl Holley**.
 - viii. Rental charges of all necessary machinery and equipment, exclusive of hand tools owned by workers, used at the Worksite, whether rented from **Carl Holley** 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 **Carl**

Holley 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 **Carl Holley** 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 **Carl Holley'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 **Carl Holley** 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, **Carl Holley** 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 **Carl Holley** 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 **Carl Holley** or sureties under this Agreement.

11. Project Bonding - Performance and payment bonding: After execution of this contract by all parties, **Carl Holley** 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, **Carl Holley** shall not knowingly commence the Work before the effective date of **Carl Holley'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, **Carl Holley** shall submit to City and, if directed, Design Professional, a Schedule of the Work showing the dates on which **Carl Holley** 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, **Carl Holley** 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 **Carl Holley** 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 **Carl Holley** consequently incurs costs or is delayed, the Dates of Substantial or Final Completion, or both **Carl Holley** may seek equitable adjustment.
- e. NOTICE OF DELAY CLAIMS: If **Carl Holley** requests an equitable extension of the Contract Time or an equitable adjustment contract as a result of a delay described, **Carl Holley** shall give City written notice of the claim. If **Carl Holley** 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 240 calendar days after the date when the Contract Times commence to run as provided in the GENERAL CONDITIONS.
- b. **Carl Holley** 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. **Carl Holley** shall promptly and accurately complete all items on the list.
- c. When Substantial Completion of the Work or a designated portion is achieved, **Carl Holley** 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 **Carl Holley** 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 **Carl Holley** 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 **Carl Holley** 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 270 calendar days after the date when the Contract Times commence to run.
- b. Upon notification from **Carl Holley** 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, **Carl Holley** shall prepare for City's written acceptance a final application for payment stating that to the best of **Carl Holley'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 **Carl Holley** 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 **Carl Holley'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 **Carl Holley** 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 **Carl Holley**. 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, **Carl Holley** 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 **Carl Holley** provides written identification of unsettled claims with an application for final payment, its acceptance of final payment constitutes a waiver of such claims.
- h. **Carl Holley** shall ensure that the City of Fayetteville receives lien waivers from all material suppliers, subcontractors and sub-subcontractors and **Carl Holley** work begins on the project. **Carl Holley** 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. **Carl Holley** 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: **Carl Holley** accepts the provisions as to liquidated damages in the event of failure to complete the Work within the total completion time. Liquidated damages in the sum of \$500.00 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, **Carl Holley** 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 copying 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, **Carl Holley** 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. **Carl Holley** 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. **Carl Holley** 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 **Carl Holley** fails to obtain or maintain any insurance coverage required under this Agreement, City may purchase such coverage and charge the expense to **Carl Holley** or terminate this Agreement.
- d. To the extent commercially available to **Carl Holley** 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, **Carl Holley** 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, **Carl Holley** 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. To the extent of the limits of **Carl Holley's** Commercial General Liability Insurance, **Carl Holley** 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 **Carl Holley**, 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. ADDITIONAL GENERAL LIABILITY COVERAGE: City shall require **Carl Holley** to purchase and maintain additional liability coverage. **Carl Holley** shall provide:
 - i. Additional Insured. City shall be named as an additional insured on **Carl Holley'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 **Carl Holley**, or those acting on **Carl Holley's** behalf, in the performance of **Carl Holley's** work for the City of Fayetteville at the Worksite. The insurance of the **Carl Holley** 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.
- h. ROYALTIES, PATENTS, AND COPYRIGHTS: **Carl Holley** 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 **Carl Holley** and incorporated in the Work. **Carl Holley** 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.
- i. PROFESSIONAL LIABILITY INSURANCE: To the extent **Carl Holley** is required to procure design services, **Carl Holley** 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 **Carl Holley's** design professional, written for not less than one million US dollars (\$1,000,000) per claim and in the aggregate. **Carl Holley'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 **Carl Holley's** design professional for this Project. Coverage shall be continued in effect for the entire warranty period.

22. Professional Responsibility: **Carl Holley** 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 **Carl Holley** any defects or suspected defects in services of which CITY OF FAYETTEVILLE becomes aware, so **Carl Holley** 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 **Carl Holley**.

23. Responsibility of the City of Fayetteville

- a. CITY OF FAYETTEVILLE shall, within a reasonable time, so as not to delay the services of **Carl Holley**:
 - i. Provide full information as to the requirements for the Project.
 - ii. Assist **Carl Holley** by placing at **Carl Holley's** disposal, all available information pertinent to the assignment including previous reports and any other data relative thereto.
 - iii. Assist **Carl Holley** in obtaining access to property reasonably necessary for **Carl Holley** to perform its services.
 - iv. Examine all studies, reports, sketches, cost opinions, proposals, and other documents presented by **Carl Holley** and render in writing decisions pertaining thereto.
 - v. Review all documents and provide written comments to **Carl Holley** in a timely manner.
 - vi. The Water and Sewer Operations Manager is the project representative with respect to the services to be performed under this Agreement. The Water and Sewer Operations Manager shall have complete authority to transmit instructions, receive information, interpret and define policies and decisions with respect to materials, equipment, elements and systems to be used in the Project, and other matters pertinent to the services covered by this Agreement.

24. Cost Opinions and Projections: Cost opinions and projections prepared by the **Carl Holley** relating to construction costs and schedules, operation and maintenance costs, equipment characteristics and performance, cost estimating, and operating results are based on **Carl Holley'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. **Carl Holley** 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 **Carl Holley** 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 **Carl Holley** at the time of termination may be adjusted to cover any additional costs to CITY OF FAYETTEVILLE because of **Carl Holley's** default.
- d. If termination for default is affected by **Carl Holley**, 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 **Carl Holley** for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by **Carl Holley** relating to commitments which had become firm prior to the termination.
- e. Upon receipt of a termination action under Paragraphs above, **Carl Holley** 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 **Carl Holley** 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 **Carl Holley** to fulfill contractual obligations, it is determined that **Carl Holley** 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 **Carl Holley** are suspended or delayed by CITY OF FAYETTEVILLE, or by other events beyond **Carl Holley's** reasonable control, **Carl Holley** shall be entitled to additional compensation and time for reasonable documented costs incurred by **Carl Holley** in temporarily closing down or delaying the Project.
- b. In the event the services are suspended or delayed by **Carl Holley**, CITY shall be entitled to compensation and time for reasonable costs incurred in temporarily closing down or delaying the Project.

28. Rights and Benefits: **Carl Holley'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 **Carl Holley** 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 **Carl Holley** 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 **Carl Holley** 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 **Carl Holley** 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 **Carl Holley**, 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 **Carl Holley** for services rendered by **Carl Holley**. All parties agree if funding should become insufficient to complete the project, **Carl Holley** shall be notified in a timely manner.

31. Indemnification: The CITY requires **Carl Holley** 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 **Carl Holley**, or their employees, agents, Subcontractors, sub consultant and Suppliers of **Carl Holley**.

32. Publications: Recognizing the importance of professional services on the part of **Carl Holley's** employees and the importance of **Carl Holley's** public relations, **Carl Holley** may prepare publications, such as technical papers, articles for periodicals, promotional materials, and press releases, in electronic or other format, pertaining to **Carl Holley'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 **Carl Holley**, 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 **Carl Holley's** activities pertaining to any such publication shall be for **Carl Holley'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. **Carl Holley** 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 **Carl Holley** as part of the Services shall become the property of CITY OF FAYETTEVILLE when **Carl Holley** has been compensated for all Services rendered, provided, however, **Carl Holley** shall have the unrestricted right to their use. **Carl Holley** 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 **Carl Holley**.

- c. Any files delivered in electronic medium may not work on systems and software different than those with which they were originally produced. **Carl Holley** 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 Carl Holley:

- a. Review, approval, or acceptance of design drawings, specifications, reports and other services furnished hereunder by CITY shall not in any way relieve **Carl Holley** 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. **Carl Holley** shall be and shall remain liable, in accordance with applicable law, for all damages to CITY OF FAYETTEVILLE caused by **Carl Holley's** negligent performance, except beyond the **Carl Holley'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. **Carl Holley's** obligations under this clause are in addition to **Carl Holley'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 **Carl Holley** for faulty materials, equipment, or work.

35. Audit and Access to Records:

- a. **Carl Holley** 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. **Carl Holley** shall also maintain the financial information and data used by **Carl Holley** 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. **Carl Holley** 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 **Carl Holley**;
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: **Carl Holley** 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 contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by **Carl Holley** 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 **Carl Holley** or any of **Carl Holley** 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 **Carl Holley** 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 **Carl Holley** as it could pursue in the event of a breach of the Agreement by **Carl Holley**. 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 **Carl Holley** incurs in providing any such gratuities to any such officer or employee.

CONTINUES ON NEXT PAGE

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

CITY OF FAYETTEVILLE, ARKANSAS

CARL HOLLEY PLUMBING, INC.

By: _____

Molly Rawn, Mayor

By: Roger W. Holley _____

Roger Holley, Vice President

ATTEST:

By: _____

Kara Paxton, City Clerk - Treasurer

Date Signed: _____

Date Signed: 11/17/25



MEETING OF NOVEMBER 25, 2025

TO: Mayor Rawn and City Council
THRU: Keith Macedo, Chief of Staff
FROM: Tim Nyander, Utilities Director
SUBJECT: **City of West Fork - Water Purchase Agreement**

RECOMMENDATION:

Staff recommends approval of a fifteen-year Water Purchase Agreement between Fayetteville and West Fork to furnish potable treated water at one point of delivery for distribution within its present service area.

BACKGROUND:

Fayetteville has furnished the City of West Fork with potable water for over 30 years. The current water purchase agreement has expired, and both entities desire to continue the water purchase agreement.

DISCUSSION:

The City agrees to operate and maintain the water mains up to the point of delivery to West Fork's water distribution system, furnish water at a reasonably consistent pressure, and provide the Manager of the buyer with an itemized statement of the amount of water furnished and other charges to the Buyer in accordance with the City billing policies.

West Fork agrees to remit payment to the City for a minimum of 2.7 million gallons of water per month (commonly referred to as "take-or-pay"), maintain a backflow prevention device approved by the City and the Arkansas Department of Health, and restrict water connections to those customers having adequate on-site sewage disposal systems.

These items were contained in the previous agreement and are unchanged.

This item was presented to the Water & Sewer Committee on November 13, 2025, with a unanimous vote to forward it to the City Council with a recommendation for approval.

BUDGET/STAFF IMPACT:

The rates will be in accordance with the City's water & sewer rate study, which is conducted every five years.

ATTACHMENTS: 3. Staff Review Form, 4. Water Purchase Agreement



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2025-2432

A RESOLUTION TO APPROVE A 15 YEAR WATER PURCHASE AGREEMENT BETWEEN THE CITY OF FAYETTEVILLE AND THE CITY OF WEST FORK TO ALLOW THE CITY OF FAYETTEVILLE TO FURNISH WHOLESALE POTABLE WATER TO THE CITY OF WEST FORK AND ITS RESIDENTS

WHEREAS, the City of Fayetteville owns and operates a water supply distribution system with a capacity capable of serving its residents as well as the City of West Fork; and

WHEREAS, the City of West Fork currently purchases wholesale water from the City of Fayetteville for distribution within its present service area; and

WHEREAS, the current agreement with the City of West Fork to supply potable water is expired, and City staff recently drafted a new Water Purchase Agreement that has been agreed to and signed by the City of West Fork; and

WHEREAS, Staff recommends approval of the 15-year Water Purchase 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 sign the attached 15 year Water Purchase Agreement between the City of Fayetteville and the City of West Fork to allow the City of Fayetteville to furnish wholesale potable water to the City of West Fork and its residents.

City of Fayetteville Staff Review Form

2025-2432

Item ID

12/2/2025

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

Tim Nyander

11/13/2025

WATER SEWER (720)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends approval of a fifteen-year Water Purchase Agreement between Fayetteville and West Fork to furnish potable treated water at one point of delivery for distribution within its present service area.

Budget Impact:

N/A

N/A

Account Number

Fund

N/A

N/A

Project Number

Project Title

Budgeted Item? No

Total Amended Budget

\$ -

Expenses (Actual+Encum)

\$ -

Available Budget

\$ -

Does item have a direct cost? No

Item Cost

\$ -

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ -

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:

WATER PURCHASE AGREEMENT

This Agreement, made and entered into on this _____ day of _____, 2025, by and between the City of Fayetteville, Arkansas ("City") and the City of West Fork, Arkansas ("Buyer") witnesseth:

WHEREAS, the City owns and operates a water supply distribution system with a capacity currently capable of serving the present customers of the City system and the estimated number of water users to be served by the said Buyer; and

WHEREAS, the Buyer desires to purchase water from the City for distribution within the present service area of the Buyer, and the City desires to furnish and sell water to the Buyer for distribution within its present service area.

NOW, THEREFORE, the City of Fayetteville, Arkansas and the City of West Fork, Arkansas agree as follows:

A. The City of Fayetteville, Arkansas agrees to:

1. To furnish the Buyer, at the point of delivery hereinafter specified, for distribution within its present service area, during the term of this agreement of any renewal or extension thereof, potable treated water meeting applicable purity standards of the Arkansas Department of Health, and in such quantity as may be required by the Buyer, not to exceed 800 gallons per minute. The City shall not be obligated to provide water to the Buyer at a rate greater than the amount aforesaid.

Total usage exceeding the amount aforesaid shall be cause for renegotiation of this agreement. In the event the Buyer requires water at a rate greater than thus specified, the City shall have the sole discretion in determining whether to furnish water at a greater rate and in determining the terms and conditions upon which its agreement to do so will be given, including, but not limited to, conditions for reinforcement of the 12-inch main hereinafter referred to at the Buyer 's expense in order to increase its capacity, if the reinforcement has not been accomplished by the City prior to the time it is required by the Buyer . Provided, however, that if any maximum allowable rate of usage specified is exceeded, an excess demand charge of 10% may be added to the bill for each month during the maximum allowable rate was exceeded.

If any maximum allowable rate of usage specified is exceeded, an excess demand charge of 10% may be added to the bill for each day during which the maximum allowable rate was exceeded. If any maximum allowable rate of usage is exceeded, the City may install automatic, variable rate-of-flow controllers and charge the cost of same to the Buyer. The City may install such rate of flow controllers at any time at the City's expense. The excess demand charge shall not apply if the excess usage was beyond the

control of the Buyer. However, all customer usage is considered as being within the control of the Buyer, as is system loss which is not promptly corrected by the Buyer.

It is further understood and agreed that the City's responsibility for the water ends at the meter box outlet or vault and the Buyer agrees to indemnify and hold harmless the City from any and all liability incurred past the meter box outlet or vault.

2. The water will be furnished at a reasonably constant pressure (due consideration being given to friction loss) from an existing twelve-inch (12") water main at a point located at the site described in Exhibit "C" attached hereto and made a part hereof. If a greater pressure than that normally available at the point of delivery is required by the Buyer, the cost of providing such greater pressure shall be borne by the Buyer.
3. Operate and maintain the water mains up to the point of delivery and maintain at point of delivery the necessary metering equipment, including a meter pit, check valves, and required devices of standard type for properly measuring the quantity of water delivered to the Buyer, including a meter of proper size. The cost of maintenance and operation of the metering facility shall be borne by the City. The responsibility for testing and calibrating the meter rests solely with the City.

A meter registering not more than two percent (2%) above or below 100% accuracy shall be deemed to be accurate. The previous reading of any meter disclosed by test to be inaccurate shall be corrected for the two (2) months previous to such test in accordance with the percentage of inaccuracy found by such tests. If any meter fails to register for any period, the amount of water furnished during such period shall be determined by average readings over a period of two previous months or a like month of the previous year, at the City's option. The metering equipment shall be read on a regular schedule each month.

An appropriate official of the Buyer at all reasonable times shall have access to the meter for the purpose of verifying its reading. The size of the meter shall be in keeping with anticipated water usage and/or demand. Currently, a four (4) inch meter is installed at the point of delivery. The Buyer currently has a valve at the inlet side of the meter to shut off the supply and also to limit the flow of water to the rate permitted. The Buyer also currently has a by-pass to the meter installed for use during periods of meter maintenance. The by-pass shall not be operated without express knowledge and consent of the City.

4. The City's responsibility for maintenance shall end at the outlet side of the meter box or vault.
5. The City agrees to furnish the Manager of the Buyer with an itemized statement of the amount of water furnished and other charges to the Buyer in accordance with the City billing policies and procedures.

B. The City of West Fork, Arkansas agrees to:

1. Purchase water as required by the Buyer and the consumers within the present corporate limits of the Buyer, and a service area along the transmission line as determined in Section C, Paragraph 6 hereof, up to a maximum of 800 gallons per minute.
2. Buyer agrees to remit payment to the City for a minimum of 2.7 million gallons of water per month (commonly referred to as "take-or-pay"). Such take-or-pay minimum shall be chargeable at the current wholesale water rate, as amended from time to time as set forth in Section B, Paragraph 3. Any water usage above the 2.7 million gallons per month shall be charged at the same wholesale water rate.
3. Pay the City not later than the due date given on the bill for water delivered in the preceding reading period, in accordance with the rates as established by the City. If the Buyer does not remit payment on or before the specified due date each month, a penalty equal to ten percent (10%) of the total payment amount due shall be added to such payment, and if not paid within thirty (30) days following the due date in which the original billing is due or the aggrieved party has not submitted a claim for arbitration as specified in Section 4, the City may discontinue delivery of water to the Buyer as a last resort and may continue to deny delivery to the Buyer until the Buyer pays the total amount due. The rates for water and meter service charges presently in effect are illustrated by the attached schedule, marked Exhibit "B". It is mutually understood and agreed among the parties that the City may immediately pass along to the buyer any increases or decreases in rates imposed upon by the City by the Beaver Water District, its successors or assigns. The rates shall be adjusted to the Buyer in the same amount as the increase or decrease from said water district.
4. Maintain a backflow prevention device approved by the City and the Arkansas Department of Health. The backflow prevention device shall be inspected annually and maintained in accordance with Fayetteville City Code §51.146 – Backflow Prevention. The backflow prevention device must be located above ground, outside and downstream of the meter pit.
5. The Buyer agrees to provide water connections only to those customers having adequate on- site sewage disposal systems previously approved by the Arkansas Department of Health. New on- site systems shall be deemed adequate if the system is approved by the Arkansas State Health Department and inspected by a Plumbing Inspector licensed by the State of Arkansas, who is employed by the Buyer.

C. It is further mutually agreed between the City and the Buyer as follows:

1. That this agreement shall extend for a term of fifteen (15) years from the initial date of this agreement entered into by the City and Buyer. Thereafter this agreement may be renewed for such term, or terms, as may be agreed upon by the City and Buyer.

2. That the City will, at all times, operate and maintain its system in an efficient manner and will take such action as may be necessary to furnish the quantities of water required by the Buyer, up to the maximum amount as specified in Section A, Paragraph 1 hereof. Temporary or partial failures to deliver water caused by the failures or difficulties in the City' s system shall be remedied with all possible dispatch. The City reserves the right, in the event of acute shortage of water, to limit or discontinue water sales and service to the Buyer. Any reduction or discontinuance of water sales and service for this reason shall not render the City liable for damages of any kind, it being understood between the parties that the City' s primary obligation is to furnish water and water services to the citizens of the City of Fayetteville, Arkansas.

The City shall not be responsible for any damages to the Buyer or its consumers by reason of emergency failures of water supply due to water main breaks, power failure, flood, fire, earthquake and other acts of God, or catastrophe, acts of war, insurrection or rebellion, acts of a public enemy, acts of any unauthorized person, firm, or corporation, or acts of the Buyer, or during any periods of water reduction or discontinuance by reason of fire-fighting or other emergency situation; nor shall such failures of water supply and/ or discontinuance or reduction of water sales and service be construed as a breach of this agreement by the City.

3. That this agreement is subject to such rules, regulations, or laws as may be applicable to similar agreements in the State of Arkansas and the City and Buyer will collaborate in obtaining such permits, certificates, or the like, as may be required to comply therewith.
4. It is expressly understood and agreed that the sale of water herein provided for from the City to the Buyer, is a sale for resale, and the Buyer agrees to secure a sales tax permit as required by the Arkansas Stats. Ann. Section 84- 1904 (I) 84- 1913, and any subsequent amendments thereto) and agrees that it will collect and pay over to the Commissioner of Revenues of the State of Arkansas, any and all sales tax now or hereafter imposed upon the resale of said water to the Buyer' s consumers.
5. That in the event of any occurrence rendering the Buyer incapable of performing under this agreement, any successor of the Buyer whether the result of legal process, assignment, or otherwise, shall succeed to the rights of the Buyer hereunder.
6. It is understood and agreed that the water to be supplied by the City to the Buyer under this agreement is to be furnished for distribution within the Buyer's service area. The Buyer shall not extend its water main outside its defined service area, as identified in Exhibit "A", without the prior written consent of the City. The City shall have the sole discretion in determining the terms and/or conditions upon which its consent shall be given.

7. The Buyer shall provide the City with a copy of all Sanitary Surveys of its water system within thirty (30) days of completion of the Sanitary Survey by the Arkansas Department of Health.

For the purpose of this instrument the phrase "service area" of the Buyer means the present corporate limits at the time of this agreement and any lands within an area designated as the growth area of the City of West Fork as shown and described by Exhibit "A" to this agreement. The Buyer shall have the right under this agreement to extend main and water service into such area without the prior consent of the City. The Buyer shall have the right to sell water to the Washington Water Authority for use in the Washington Water Authority service area.

8. In the event a portion of the Buyer's water mains are constructed within the corporate limits of the City, the Buyer is not permitted to serve consumers within the corporate limits of the City without prior written consent of the City.
9. Buyer agrees that it will not during the period of this agreement or any renewal thereof levy any franchise tax, occupation tax, or any other tax of any form whatsoever, by whatever name it may be called, upon the City, the City water system and appurtenances thereto, or the operations called for by this agreement.
10. No provision of this agreement shall be construed to create any type of joint or equity ownership of any property, and partnership or joint venture, nor shall same create any other rights or liabilities and Customer payments (whether past, present, or future) shall not be construed as granting Customer partial ownership of, pre-paid capacity in, or equity in the City's system.
11. This agreement may be terminated by either Buyer or the City upon breach by the other of any of the covenants or agreements contained herein, and the failure of the party in breach to remedy such breach within thirty (30) days after receipt of written notice of the existence of such breach. Written notice shall be sufficient, if sent by certified mail, return receipt requested, postage prepaid, to the respective mayor or chairman of the parties hereto.

12. Remedies

If either party to this agreement concludes that there is a breach of any terms of this contract, that party shall notify the other party by electronic mail and certified mail of the breach. After notification, the party in breach shall remedy the breach within thirty (30) days of receipt of the notice of breach. If the party claiming breach is not satisfied that the breach has been cured, then that party may pursue specific enforcement of the terms of this agreement through the Circuit Courts of Washington County, Arkansas. Prior to the filing of any action in the Circuit Courts, the parties should attempt to mediate any claims before a mutually agreeable mediator, the cost of which shall be shared equally by the parties to this agreement. A decision

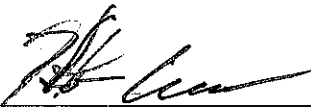
reached in circuit court or in mediation will in no way limit Fayetteville's or West Fork's power to enforce requirements directly against customers located in West Fork, nor will it preclude Fayetteville or West Fork from seeking other remedies including, but not limited to, specific performance.

13. Severability

The sections, paragraphs, sentences, phrases, and clauses of this agreement are severable, and should any section, paragraph, sentence, phrase, or clause be declared invalid by the lawful decree of any court of competent jurisdiction, such invalidity shall not affect any other portion of this agreement.

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

**CITY OF WEST FORK,
ARKANSAS**

By: 
HEITH CAUDLE, Mayor

**CITY OF FAYETTEVILLE,
ARKANSAS**

By: _____
MOLLY RAWN, Mayor

ATTEST:

By: 
ANN UPTON, City Clerk

ATTEST:

By: _____
KARA PAXTON, City Clerk

EXHIBIT "A"

WEST FORK' S DEFINED WATER SERVICE AREA



EXHIBIT "B"
STANDARD WATER RATES

Effective date:

01-01-2025

Usage Rate

Per 1, 000 Gallons

\$3.50

Monthly Meter Charge

\$126.13

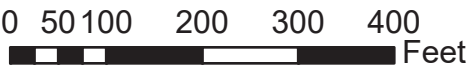
EXHIBIT "C"

Location of Water Meter and Meter Vault



2025 Imagery | EagleView Technologies | Surdex Corporation

Exhibit C
6492 S Hwy 71
West Fork, AR
(4 inch meter)





MEETING OF NOVEMBER 25, 2025

TO: Mayor Rawn and City Council
THRU:
FROM: Mike Reynolds, Police Chief
SUBJECT: **Bid Waiver for FARO Technologies, Inc.**

RECOMMENDATION:

Staff recommends approval of a bid waiver authorizing the purchase of the FARO Focus 3D Laser Scanner hardware and software from FARO Technologies, Inc. for a total cost of \$71,092.72.

BACKGROUND:

The FARO 3D laser-scanning system significantly enhances crime and crash scene documentation by providing high-resolution, court admissible digital reconstructions. This technology captures the precise measurements that complement photographs, sketches, preserving critical evidence for re-examination, strengthening prosecutions, and reducing overall investigative and trial preparation time. FARO offers the only three-dimensional measurement and imaging system that integrates directly with AXON for secure, streamlined preservation of digital evidence. It is recognized as the most scientifically validated and reliable solution available for this purpose.

DISCUSSION:

The FARO system performs digital security hashing at the scanner level, ensuring that captured data cannot be altered between collection and software processing, which is an important safeguard for evidentiary integrity in court. The Criminal Investigation Division will use this technology to streamline and accelerate complex crime scene analyses, while the Patrol Division will apply it to document serious traffic collisions, including those involving fatalities.

The purchase includes all required hardware, software, and maintenance for five years, with full warranty coverage.

BUDGET/STAFF IMPACT:

Funding for this purchase is included in the Police Specialized Equipment project within the Capital Improvements Program. There is no impact on current staffing associated with this purchase.

ATTACHMENTS: 3. Staff Review Form, 4. Staff Review Memo, 5. Fayetteville Police Department-QT02204308-11.04.25, 6. Fayetteville Sole Source Justification



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2025-2366

A RESOLUTION TO WAIVE COMPETITIVE BIDDING AND APPROVE THE PURCHASE OF 3D LASER SCANNER HARDWARE AND SOFTWARE FROM FARO TECHNOLOGIES, INC. IN THE TOTAL AMOUNT OF \$71,092.72

WHEREAS, the FARO 3D laser-scanning system significantly enhances crime and crash scene documentation by providing high-resolution, court admissible digital reconstructions; and

WHEREAS, this technology captures the precise measurements that complement photographs, sketches, preserving critical evidence for re-examination, strengthening prosecutions, and reducing overall investigative and trial preparation time; and

WHEREAS, FARO offers the only three-dimensional measurement and imaging system that integrates directly with AXON for secure, streamlined preservation of digital evidence and is recognized as the most scientifically validated and reliable solution available.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby determines an exceptional situation exists in which competitive bidding is deemed not feasible or practical and therefore waives the requirements of formal competitive bidding and authorizes the purchase of the FARO Focus 3D Laser Scanner hardware and software in the total amount of \$71,092.72 from FARO Technologies, Inc.

City of Fayetteville Staff Review Form

2025-2366

Item ID

12/2/2025

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

Mike Reynolds

11/10/2025

POLICE (200)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends approval of a bid waiver authorizing the purchase of the FARO Focus 3D Laser Scanner hardware and software from FARO Technologies, Inc. for a total cost of \$71,092.72.

Budget Impact:

4470.200.8200-5210.00

Sales Tax Capital Improvements

Account Number

Fund

02062.1

Police Specialized Equipment

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 108,248.00

Expenses (Actual+Encum)

\$ 33,520.64

Available Budget

\$ 74,727.36

Does item have a direct cost? Yes

Item Cost

\$ 71,092.72

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ 3,634.64

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 DECEMBER 2, 2025

TO: Mayor and City Council

FROM: Mike Reynolds, Chief of Police

A handwritten signature in black ink, reading "Mike Reynolds".

DATE: November 10, 2025

SUBJECT: Bid Waiver for FARO Technologies, Inc

RECOMMENDATION:

Staff recommends approval of a bid waiver authorizing the purchase of the FARO Focus 3D Laser Scanner hardware and software from FARO Technologies, Inc. for a total cost of \$71,092.72.

BACKGROUND:

The FARO 3D laser-scanning system significantly enhances crime and crash scene documentation by providing high-resolution, court admissible digital reconstructions. This technology captures the precise measurements that complement photographs, sketches, preserving critical evidence for re-examination, strengthening prosecutions, and reducing overall investigative and trial preparation time.

FARO offers the only three-dimensional measurement and imaging system that integrates directly with AXON for secure, streamlined preservation of digital evidence. It is recognized as the most scientifically validated and reliable solution available for this purpose.

DISCUSSION:

The FARO system performs digital security hashing at the scanner level, ensuring that captured data cannot be altered between collection and software processing, which is an important safeguard for evidentiary integrity in court. The Criminal Investigation Division will use this technology to streamline and accelerate complex crime scene analyses, while the Patrol Division will apply it to document serious traffic collisions, including those involving fatalities.

The purchase includes all required hardware, software, and maintenance for five years, with full warranty coverage.

BUDGET/STAFF IMPACT:

Funding for this purchase is included in the Police Specialized Equipment project within the Capital Improvements Program. There is no impact on current staffing associated with this purchase.

Attachments:

Quote – FARO Technologies, Inc
Sole Source Justification Letter



FARO Technologies Inc
125 Technology Park, Lake Mary FL
32746-6204
Phone No: 407-333-9911

Account Manager: Richard Britt
Email: richard.britt@faro.com
Sales Support: Jody Westfall
Contact Person: Jesse Vermillion

Quotation No: 02204308
Quotation Date: 11/04/2025
Expiration Date: 12/03/2025
Lead Time: 2-6 weeks
Ship: Standard/Ground
Payment Terms: 30 Days net
Delivery Terms: Ex Works

Bill To:	Ship To:
Fayetteville Police Department 1800 N Stephen Carr Mem Blvd Fayetteville,AR,72704-5569 US	Fayetteville Police Department Fayetteville,United States 1800 N Stephen Carr Mem Blvd Fayetteville,AR,72704-5569 US

Notes:

UNIT COSTS

ITEM NO.	DESCRIPTION	QTY	UNIT PRICE	TOTAL AMOUNT
ACCS-PWR-0014	Focus Battery Power Block Power Block battery for Focus laser scanner and Freestyle.	1	\$ 689	\$ 620
ACCSS8032	Standard Carbon Fiber Tripod Carbon fiber tripod, super lightweight, highly stable, low-vibration, customized for Focus scanners for perfect performance and increased durability.	1	\$ 1,439	\$ 1,295

Check Payments:
FARO Technologies, Inc.
PO Box 116908
Atlanta, GA 30368-6908

FARO Technologies Inc., 125 Technology Park, Lake Mary FL 32746-6204
Electronic Payments:
FARO Technologies, Inc.
ABA: 061000104
Swift Nbr: SNTRUS3A
USD Account #: 1000009578609

Phone No: 407-333-9911
www.faro.com
Nasdaq: FARO

SOFTL0001	Single User Soft Lock Soft lock for one single user license. Software licenses purchased separately. Can be used together with FARO SCENE, CAM2, FARO Zone, As-Built, and RevEng Software products.	2	\$ 0	\$ 0
TR-BL-SCN-POS	Scanner Training - Facility POS Blended Learning Training combines flexible online modules with interactive face-to-face sessions for a comprehensive educational experience. Course includes the principles of Scanner operation, setup, and basic measurements and software. Classroom trainings are scheduled on a first come first served basis. Classes can be cancelled within two weeks of the scheduled date if sufficient enrollment is not met. Point of Sale training includes up to 2 persons for online course and 2 day classroom session.	1	\$ 0	\$ 0
LS9-CU 	FARO Focus Core 100m USA ships with: scanner head, Status Indicator, Quick Release, Battery, Power Dock , Power Supply, 64GB SD Card and reader, transport case, calibration certificate, quick start guide, manufacturer warranty	1	\$ 47,828	\$ 35,871

Check Payments:
 FARO Technologies, Inc.
 PO Box 116908
 Atlanta, GA 30368-6908

FARO Technologies Inc., 125 Technology Park, Lake Mary FL 32746-6204

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 Nasdaq: FARO

TR-BL-SCN-POS-FOR	Scanner Trng Forensic- Customer Site UG Blended Learning Training combines flexible online modules with interactive face-to-face sessions for a comprehensive educational experience. Course includes the principles of Scanner operation, setup, and basic measurements and software, and a concentraion on forensic tools and workflow. Customer Site Trainings are designed for up to Four trainees to ensure proper transfer of knowledge and understanding. Includes online course and 4 day customer site session.	1	\$ 10,537	\$ 8,430
ACCSS0299	80Mm Koppa Target Set A combination set of 12 x 80mm targets with rubber o-rings to secure the sphere to the 1/4" trajectory rods. All shipped in a plastic storage crate.	1	\$ 1,361	\$ 1,225

Check Payments:
 FARO Technologies, Inc.
 PO Box 116908
 Atlanta, GA 30368-6908

FARO Technologies Inc., 125 Technology Park, Lake Mary FL 32746-6204

Electronic Payments:
 FARO Technologies, Inc.
 ABA: 061000104
 Swift Nbr: SNTRUS3A
 USD Account #: 1000009578609

Phone No: 407-333-9911
 www.faro.com
 Nasdaq: FARO

TCO0200-5Y	Laser Scanner 5-year Complete Care PSA Laser Scanner 5-year Complete Care Pack - PSA. Consists of: Complete care coverage for 1 Focus Core/Premium scanner, 1 new time based subscription of SCENE, 1 new time based subscription of FARO Zone 3D expert. Covers through year 5 from point of sale.	1	\$ 22,139	\$ 18,818
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RECURRING COSTS

ITEM NO.	DESCRIPTION	YRS	ANNUAL PRICE	SUBTOTAL
----------	-------------	-----	--------------	----------

Total Unit Price: \$ 83,993.00

Total Recurring Costs: \$ 0.00

Total Discount: -(\$ 17,734.00)

Sub Total: \$ 66,259.00

Shipping & Handling: \$ 24.04

Total Excluding Tax: \$ 66,283.04

Total Taxes: \$ 4,809.68

Total Due: (USD) \$ 71,092.72

ITEM NO.	DESCRIPTION	QTY	UNIT PRICE	TOTAL AMOUNT
----------	-------------	-----	------------	--------------

Check Payments:
FARO Technologies, Inc.
PO Box 116908
Atlanta, GA 30368-6908

FARO Technologies Inc., 125 Technology Park, Lake Mary FL 32746-6204

Electronic Payments:
FARO Technologies, Inc.
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USD Account #: 1000009578609

Phone No: 407-333-9911
www.faro.com
Nasdaq: FARO

****Note: Taxes on this quote are budgetary estimates and are not binding. Taxes charged will be based on applicable tax rates assessed at the time of final invoice.**

Quote, including FARO Standard Delivery Terms and Conditions, accepted

Signature: _____ **Print:** Molly Rawn

Title: Mayor **Date:** _____

Accounts Payable Name: Willie Newman **Email:** wnewman@fayetteville-ar.gov

Do you require a PO number to be referenced on the invoice (x) No () Yes - PO #: _____

Check Payments:
FARO Technologies, Inc.
PO Box 116908
Atlanta, GA 30368-6908

FARO Technologies Inc., 125 Technology Park, Lake Mary FL 32746-6204

Electronic Payments:
FARO Technologies, Inc.
ABA: 061000104
Swift Nbr: SNTRUS3A
USD Account #: 1000009578609

Phone No: 407-333-9911
www.faro.com
Nasdaq: FARO

PURCHASE AGREEMENT AND CONDITIONS OF SALE: As a condition of this agreement, the applicable contract terms are FARO's Standard Terms and Conditions of Sale, or, if the Parties have entered into current master sales terms, such negotiated master terms.

The FARO Standard Terms and Conditions can be found at the following Web link (if such is not an active link, please copy and paste the Web address into a Web browser):

<https://www.faro.com/terms/>

You can also obtain the terms from your FARO sales representative or please email Contracts.AMER@faro.com for a copy.

The following article contains all our calibration information under their respective product headings

https://knowledge.faro.com/Essentials/Hardware/Compensation_Calibration_and_Certification_Standards_for_FARO_Devices

Check Payments:
FARO Technologies, Inc.
PO Box 116908
Atlanta, GA 30368-6908

FARO Technologies Inc., 125 Technology Park, Lake Mary FL 32746-6204

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Phone No: 407-333-9911
www.faro.com
Nasdaq: FARO



FARO Technologies, Inc.

125 Technology Park, Lake Mary, FL 32746

Tel: +1.407.333.9911 | Toll Free: 800.736.0234

Fax: +1.407.333.4181

Nasdaq: FARO

www.FARO.com

October 31 2025

Fayetteville Police Department

FARO Technologies Inc. – Sole Source Justification

To Whom It May Concern,

I am the public safety account manager responsible for selling FARO hardware & software in the state of Arkansas.

When doing a generic search of “3D Scanner”, a wide variety of potential vendors will likely appear. To get a better understanding if a vendor is truly a sole source, one must tighten the search parameters based on several factors. The most important of these are the end-user needs and requirements. While there may be numerous vendors that provide laser scanners, only a small few provide a full solution capable of satisfying the demanding needs of the public safety sector as well as the academic needs of forensic & criminal justice programs across the nation.

What makes FARO unique:

- The FARO Focus Premium 3D Laser Scanner solution is unique in a multitude of ways that demonstrates why it is the only product that satisfies the functional requirements as well as meet the criteria of a sole source.
 - The FARO solution is the most scientifically validated solution in the market and the only one that does digital security hashing at the scanner level vs. the software level, which could easily be contested in court that the data has been potentially altered between scanner capture and software deliverable.
 - Hash values and metadata are important for authenticating digital evidence in court under the Federal Rules of Evidence (FRE) 901:
 - Hash values
 - Unique numerical identifiers that confirm digital evidence has remained intact since it was collected. The chance of two data sets having the same hash value is less than one in one billion.
 - FRE 901 establishes the foundation for presenting evidence in court by requiring that it be properly authenticated or identified as genuine. The rule allows for various methods of authentication to accommodate different types of evidence and situations.
 - The FARO Focus Premium is compatible with FLASH technology which enables 30 second color scans, the fastest scan time available.
 - The FARO Focus has the longest scanner range available, capable of scanning 400 meters, which allows end-users to capture scenes more quickly.



- The FARO Focus Premium leverages a STREAM app that allows for remote operation of the scanner (improves officer safety), scan visualization and onsite registration to ensure all data is captured accurately prior to leaving the scene, which reduces the need for officers to have to go back out to a scene.
- The FARO Focus Premium does not use proprietary storage means, but rather a standard SD card storage plus an internal solid state hard drive allowing for universal and multiple data storage means. SD cards can easily, and cost effectively be purchased for use. Additionally, this prevents your scanner from ever acting as the primary storage device and potentially being subpoenaed in a case as the original data medium (such as using cell phone to take pictures of crime scene).
- FARO is the only scanner manufacturer whose software has photogrammetry and videogrammetry capabilities, which allows for direct importing of drone, cell phone, DSLR, & videos to create 3D point clouds. Additionally, there are advanced features like virtual reality (VR) capability, Google and Bing aerial image availability, AI-driven scene cleanup tools, seamless integration of a vehicle's CDR (Crash Data Recorder) data, slope calculator and the availability of 1,600 high quality vehicle models. These industry-leading advanced features make it easy to perform accurate analysis of an event and produce detailed visuals, such as precise 2D and 3D diagrams, compelling animations, and courtroom ready reports.
- From a security perspective the FARO Focus doesn't require cloud services nor wireless transmission of any sensitive data and also doesn't require the use of any secondary/external devices to control (completely self-contained unit with viewing screen).
- Direct, hassle free integration with Axon data storage platform
- Extensive experience partnering with colleges and universities across the nation leading to valuable experience structuring and developing a program around our technology as well as access to established course curriculums already deployed across the US.
- Seamless integration with other local, state, and federal agencies using the same FARO solutions (Arkansas State Police, Arkansas Game & Fish, FBI, Fort Smith Police Department, etc...)

Rest assured that FARO stands behind our industry-leading digital reality capture solutions and we look forward to working with you and your team with this latest technology to improve your agency's forensic capabilities.

If you have any questions or require additional information, please feel free to contact me at Richard.britt@faro.com, or 407-408-6728.

Sincerely,

Richard K. Britt

Senior Account Manager
FARO Technologies, Inc.



MEETING OF NOVEMBER 25, 2025

TO: Mayor Rawn and City Council

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

FROM: Jessica Masters, Planning Director

SUBJECT: **RZN-2025-0048: Rezoning (N. MARKS MILL LN/RAMAY JR. HIGH SCHOOL, 368): Submitted by CRAFTON TULL for property located SOUTH OF N. MARKS MILL LANE. in WARD 3. The property is zoned RSF-4, RESIDENTIAL SINGLE-FAMILY, FOUR UNITS PER ACRE and UC, URBAN CORRIDOR, and contains approximately 26.7 acres. The request is to rezone the property to P-1, INSTITUTIONAL.**

RECOMMENDATION:

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

BACKGROUND:

The subject property is in central Fayetteville, east of College Avenue and south of where N. Marks Mill Lane terminates. Totalling approximately 26.7 acres, the property is zoned RSF-4, Residential Single-Family, 4 Units per Acre and UC, Urban Corridor, and is within the Hillside/Hilltop Overlay District. The site is almost entirely covered with tree canopy and has an approximately 23% slope upward as the property moves eastward away from N. College Avenue.

Request: The request is to rezone the subject property from RSF-4, Residential Single-Family, 4 Units per Acre, and UC, Urban Corridor, to P-1, Institutional.

Public Comment: Staff and the Planning Commission received comments in support of and in opposition to the request. Those in support value the centralized location for a potential school and appreciate the school district's proposed design. Some in support regarded the school's centralized location as an environmental net benefit, arguing that placing a school in the center of town would reduce vehicle miles traveled and overall emissions. Those in opposition issued concerns with the environmental implications of building a school facility on a tree-covered hillside, including erosion, stormwater runoff, and removal of significant tree canopy and negative effects to wildlife. Opposition also reflects concerns about traffic patterns and adequacy of existing street networks.

Land Use Compatibility: Staff finds the requested rezoning to be compatible with the surrounding area and current land uses. The property in question encompasses approximately 26 acres which fronts the 71-B Corridor to the west, and transitions into a residential neighborhood as it moves eastward. RSF-4 zoning allows for single-family residential uses where P-1 would allow for institutional uses such as schools, parks, and government facilities. More broadly, while the applicant intends to use this property for a public school, P-1 would be the appropriate zoning district to apply to this site if it were to be used for parks purposes, or other

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov

community-oriented uses such as hospitals or community centers. Under the current zoning allowances, the RSF-4 portion of the site could be built to an overall density of 4 units per acre, or up to 92 single-family dwelling units. The UC portion could be constructed with an unspecified density allowance and up to 8 stories in building height. The lot widths, areas, and building height requirements in P-1 are compatible as well. While RSF-4 has a maximum building height of 3 stories, P-1 allows for a maximum building height of 6 stories. Given the property's slope, a 6-story structure would likely need to be built into the hillside for structural reasons, so a 6-story building is not likely to overpower either N. College Avenue or the surrounding residential neighborhood. The City of Fayetteville's zoning code governs story height by building code requirements, which state that a story is measured having its finished floor surface entirely above grade plane.

The Hillside Hilltop Overlay District also affects this property; this overlay is meant to protect development outcomes along hillsides by requiring additional tree preservation and engineered footings for structures to help avoid foundational issues in the future. Further, while the property is currently within a floodplain and there is a protected stream on site, these details are evaluated and reviewed for compliance at the time of development. Tree preservation requirements are also reviewed for at the time of development.

Land Use Plan Analysis: Staff finds the proposed rezoning to be consistent with the goals in City Plan 2040. A rezoning from RSF-4 to P-1 contributes to City Plan 2040 goal #3, in that it helps promote a compact, complete, and connected development throughout the area by affording the ability to develop additional amenities and services rather than the existing designation. Building schools, parks, and other facilities closely to residential areas promotes walkability and desirability for residents and families and aligns with the City's goals for infill. These anchor institutions can also be catalysts for other types of nearby, compatible development, as opposed to citing these facilities in peripheral areas. Given the City's recent initiative to rezone the 71-B Corridor to a zoning designation that allows for residential uses, staff finds that this location for a school or other institutional use could help promote the type of development goals that the City intends for the overall corridor.

CITY PLAN 2040 INFILL MATRIX: City Plan 2040's Infill Matrix indicates a score of **5-9** for this site. The following elements of the matrix contribute to the score:

- Adequate Fire Response (Station #2, 138 W. North Street)
- Near Sewer Main (N. College Ave., Marks Mill Lane, E. Ash Street)
- Near Water Main (N. College Ave., Marks Mill Lane, E. Ash Street)
- Near Public School (Woodland Jr. High)
- Near City Park (Gregory Park)
- Near Paved Trail (Old Wire Sidepath Trail)
- Near ORT Bus Stop (N. College and Poplar)
- Appropriate Future Land Use (City Neighborhood, west side of site)
- Near 71B Corridor (Adjacent to N. College Avenue)

DISCUSSION:

At the October 27, 2025 Planning Commission meeting, a vote of 7-1-1 forwarded this item to the City Council with a recommendation of approval. Commissioner Payne made the motion with Commissioner McGetrick offering the second. (Commissioner Payne was opposed and Commissioner Cabe recused). Commissioners in support of the rezoning request found that it was compatible with surrounding land uses and consistent with overarching City goals. More specifically, Commissioners argued that an institutional zoning district in this location was likely the best outcome for a difficult piece of property to develop. In response to public comment, Commissioners conferred with the City Attorney's office and City staff regarding enforcement of private

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov

covenants, factors for consideration when looking at a rezoning request, and what development-level details should be expected of an applicant at this time in the process. Recognizing that public improvements (such as street improvements or necessary traffic studies) would be discussed and determined at the time of a development proposal, Commissioners supported the request to change the zoning at this location. Commissioner Payne, who opposed the request, found that there were too many environmental concerns with the physical nature of the site and could not support it. Thirty members of the public spoke at the meeting, with 18 opposed, and 12 in favor. Four members of the public who were in favor were members of the Fayetteville Public School Board. Public comments are summarized above, and written comments are attached to the staff's packet.

BUDGET/STAFF IMPACT:

N/A

ATTACHMENTS: 3. Staff Review Form, 4. Exhibit A, 5. Exhibit B, 6. Planning Commission Staff Report



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2025-2270

AN ORDINANCE TO REZONE THE PROPERTY DESCRIBED IN REZONING PETITION RZN 2025-48 FOR APPROXIMATELY 26.7 ACRES LOCATED SOUTH OF NORTH MARKS MILL LANE IN WARD 3 FROM RSF-4, RESIDENTIAL SINGLE-FAMILY, 4 UNITS PER ACRE AND UC, URBAN CORRIDOR TO P-1, INSTITUTIONAL

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby changes the zone classification of the property shown on the map (Exhibit A) and the legal description (Exhibit B) both attached to the Planning Department's Agenda Memo RSF-4, Residential Single-Family, 4 Units Per Acre and UC, Urban Corridor to P-1, Institutional.

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

City of Fayetteville Staff Review Form

2025-2270

Item ID

11/18/2025

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

Jonathan Curth

10/31/2025

DEVELOPMENT REVIEW (630)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

RZN-2025-0048: Rezoning (N. MARKS MILL LN/RAMAY JR. HIGH SCHOOL, 368): Submitted by CRAFTON TULL for property located SOUTH OF N. MARKS MILL LANE in WARD 3. The property is zoned RSF-4, RESIDENTIAL SINGLE-FAMILY, FOUR UNITS PER ACRE and UC, URBAN CORRIDOR, and contains approximately 26.7 acres. The request is to rezone the property to P-1, INSTITUTIONAL.

Budget Impact:

Account Number

Fund

Project Number

Project Title

Budgeted Item? No

Total Amended Budget

\$ -

Expenses (Actual+Encum)

\$ -

Available Budget

\$ -

Does item have a direct cost? No

Item Cost

\$ -

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ -

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

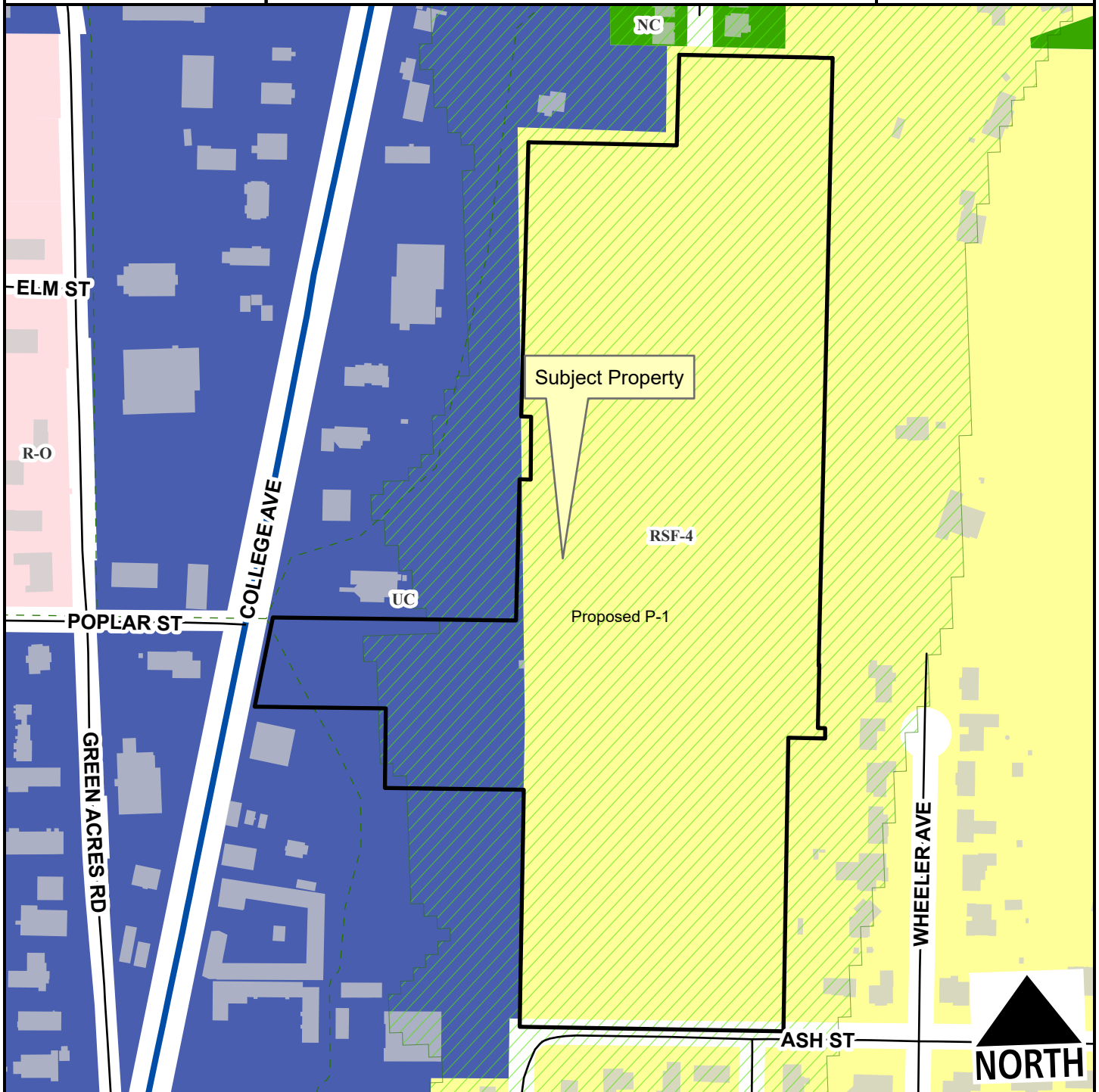
Comments:

RZN-2025-0048

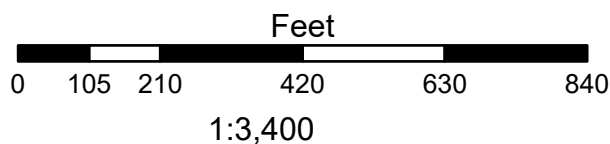
N. MARKS MILL LN

EXHIBIT A

Close Up View



- Regional Link - High Activity
- Residential Link
- Hillside-Hilltop Overlay District
- Trail (Proposed)
- Planning Area
- Fayetteville City Limits



Zone	Current	Proposed
P-1	0.0	26.5
RSF-4	23.2	0.0
UC	3.1	0.0

Total 26.5 ac

EXHIBIT B

TRACT "A", AS PER PLAT RECORD 2024-000225626 IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS, BEING PART OF THE NE 1/4 OF THE SW 1/4 OF SECTION 3, TOWNSHIP 16 NORTH, RANGE 30 WEST, WASHINGTON COUNTY ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NE 1/4 OF THE SW 1/4 OF SAID SECTION 3, SAID POINT BEING A 2" ALUMINUM CAP STAMPED PS 1005;
THENCE ALONG THE WEST LINE THEREOF S03°00'13"W 176.40 FEET TO THE POINT OF BEGINNING AT THE NORTHWEST CORNER OF SAID TRACT "A", SAID POINT BEING A 1/2" IRON WITH PS 1005 CAP;
THENCE ALONG THE NORTH LINE THEREOF S87°18'12"E 289.44 FEET TO A 1/2" IRON WITH PS 1005 CAP;
THENCE ALONG SAID NORTH LINE N03°02'01"E 176.44 FEET TO THE NORTH LINE OF THE NE 1/4 OF THE SW 1/4 OF SAID SECTION 3 ON THE NORTH LINE OF SAID TRACT "A", SAID POINT BEING A 5/8" IRON WITH PS 1642 CAP;
THENCE ALONG SAID NORTH LINE S87°18'41"E 299.51 FEET TO THE NORTHEAST CORNER OF SAID TRACT "A", SAID POINT BEING A 1/2" IRON WITH PS 1005 CAP;
THENCE ALONG THE EAST LINE THEREOF S02°50'50"W 1193.95 FEET TO THE SOUTHEAST CORNER OF SAID TRACT "A", SAID POINT BEING A 1/2" IRON WITH PS 1005 CAP;
THENCE ALONG THE SOUTH LINE THEREOF S37°52'11"W 150.73 FEET TO A 1/2" IRON;
THENCE ALONG SAID SOUTH LINE N87°31'44"W 506.15 FEET TO THE SOUTHWEST CORNER OF THE NE 1/4 OF THE SW 1/4 OF SAID SECTION 3 AT THE SOUTHWEST CORNER OF SAID TRACT "A", SAID POINT BEING A 2" ALUMINUM CAP STAMPED PS 1005;
THENCE ALONG THE WEST LINE OF SAID TRACT "A" THE FOLLOWING FIVE COURSES:
THENCE N03°00'13"E 485.23 FEET TO THE SOUTH LINE OF DEED RECORD 2016-00026988, SAID POINT BEING A 1/2" IRON WITH PS 1005 CAP;
THENCE ALONG SAID SOUTH LINE S86°38'24"E 21.47 FEET TO THE SOUTHEAST CORNER OF DEED RECORD 2016-00026988, SAID POINT BEING A 5/8" IRON;
THENCE ALONG EAST LINE THEREOF N01°59'23"E 122.76 FEET TO THE NORTHEAST CORNER OF DEED RECORD 2016-00026988, SAID POINT BEING A 3/4" PIPE;
THENCE ALONG NORTH LINE THEREOF N86°54'20"W 19.30 FEET TO A 1/2" IRON WITH PS 1005 CAP;
THENCE LEAVING SAID NORTH LINE N03°00'13"E 534.82 FEET TO THE POINT OF BEGINNING, CONTAINING 16.52 ACRES, MORE OR LESS AND SUBJECT TO ANY AND ALL EASEMENTS OF RECORD OR FACT.

AND

PART OF TRACT "B", AS PER PLAT RECORD 2024-000225626 IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS, BEING PART OF THE W 1/2 OF THE SW 1/4 OF SECTION 3, TOWNSHIP 16 NORTH, RANGE 30 WEST, WASHINGTON COUNTY ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE NE 1/4 OF THE SW 1/4 OF SAID SECTION 3, ON THE EAST LINE OF SAID TRACT "B", SAID POINT BEING A 2" ALUMINUM CAP STAMPED PS 1005;
THENCE ALONG THE WEST LINE THEREOF S03°01'22"W 129.90 FEET TO THE NORTHEAST CORNER OF SAID TRACT "B", SAID POINT BEING A 5/8" IRON WITH PS 1532 CAP;

THENCE ALONG THE NORTH LINE THEREOF N87°17'46"W 270.41 FEET TO THE NORTHWEST CORNER OF SAID TRACT "B", SAID POINT BEING A 1/2" IRON;
THENCE ALONG THE WEST LINE THEREOF N02°42'14"E 155.40 FEET TO A MAG NAIL;
THENCE LEAVING SAID WEST LINE N87°17'46"W 256.04 FEET TO A 1/2" IRON WITH PS 1005 CAP;
THENCE N13°35'18"E 177.82 FEET TO THE SOUTH LINE OF SAID TRACT "B", SAID POINT BEING A 1/2" IRON WITH PS 1005 CAP;
THENCE ALONG SAID SOUTH LINE S87°17'15"E 494.65 FEET TO THE SOUTHEAST CORNER OF SAID TRACT "B", SAID POINT BEING A 1/2" IRON WITH PS 1005 CAP;
THENCE ALONG THE EAST LINE THEREOF S03°00'13"W 200.05 FEET TO THE POINT OF BEGINNING, CONTAINING 3.01 ACRES, MORE OR LESS AND SUBJECT TO ANY AND ALL EASEMENTS OF RECORD OR FACT.

AND

PART OF THE SE OF THE SW OF SECTION 3, TOWNSHIP 16 NORTH, RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS, AND BEING MORE PARTICULARLY DESCRIBED FOLLOWS, TO-WIT: BEGINNING AT THE NORTHWEST CORNER OF SAID 40-ACRE TRACT, AND RUNNING THENCE SOUTH 3S.9 RODS; THENCE EAST 31.17 RODS; THENCE NORTH 35.9 RODS; THENCE WEST 31,17 RODS TO THE POINT OF BEGINNING. ALSO PART OF THE SE OF THE SW OF SECTION 3, TOWNSHIP 16 NORTH, RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS, AND BEING MORE PARTICULARLY DESCRIBED FOLLOWS, TO-WIT: BEGINNING AT THE NORTHEAST CORNER OF SAID LAST DESCRIBED TRACT, AND RUNNING THENCE EAST 4 1/3 RODS THENCE SOUTH 20 FEET; THENCE WEST 4 1/3 RODS; THENCE NORTH TO THE POINT OF BEGINNING. ALSO PART THE SE OF THE SW OF SECTION 3, TOWNSHIP 16 NORTH, RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS, AND BEING MORE PARTICULARLY DESCRIBED FOLLOWS, TO-WIT: BEGINNING AT A POINT WHICH IS 9 CHAINS EAST OF THE SOUTHWEST CORNER OF SAID FORTY ACRE TRACT, AND RUNNING THENCE NORTH 126 FEET; THENCE IN A SOUTHWESTERLY DIRECTION TO THE SOUTH LINE OF SAID FORTY ACRE TRACT TO A POINT 87 FEET WEST OF THE BEGINNING POINT; THENCE EAST 87 FEET TO THE POINT OF BEGINNING.



TO: Fayetteville Planning Commission

FROM: Jessie Masters, Planning Director

MEETING DATE: October 27, 2025 **Updated with final results**

SUBJECT: **RZN-2025-0048: Rezoning (N. MARKS MILL LN/RAMAY JR. HIGH SCHOOL, 368):** Submitted by CRAFTON TULL for property located SOUTH OF N. MARKS MILL LANE. The property is zoned RSF-4, RESIDENTIAL SINGLE-FAMILY, FOUR UNITS PER ACRE and UC, URBAN CORRIDOR, and contains approximately 26.7 acres. The request is to rezone the property to P-1, INSTITUTIONAL.

RECOMMENDATION:

Staff recommends forwarding **RZN-2025-0048** to City Council with a recommendation of approval.

RECOMMENDED MOTION:

*"I move to forward **RZN-2025-0048** to City Council with a recommendation of approval."*

BACKGROUND:

The subject property is in central Fayetteville, east of College Avenue and south of where N. Marks Mill Lane terminates. Totalling approximately 26.7 acres, the property is zoned RSF-4, Residential Single-Family, 4 Units per Acre and UC, Urban Corridor, and is within the Hillside/Hilltop Overlay District. The site is almost entirely covered with tree canopy and has an approximately 23% slope upward as the property moves eastward away from N. College Avenue. Surrounding land uses and zoning are depicted in *Table 1*.

Table 1:
Surrounding Land Uses and Zoning

Direction	Land Use	Zoning
North	Single-Family Residential	UC, Urban Corridor; NC, Neighborhood Conservation
South	Single-Family Residential	RSF-4, Residential Single-Family, Four Units per Acre
East	Single-Family Residential	RSF-4, Residential Single-Family, Four Units per Acre
West	Commercial	UC, Urban Corridor

Request: The request is to rezone the subject property from RSF-4, Residential Single-Family, 4 Units per Acre, and UC, Urban Corridor, to P-1, Institutional.

Public Comment: To date, staff has received public comment both in support of an opposition to this request. Those in support value the centralized location for a potential school. Those in opposition have major concerns with the environmental implications of building a school facility on a tree-covered hillside, including erosion, stormwater runoff, and removal of significant tree canopy and negative effects to wildlife. Opposition also reflects concerns about traffic patterns and adequacy of existing street networks.

INFRASTRUCTURE AND ENVIRONMENTAL REVIEW:

Streets: The subject area has street frontage along North College Avenue. North College Avenue is an improved Regional Link – High Activity Street with asphalt paving, sidewalk, curb, and gutter. The subject area has street frontage along East Ash Street. East Ash Street is a partially improved Residential Link Street with asphalt paving and open ditches. The subject area has street frontage at the end of N. Marks Mill Lane, which is a partially improved Residential Link Street with asphalt paving and open areas at the end of the street. Any street improvements required in these areas would be determined at the time of the development proposal. Any additional improvements or requirements for drainage will be determined at time of development.

Water: Public water is available to the subject area. An existing 8-inch water main is present along N. College Avenue. An existing 8-inch water main is present along E. Ash Street, and an existing 8-inch water main is present at the end of North Marks Mill Lane.

Sewer: Sanitary sewer is available to the subject area. An existing 6-inch sewer main is present along N. College Avenue. An existing 6-inch sewer main is present along E. Ash Street and along the East side of the subject property. An existing 8-inch sewer main is present at the end of N. Marks Mill Lane and along the North side of the subject property. There are known wet weather sewer capacity issues identified in the City's 2021 Sewer Master Plan that appear in the system approximately 6,500 linear feet downstream of this property.

Drainage: Portions of this site are located within the Hillside-Hilltop Overlay District. Portions of the site along N. College Avenue are also located within a FEMA floodplain, contain a protected stream and there are hydric soils present. Engineered footing designs will be required at the time of building permit submittal, as well as grading, erosion control and tree preservation plans. A floodplain development review will be required at the time of permit or plan submittal. This will restrict the type of development and impact in flood zones; and may require additional documentation such as flood studies or elevation certificates depending on the type of development. If a development impacts a floodplain, those impacts may require review and approval from FEMA. Streamside Protection Zones generally consists of a protected area on each side of a stream or creek. This "protected area" is meant to preserve woody vegetation and natural areas along stream corridors to improve/protect stream health. At a minimum, it will be 50ft wide as measured from the top of bank but depending on the shape and extents of the floodway, it could be substantially more. Certain construction activities such as trails and some utilities are allowed in these zones, but in general, improvements such as parking lots or buildings are prohibited.

Hydric soils are a known indicator of wetlands. However, for an area to be classified as wetlands, it may also need other characteristics such as hydrophytes (plants that grow in water), and shallow water during parts of the year. Hydric Soils can be found across many areas of Fayetteville, including valleys, floodplains, and open prairies. It's important to identify these natural resources during development, so when these soils are identified on a property, further environmental studies will be required at the time of development. Before permits can be issued for the

property a statement/report from an environmental professional must be provided summarizing the existence of wetlands on the property. If this statement/report indicates that wetlands may be present on site, a USACE Determination of Jurisdictional Wetlands will be required at the time of development submittal.

Fire: Fire apparatus access and fire protection water supplies will be reviewed for compliance with the Arkansas Fire Prevention Code at the time of development. Station 2, located at 138 W North St, protects this site. The property is located approximately 1.1 miles from the fire station with an anticipated drive time of approximately 3 minutes using existing streets. The anticipated response time would be approximately 5.2 minutes. The Fire Department response time is calculated based on the drive time plus 1 minute for dispatch and 1.2 minutes for turn-out time. Within the City Limits, the Fayetteville Fire Department has a response time goal of 6 minutes for an engine and 8 minutes for a ladder truck.

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

Tree Preservation:

The proposed zoning district, P-1, Institutional, requires **25% minimum canopy preservation**. RSF-4, Residential Single-Family, 4 Units per Acre requires **25% minimum canopy preservation** and UC, Urban Corridor requires **20% minimum canopy preservation**.

CITY PLAN 2040 FUTURE LAND USE PLAN: The City Plan 2040 Future Land Use Plan designates the property within the proposed rezone as **City Neighborhood and Residential Neighborhood Areas**.

Residential Neighborhood Areas are primarily residential in nature and support a wide variety of housing types of appropriate scale and context: single-family, duplexes, rowhouses, multifamily and accessory dwelling units. Residential Neighborhood encourages highly connected, compact blocks with gridded street patterns and reduced building setbacks. It also encourages traditional neighborhood development that incorporates low-intensity non-residential uses intended to serve the surrounding neighborhoods, such as retail and offices, on corners and along connecting corridors. This designation recognizes existing conventional subdivision developments which may have large blocks with conventional setbacks and development patterns that respond to features of the natural environment. Building setbacks may vary depending on the context of the existing neighborhood.

City Neighborhood Areas are more densely developed than residential neighborhood areas and provide a mix of non-residential and residential uses. This designation supports the widest spectrum of uses and encourages density in all housing types, from single-family to multi-family. Non-residential and commercial uses are primarily located at street intersections and along major corridors. Ideally, commercial uses would have a residential component and vary in size, variety and intensity. The street network should have a high number of intersections creating a system of small blocks with a high level of connectivity between neighborhoods. Building setbacks and landscaping are urban in form with street trees typically being located within the sidewalk zone.

CITY PLAN 2040 INFILL MATRIX: City Plan 2040's Infill Matrix indicates a score of **5-9** for this site with a weighted score of **11**. The following elements of the matrix contribute to the score:

- Adequate Fire Response (Station #2, 138 W. North Street)

- Near Sewer Main (N. College Ave., Marks Mill Lane, E. Ash Street)
- Near Water Main (N. College Ave., Marks Mill Lane, E. Ash Street)
- Near Public School (Woodland Jr. High)
- Near City Park (Gregory Park)
- Near Paved Trail (Old Wire Sidepath Trail)
- Near ORT Bus Stop (N. College and Poplar)
- Appropriate Future Land Use (City Neighborhood, west side of site)
- Near 71B Corridor (Adjacent to N. College Avenue)

FINDINGS OF THE STAFF

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

Finding: ***Land Use Compatibility:*** Staff finds the requested rezoning to be compatible with the surrounding area and current land uses. The property in question encompasses approximately 26 acres which fronts the 71-B Corridor to the west, and transitions into a residential neighborhood as it moves eastward. RSF-4 zoning allows for single-family residential uses where P-1 would allow for institutional uses such as schools, parks, and government facilities. More broadly, while the applicant intends to use this property for a public school, P-1 would be the appropriate zoning district to apply to this site if it were to be used for parks purposes, or other community-oriented uses such as hospitals or community centers. Under the current zoning allowances, the RSF-4 portion of the site could be built to an overall density of 4 units per acre, or up to 92 single-family dwelling units. The UC portion could be constructed with an unspecified density allowance and up to 8 stories in building height. The lot widths, areas, and building height requirements in P-1 are compatible as well. While RSF-4 has a maximum building height of 3 stories, P-1 allows for a maximum building height of 6 stories. Given the property's slope, a 6-story structure would likely need to be built into the hillside for structural reasons, so a 6-story building is not likely to overpower either N. College Avenue or the surrounding residential neighborhood. The City of Fayetteville's zoning code governs story height by building code requirements, which state that a story is measured having its finished floor surface entirely above grade plane.

The Hillside Hilltop Overlay District also affects this property; this overlay is meant to protect development outcomes along hillsides by requiring additional tree preservation and engineered footings for structures to help avoid foundational issues in the future. Further, while the property is currently within a floodplain and there is a protected stream on site, these details are evaluated and reviewed for compliance at the time of development. Tree preservation requirements are also reviewed for at the time of development.

Land Use Plan Analysis: Staff finds the proposed rezoning to be consistent with the goals in City Plan 2040. A rezoning from RSF-4 to P-1 contributes to City Plan 2040 goal #3, in that it helps promote a compact, complete, and connected development throughout the area by affording the ability to

develop additional amenities and services rather than the existing designation. Building schools, parks, and other facilities closely to residential areas promotes walkability and desirability for residents and families and aligns with the City's goals for infill. These anchor institutions can also be catalysts for other types of nearby, compatible development, as opposed to citing these facilities in peripheral areas. Given the City's recent initiative to rezone the 71-B Corridor to a zoning designation that allows for residential uses, staff finds that this location for a school or other institutional use could help promote the type of development goals that the City intends for the overall corridor.

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

Finding: Staff finds there is sufficient justification to rezone the property from RSF-4 to P-1. This request will allow for the development of institutional uses in the area. Schools and other cultural and recreational facilities are a vital service and while not strictly residential, are a necessary neighborhood amenity.

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

Finding: A rezoning from RSF-4 to P-1 has the potential to increase traffic to this location, though not necessarily in a way that is significantly worse than how the property could be developed under its current zoning entitlement. The property has access to three street frontages, which can help deconcentrate and diffuse traffic for development. It is worth noting that institutional uses, such as churches or schools, can have more concentrated traffic patterns than a residential district would, and any necessary street improvements to off-set those challenges would have to be borne by the developer.

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

Finding: The P-1 zoning district does not permit by-right residential uses and is therefore unlikely to increase the population density in this area. The overall property has access to existing water and sanitary sewer as well as fully-improved streets. Any development on this site will be responsible for increasing sewer, water, and street capacity as needed. As for the project's impact on school capacity, the proposal is a response to increasing attendance in the Fayetteville Public School District.

5. If there are reasons why the proposed zoning should not be approved in view of considerations under b (1) through (4) above, a determination as to whether the proposed zoning is justified and/or necessitated by peculiar circumstances such as:
 - a. It would be impractical to use the land for any of the uses permitted under its existing zoning classifications;
 - b. There are extenuating circumstances which justify the rezoning even though there are reasons under b (1) through (4) above why the proposed

zoning is not desirable.

Finding: N/A

RECOMMENDATION: Planning staff recommends forwarding RZN-2025-0048 to City Council with a recommendation of approval.

PLANNING COMMISSION ACTION: Required <u>YES</u>			
Date: <u>October 27, 2025</u>	☐ Tabled	☒ Forwarded	☐ Denied
Motion: Payne		with a recommendation of approval.	
Second: McGetrick			
Vote: 7-1-1 (Payne opposed; Cabe recused).			

BUDGET/STAFF IMPACT:

None

ATTACHMENTS:

- Unified Development Code
 - §161.07 District RSF-4, Residential Single-Family - Four (4) Units Per Acre
 - §161.36 Urban Corridor
 - §161.32 District P-1, Institutional
- One Mile Map
- Close-Up Map
- Current Land Use Map
- Future Land Use Map
- Request Letter
- Long-Range Planning Memo
- Public Comment **UPDATED 10/28/2025**

161.07 District RSF-4, Residential Single-Family - Four (4) Units Per Acre

(A) *Purpose.* The RSF-4 Residential District is designed to permit and encourage the development of low density detached dwellings in suitable environments, as well as to protect existing development of these types.

(B) *Uses.*

(1) *Permitted Uses.*

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

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 9	Two-family dwellings
Unit 12a	Limited business
Unit 24	Home occupations
Unit 36	Wireless communications facilities
Unit 44	Cluster Housing Development

(C) *Density.*

	Single-family dwellings	Two (2) family dwellings
Units per acre	4 or less	7 or less

(D) *Bulk and Area Regulations.*

	Single-family dwellings	Two (2) family dwellings
Lot minimum width	70 feet	80 feet
Lot area minimum	8,000 square feet	12,000 square feet
Land area per dwelling unit	8,000 square feet	6,000 square feet
Hillside Overlay District Lot minimum width	60 feet	70 feet
Hillside Overlay District Lot area minimum	8,000 square feet	12,000 square feet
Land area per dwelling unit	8,000 square feet	6,000 square feet

(E) *Setback Requirements.*

Front	Side	Rear
15 feet	5 feet	15 feet

(F) *Building Height Regulations.*

Building Height Maximum	3 stories
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(G) *Building Area.* On any lot the area occupied by all buildings shall not exceed 40% of the total area of such lot. Accessory ground mounted solar energy systems shall not be considered buildings.

(Code 1991, §160.031; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99; Ord. No. 4858, 4-18-06; Ord. No. 5028, 6-19-07; Ord. No. 5128, 4-15-08; Ord. No. 5224, 3-3-09; Ord. No. 5312, 4-20-10; Ord. No. 5462, 12-6-11; Ord. No. 5921, §1, 11-1-16; Ord. No. 5945, §8, 1-17-17; Ord. No. 6015, §1(Exh. A), 11-21-17; Ord. No. 6245, §2, 10-15-19; Ord. No. 6427, §§1(Exh. C), 2, 4-20-21)

Editor's note(s)—Ord. No. 6820, §1, adopted December 4, 2024, determines that Ordinance 6427 (Sunset Clause), Ordinance 6625 (extending Sunset Clause) and Ordinance 6710 (extending the Sunset Clause) be amended so that Ordinance 6427 and all amendments to Code Sections ordained or enacted by Ordinance 6427 shall automatically sunset, be repealed and become void on July 1, 2025 at 7:00 p.m. unless prior to that time and date the City Council amends this ordinance to repeal or further amend this sunset, repeal and termination section.

161.36 Urban Corridor

(A) *Purpose.* The Urban Corridor District is designed to provide a mix of commercial uses and housing along corridors that provide multi-modal transportation options. The district encourages walkable commercial, residential, and mixed-use developments in urban form that enhance function, economic vitality, and appearance along major urban thoroughfares.

(B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 10	Three- and Four-Family Dwellings
Unit 13	Eating places
Unit 14	Hotel, Motel, and Amusement Facilities
Unit 16	Shopping Goods
Unit 19	Commercial Recreation, Small Sites
Unit 24	Home occupations
Unit 25	Offices, studios, and related services
Unit 26	Multi-family dwellings
Unit 34	Liquor Stores
Unit 40	Sidewalk Cafes
Unit 41	Accessory Dwellings
Unit 45	Small scale production
Unit 46	Short-term rentals

Note: Any combination of the above uses is permitted upon any lot within this zone. Conditional uses shall need approval when combined with pre-approved uses.

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 8	Single-Family Dwellings
Unit 9	Two-Family Dwellings
Unit 17	Transportation trades and services
Unit 18	Gasoline Service Stations and Drive-Thru Restaurants
Unit 20	Commercial Recreation, Large Sites
Unit 21	Warehousing and Wholesale
Unit 28	Center for Collecting Recyclable Materials
Unit 29	Dance Halls
Unit 32	Sexually Oriented Business
Unit 35	Outdoor Music Establishments
Unit 36	Wireless communication facilities
Unit 38	Mini-Storage Units
Unit 42	Clean Technologies
Unit 43	Animal Boarding and Training
Unit 44	Cluster Housing Development
Unit 48	Private dormitories

(C) *Density.* None.

(D) *Bulk and Area Regulations.*

- (1) *Lot Width Minimum.* None.
- (2) *Lot Area Minimum.* None.

(E) *Setback Regulations.*

Front	A build-to zone that is located between the front property line and a line 30 feet from the front property line.
Side and rear:	None
Side or rear, when contiguous to a single-family residential district:	15 feet

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

(G) *Building Height Regulations.*

Building Height Maximum	8 stories
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(Ord. No. 6793, § 1, 9-17-24; Ord. No. 6810, §1, 11-19-24; Ord. No. 6879, §2, 5-20-25)

161.32 District P-1, Institutional

(A) *Purpose.* The Institutional District is designed to protect and facilitate use of property owned by larger public institutions and church related organizations.

(B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 46	Short-term rentals

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 26	Multi-family dwellings
Unit 36	Wireless communications facilities
Unit 42	Clean technologies

(C) *Density.* None.

(D) *Bulk and Area Regulations.* None.

(E) *Setback Regulations.*

Front	30 feet
Front, if parking is allowed between the right-of-way and the building	50 feet
Side	20 feet
Side, when contiguous to a residential district	25 feet
Rear	25 feet
Rear, from center line of public alley	10 feet

(F) *Height Regulations.* There shall be no maximum height limits in P-1 Districts, provided, however, if a building exceeds the height of two (2) stories, the portion of the building that exceeds two (2) stories shall have an additional setback from any boundary line of an adjacent residential district. The amount of additional setback for the portion of the building over two (2) stories shall be equal to the difference between the total height of that portion of the building, and two (2) stories.

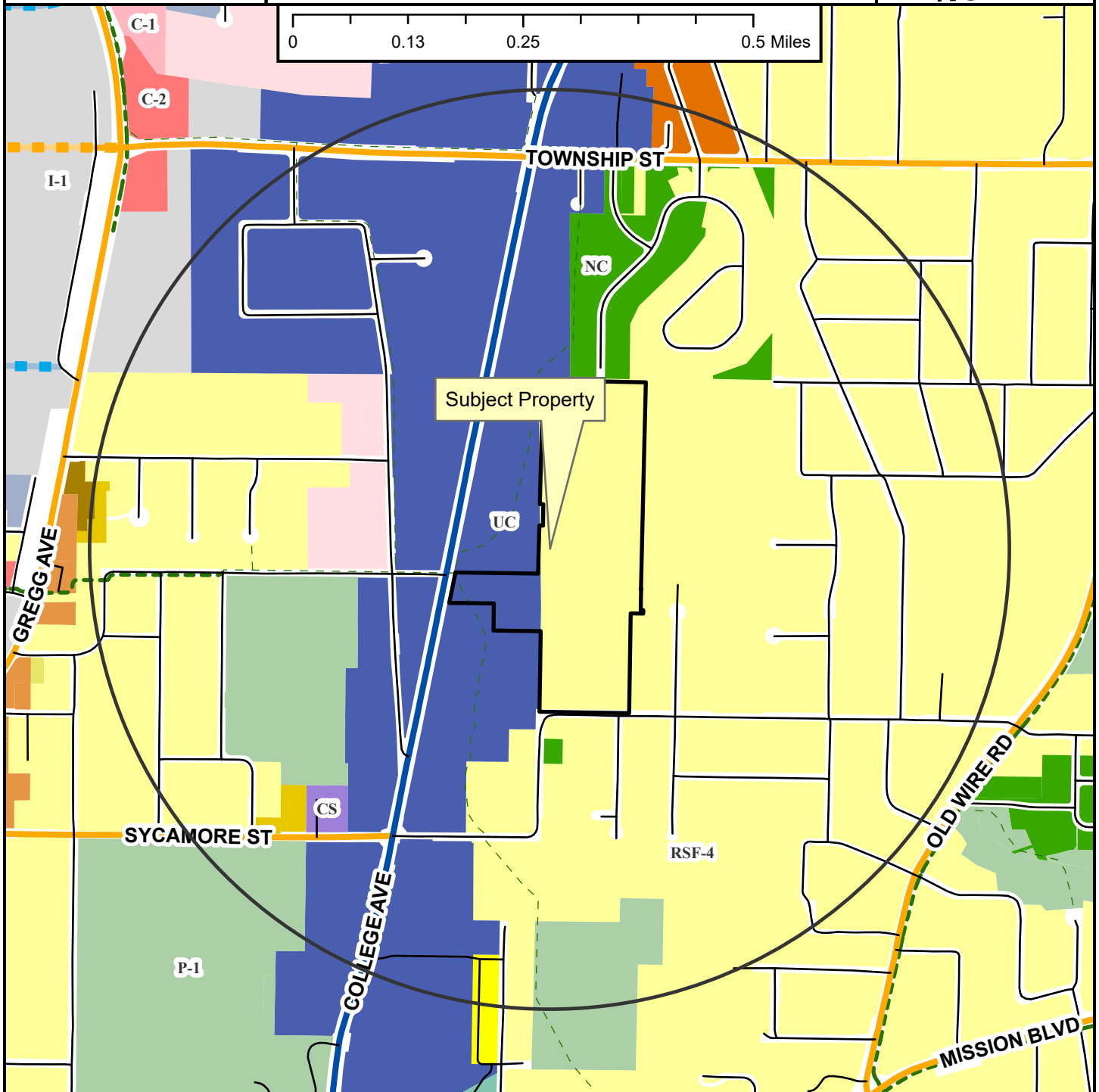
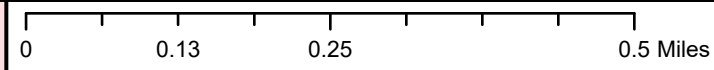
(G) *Building Area.* On any lot the area occupied by all buildings shall not exceed 60% of the total area of such lot. Accessory ground mounted solar energy systems shall not be considered buildings.

(Code 1965, App. A., Art. 5(XI); Ord. No. 2603, 2-19-80; Ord. No. 2621, 4-1-80; Ord. No. 1747, 6-29-70; Code 1991, §160.042; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99; Ord. No. 5073, 11-06-07; Ord. No. 5195, 11-6-08; Ord. No. 5312, 4-20-10; Ord. No. 5800, §1(Exh. A), 10-6-15; Ord. No. 5945, §§5, 7, 1-17-17; Ord. No. 6015, §1(Exh. A), 11-21-17; Ord. No. 6245, §2, 10-15-19; Ord. No. 6521, §8, 1-18-22)

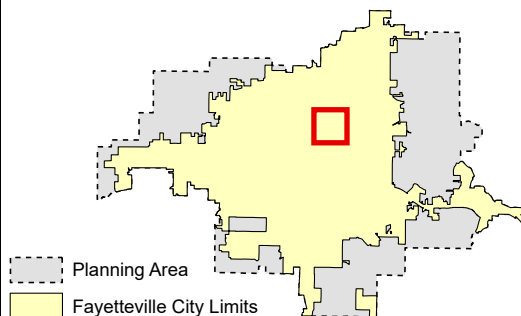
RZN-2025-0048

N. MARKS MILL LN

One Mile View



- Neighborhood Link
- Regional Link - High Activity
- Unclassified
- Residential Link
- Planned Neighborhood Link
- Planned Residential Link
- Shared-Use Paved Trail
- Trail (Proposed)
- Fayetteville City Limits
- Planning Area



Planning Commission

October 27, 2025

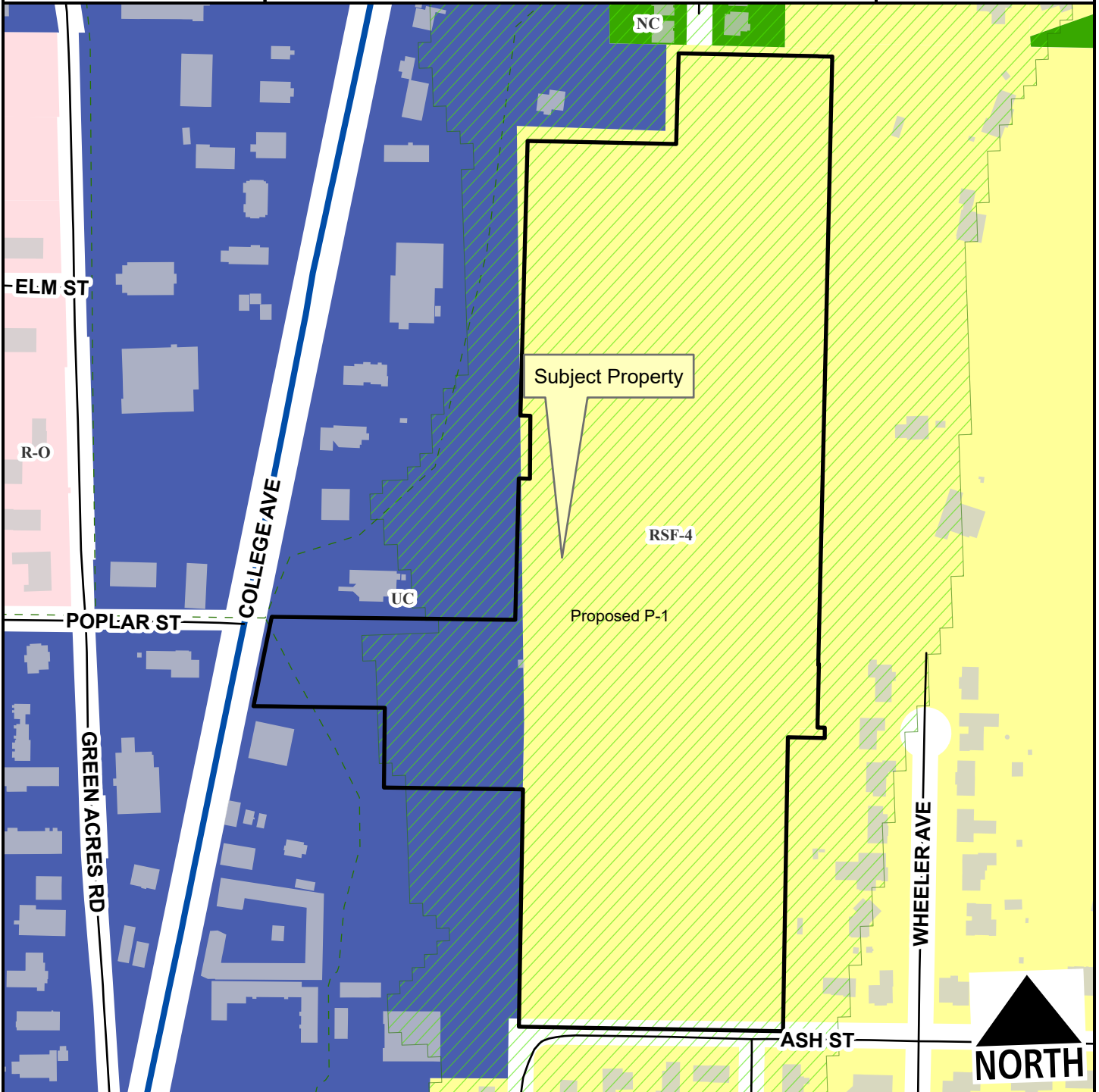
RZN-2025-0048 (RAMAY JR. HIGH SCHOOL)

Page 11 of 53

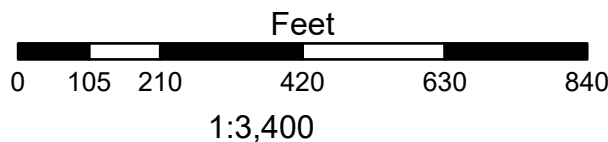
RZN-2025-0048

N. MARKS MILL LN

Close Up View



- Regional Link - High Activity
- Residential Link
- Hillside-Hilltop Overlay District
- Trail (Proposed)
- Planning Area
- Fayetteville City Limits



Zone	Current	Proposed
P-1	0.0	26.5
RSF-4	23.2	0.0
UC	3.1	0.0

Total 26.5 ac

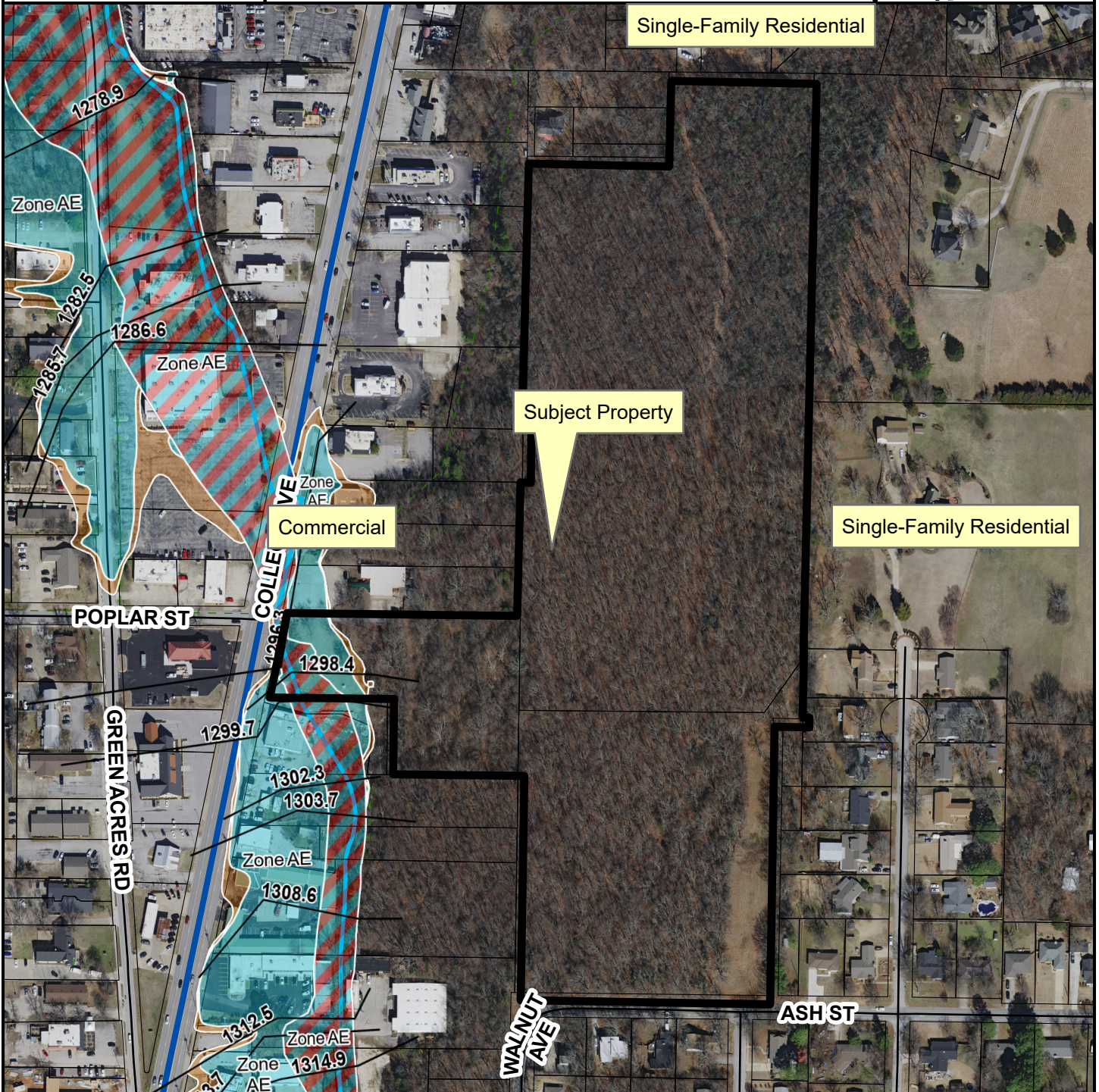
RZN-2025-0048

N. MARKS MILL LN

Current Land Use



Single-Family Residential



Subject Property

Single-Family Residential

POPLAR ST

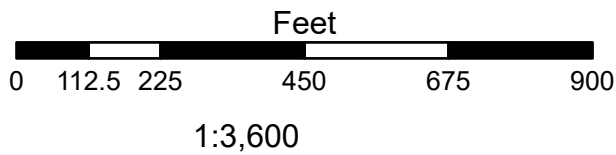
GREEN ACRES RD

COLLEGE VE

WALNUT AVE

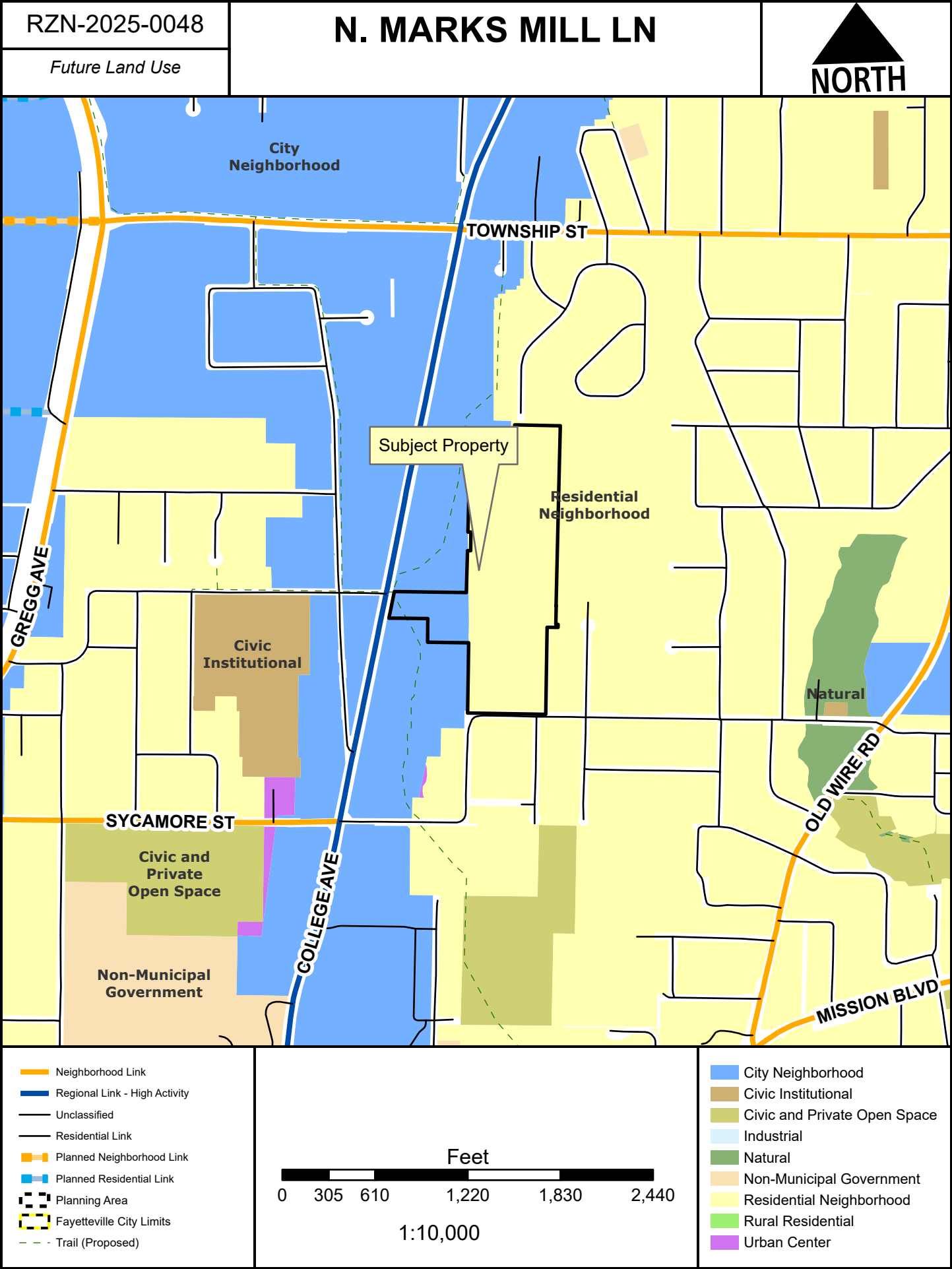
ASH ST

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



FEMA Flood Hazard Data

- 100-Year Floodplain
- Floodway





September 17th, 2025

City of Fayetteville
Development Services
125 W Mountain Street
Fayetteville, AR 72701

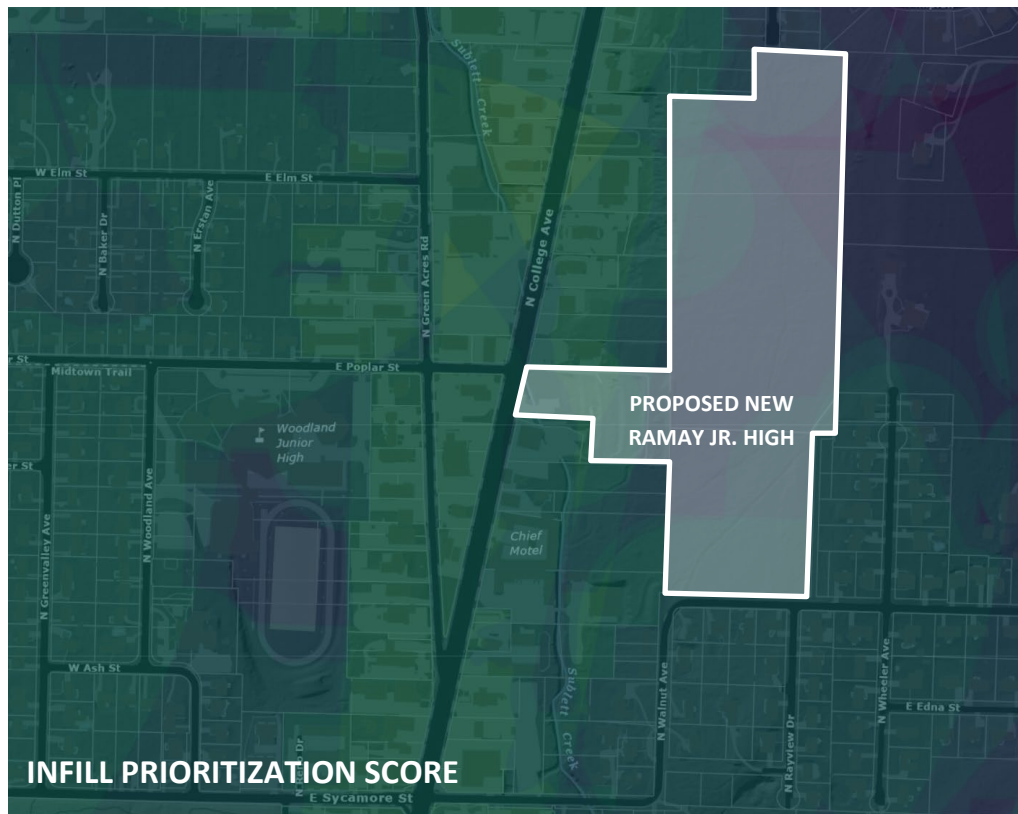
Re: Rezoning Request for Parcels 765-13438-000, 765-13436-001, and 765-13516-001
Attn: Planning Staff

Dear Ms. Masters,

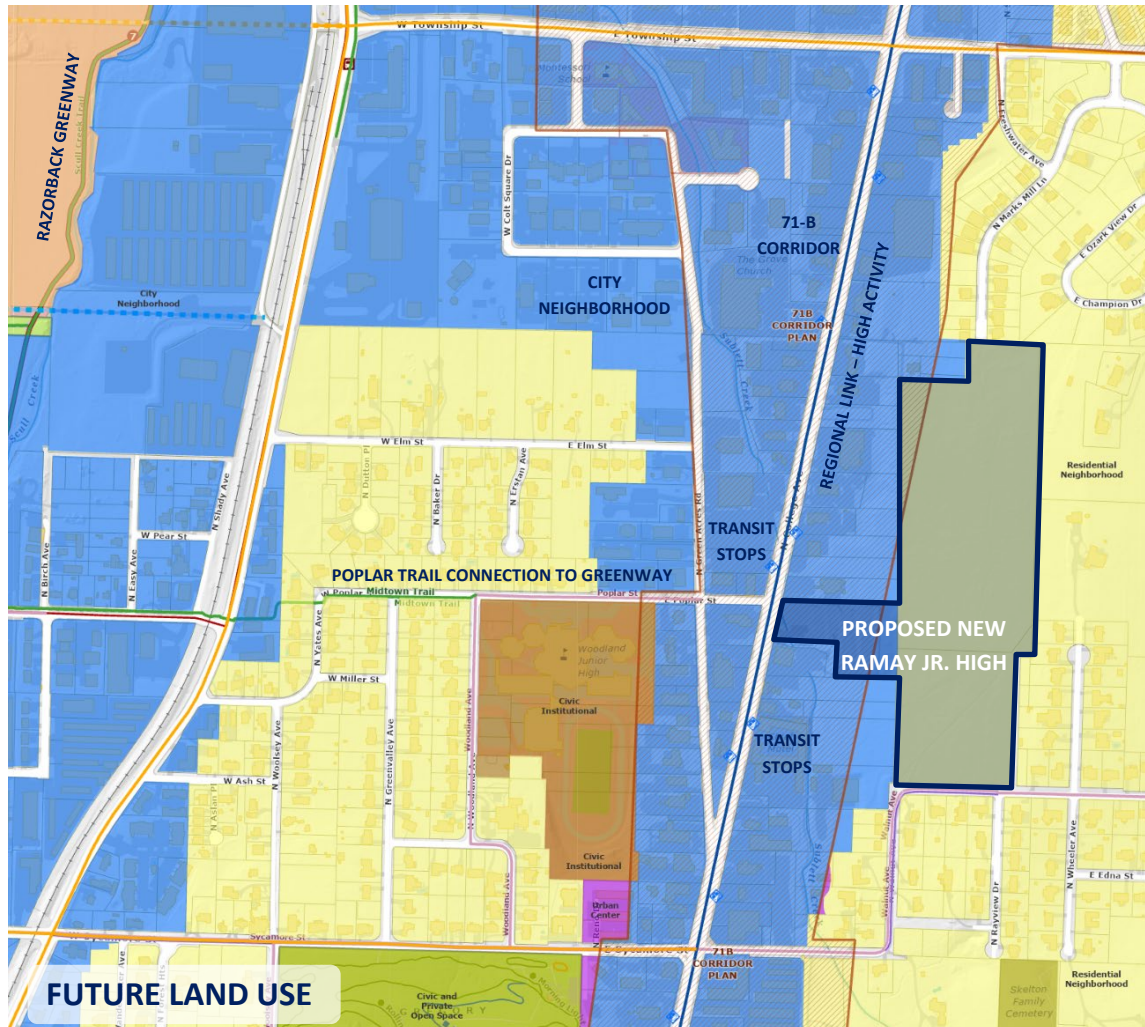
On behalf of our client, Fayetteville School District # 1, we are submitting the attached application to rezone the above-referenced parcels from RSF-4 and UC to P-1. These are parcel numbers 765-13438-000, 765-13436-001, and 765-13516-001.

The intent of rezoning these parcels is to accommodate public institutions. Fayetteville Public Schools (FPS) seeks to proactively update its system-wide feeder patterns for improved student experience and greater facility parity between schools across the district. This approach also supports the following City Plan 2040 goals:

- 3.1 Make appropriate infill and revitalization our highest priorities.
 - Cost savings of utility and road infrastructure that already exists in the core of the city.
 - All utility infrastructure is readily available to the site.
 - Infill prioritization score ranges from 3-9 across the site, averaging around 6 for the entire site.



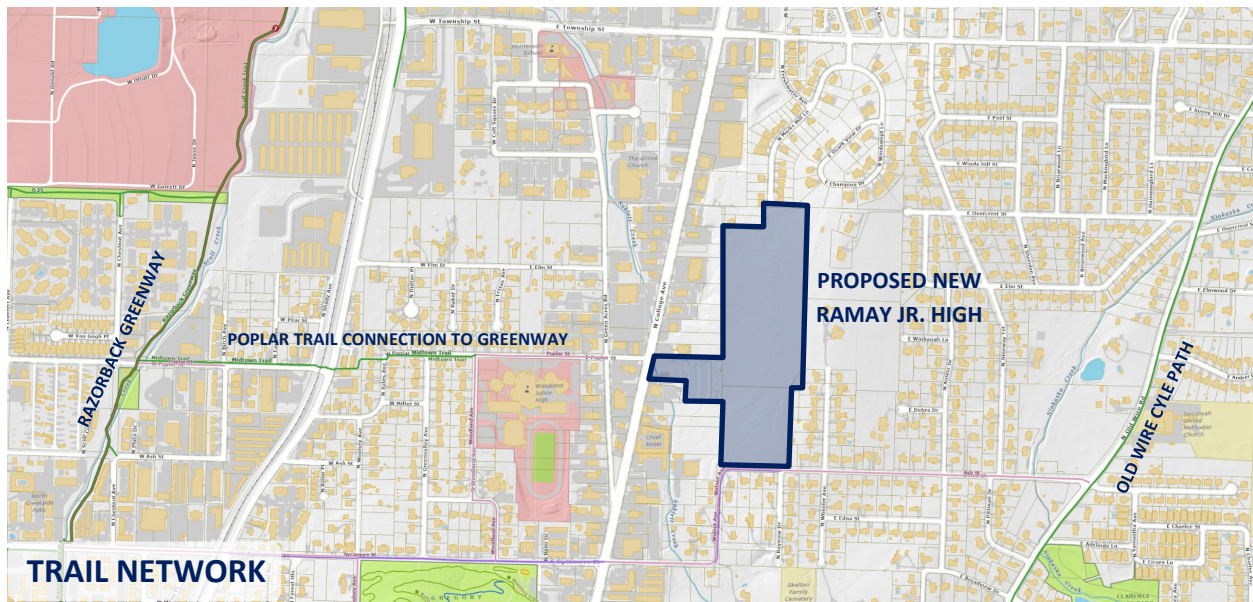
- Promote the densest development around logical future transit stops.
 - Site entry sits on College Avenue, a High Activity Regional Link, with multiple nearby existing Ozark Regional Transit stops.
 - Supports the City's Future Land Use Plan by activating the 71-B Corridor and proposed City Neighborhood running north-south through central Fayetteville.



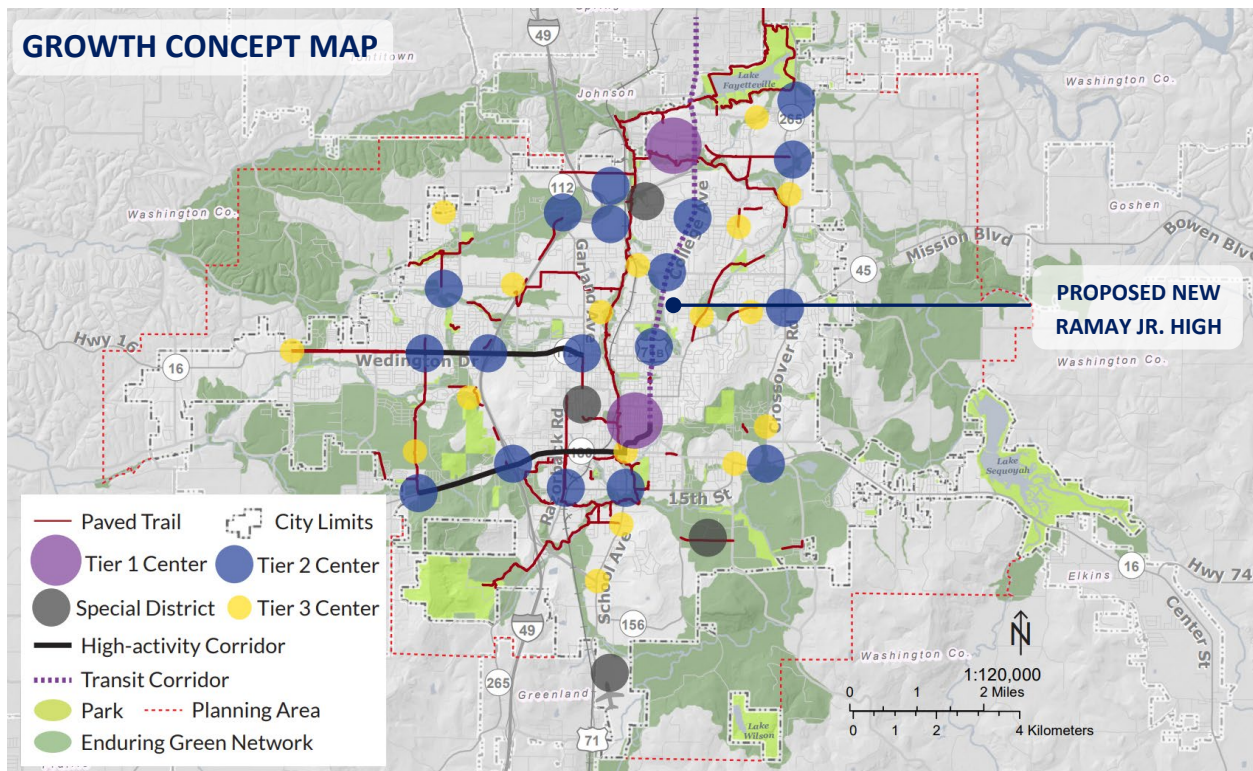
- 3.2 Discourage suburban sprawl.
 - Direct capital improvements that encourage and support infill and revitalization.
 - A school encourages the City’s desired community character along College Avenue and reduces car travel
- 3.3 Make traditional town form the standard.
 - Prepare a transit-worthy community.
 - Locating cultural institutions that are visited daily, like a Junior High School, on this transit-served corridor further develops College Avenue as a multimodal community thoroughfare.
 - Increase the viability of businesses by leveraging the economic performance of appealing environments that are mixed-use, walkable, and integrated with green space.
 - The school’s placement at the eastern termination of Poplar Avenue, especially with its future planned trail extension, expands the “economic development



catalyst...in mid-town around Poplar Street¹ of the Greenway and City trail network.



- The school's position as a mid-point node between two planned Tier 2 centers will act as an anchor institution for redevelopment along 71-B and promote an active, mixed use community main street.



¹ Fayetteville City Plan 2040, p.32.



- Aggregate employment into mixed-use centers with amenities.
 - The school's need for faculty and staff will create valuable employment opportunities in Fayetteville's central corridor.
- 3.4 We will grow a livable transportation network.
 - Community design should precede and outrank traffic planning.
 - Locating schools near neighborhoods and active transportation networks makes it possible for students and staff to have shorter car trips or use alternative transportation options. More importantly, it connects the school to residential and commercial areas in a way that makes it a part of the community fabric.

P-1 zoning will serve as a transitional zone between the commercial UC zoning to the west and the residential zoning to the east. This change in land use aligns with the City's Climate Action Plan by reducing car miles traveled² and the 71-B Corridor Plan that encourages mixed-uses along College Avenue and a multimodal transportation network. The plan notes that "Poplar is the most direct and comfortable route from the Midtown segment of College to the Razorback Greenway."³

Rezoning these centrally located parcels to P-1 supports the district's educational and community goals while furthering the City's planning goals.

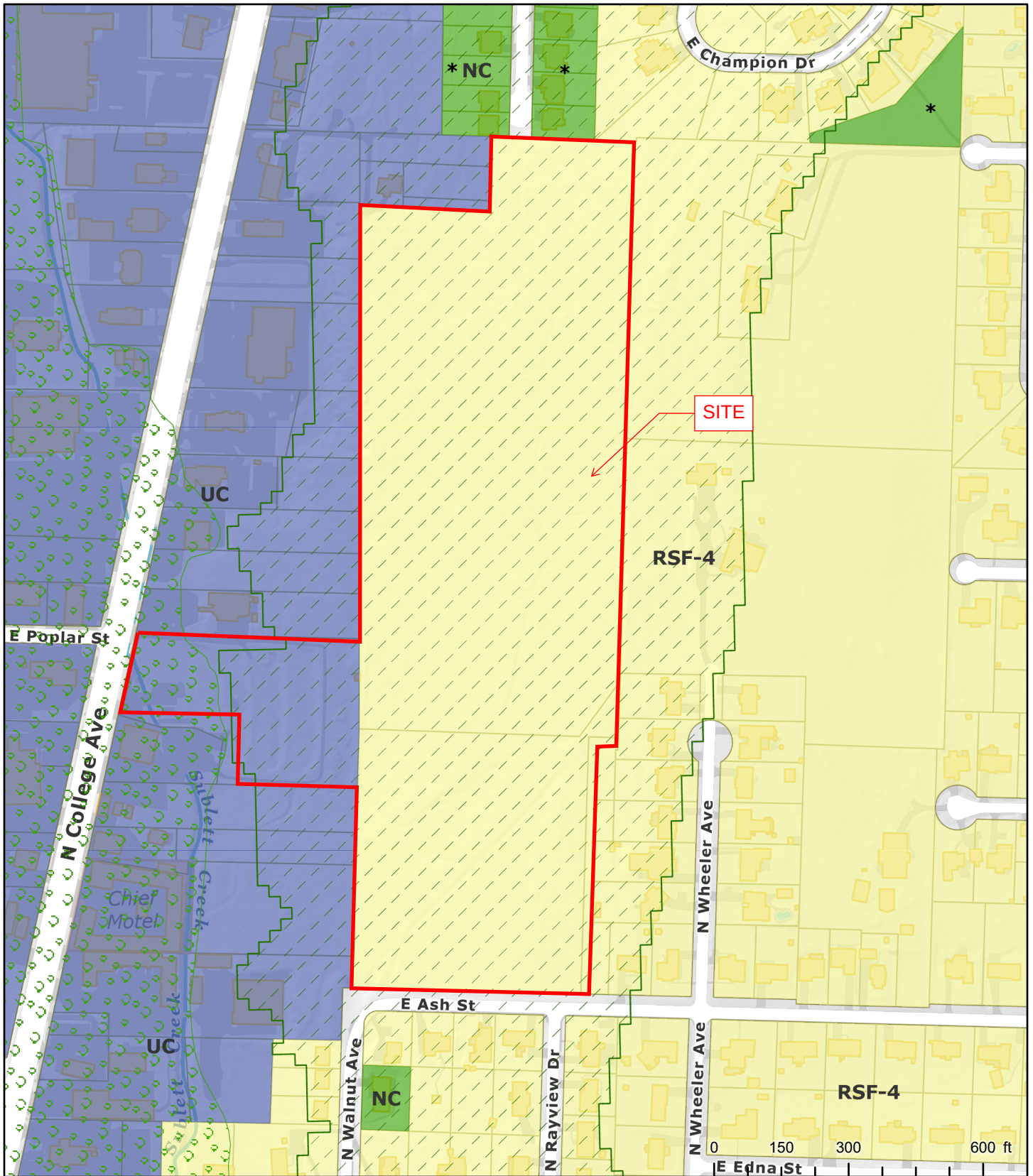
Thank you for your consideration in this matter. If you have any questions or concerns, please contact Steve Flickinger (FPS) at steve.flickinger@fayar.net or 479-444-3098 or Wes Burgess (Crafton Tull) at wes.burgess@craftontull.com or 479-636-4838.

Sincerely,

Trent Woessner, P.E.
Civil Project Engineer
Crafton Tull & Associates, Inc.

² Ashlea Milborn, via E. McKinnon. (2025, 31 Aug). "Officials: Due diligence done for Ramay site." NWA Democrat Gazette. <https://edition.nwaonline.com/article/286495804335963>.

³ 71-B Corridor Master Plan, p.82.



-  Hillside/Hilltop Overlay District
-  Enduring Green Network
-  NC
-  RSF-4
-  UC

Site Exhibit for Ramay Rezone

Fayetteville, AR

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

Created: 9/12/2025
Credits: City of Fayetteville, AR
Map Author:



TO: Jessica Masters, Planning Director

THRU: Britin Bostick, Long Range Planning/Special Projects Manager

FROM: Kylee Cole, Long Range & Preservation Planner

MEETING DATE: October 27, 2025

SUBJECT: Long Range Planning Comments Regarding RZN-2025-0048

BACKGROUND:

The applicant, Crafton Tull on behalf of Fayetteville Public Schools, requests to rezone approximately 26.7 acres from RSF-4, Residential Single-Family, 4 Units Per Acre and UC, Urban Corridor to P-1, Institutional. *City Plan 2040* and the *71B Corridor Plan* are both relevant when evaluating this request. The *Climate Action Plan* and its predecessor, the *Energy Action Plan*, are also applicable.

City Plan 2040 (2020):

City Plan 2040 includes several relevant plan goals and objectives:

- Goal 1 – We will make appropriate infill and revitalization our highest priority.
 - 3.1.2 – Recognize the benefits and cost savings of utility and road infrastructure that already exists in the core of the city... (p.23)
 - 3.1.3 – Convert shopping centers and commercial corridors to mixed-use centers by adding residences, offices and lodging (p.23)
 - 3.1.4 – Promote the densest development around logical future transit stops (p.24)
- Goal 2 – We will discourage suburban sprawl.
- Goal 3 – We will make compact, complete, and connected development the standard.
 - 3.3.3 Increase the viability of businesses by leveraging the economic performance of appealing environments that are mixed-use, walkable, and integrated with green space (p. 32)
 - 3.4.9 Expand and interconnect the sidewalk and trail system at the neighborhood, citywide, and regional levels (p. 39)
- Goal 5 – We will assemble an enduring green network.
 - 3.5.2 Strategically plan for and acquire land that can be incorporated into the Enduring Green Network (p. 41)
 - 3.5.3 Promote conservation easements and alternative development patterns that encourage efficient use of land (p. 41)

On its adoption in early 2020, *City Plan 2040* carried forward goals from prior comprehensive plans and organized them into six primary goals. The goals were meant to focus the City's efforts on appropriate infill that furthers a variety of transportation options, supports the creation of affordable housing, and limits the amount of land consumed by development on the City's periphery, often termed "suburban sprawl". Increasing density within the existing city limits and limiting the annexation of additional land has therefore been the lens through which a multitude

of decisions have been made over the last five plus, and that increase in density includes more than just residential development. While *City Plan 2040* does not address school sites or campus planning with a great degree of detail, it does offer goals to balance in the consideration of development requests, particularly rezonings, or changes to the city's land use patterns.

71B Corridor Plan:

The *71B Corridor Plan* does not directly address either future public school sites or the development of large institutional sites along or adjacent to the corridor, and instead focuses primarily on transportation, housing, and retail frameworks. The plan does include discussion of and preference for mixed use development. It also points to the creation of transportation nodes, alternative transportation routes, and the need to create housing opportunities along the corridor that support transit options. The subject property is largely outside of the corridor study area, which focused on properties abutting or on streets connecting to College Avenue. The plan does also contemplate green space interspersed with development in response to the *Energy Action Plan* adopted in 2018. The *71B Corridor Plan* states, "This does not imply that existing buildings should never be replaced. Free-standing commercial buildings built during an earlier period can be very inefficient, and the plan also proposes replacement and redevelopment of inefficient or uneconomic buildings with new development at higher density and, under current city codes, higher efficiency."¹ Other significant plan recommendations and illustrations include redesigning parking lots to increase efficiency and reduce impermeable area, rethinking intersections and interchanges to reduce pavement and introduce a variety of functional green spaces from neighborhood squares, accessible large-scale spaces at the Fulbright interchange, and greenways along trails and drainage corridors. All of these create important opportunities for both stormwater management and increasing tree cover. The plan's street design guides for 71B and associated streets also envision extensive use of street trees and landscaping." Page 120 of the *71B Corridor Plan* also states an *Energy Action Plan* goal to "Achieve 40% tree canopy coverage by 2030" with the goal stated above as a direct response to the tree canopy percentage identified.

The plan continues to offer a statement in support of reducing vehicle miles traveled, a component of greenhouse gas emissions, "The vision of corridor urbanism ultimately is to show a practical way to achieve mixed use urban corridors that uses the land use inefficiency inherent in commercial strips as a resource to build quality living environments, placing residents within easy walking or biking distance from the goods, services, and attractions offered by these corridors. If achieved, this concept reduces the number of short- and medium-distance auto trips that people now make by default."²

In 2024, City Council rezoned sections of the 71B Corridor area from a mixture of primarily commercial-only zoning to UC, Urban Corridor which facilitates a mixture of commercial and residential uses and implements several objectives outlined in the *71B Corridor Plan*. Much of the property subject to this request was outside of the area identified for rezoning to UC, but the area directly abutting College Avenue was rezoned as part of the larger initiative. A rezoning to facilitate institutional uses on the periphery of the 71B Corridor may further advance these goals and objectives, including the development of new residential uses along the corridor.

DISCUSSION:

Historic Landscape:

Much discussion about the historic landscape and role of natural resource conservation in Fayetteville has emerged via this request. Although the presence of a 20+ acre stand of trees

¹ *71B Corridor Plan*, 120.

² *71B Corridor Plan*, 121.

near the center of the city may present an image of a pristine forest, historical accounts suggest otherwise. In fact, historical accounts remark that the first white settlers to Fayetteville weren't met with pristine forests, but hills "bare of timber, and... covered with a luxuriant growth of grasses, which afforded excellent pasturage for buffaloes and other herbivorous animals."³ As the area became increasingly settled and farmed, natural occurrences like fire that maintained the prairie were controlled, stands of trees were planted or seeds were spread naturally, and the area became increasingly forested. Well into the late-nineteenth century, the landscape of Fayetteville looked very different than it does today, with significantly less tree canopy, more open pasture, and, of course, fewer buildings.



Figure 1. View to the southwest from Mount Sequoyah, ca. 1890.

By the mid-twentieth century, Fayetteville's landscape had evolved to something that would be nearly unrecognizable to those who came before. As cars became cheaper and more available, the landscape of cities changed dramatically, including Fayetteville, particularly along State Highway 71/College Avenue. Development along the corridor was increasingly auto oriented with large parking lots, increasing width, and uses that catered to regional rather than neighborhood needs. The subject property, at least the portion directly adjacent to College Ave., has a history as the former location of a residence and several businesses including Cliff's Dairy Mart, a miniature golf course, and the Cliffside Trailer Park between approximately 1950 and 1990.⁴

Especially as the city experiences increasing development, maintaining a healthy urban forest is a priority for Fayetteville's residents. As outlined in the *71B Corridor Plan* and former



³ Goodspeed, *History of Benton, Washington, Carroll, Madison, Crawford, Franklin, and Sebastian Counties, Arkansas, County* (Chicago: The Goodspeed Publishing Company: 1889), 149.
https://www.google.com/books/edition/History_of_Benton_Washington_Carroll_Mad/zFW0FccemgAC?hl=en&gbpv=1, accessed October 20, 2025.

⁴ Anthony J. Wappel and Dennis L. Garrison, *On the Avenue: An Illustrated History of Fayetteville's US Highway 71B*, (Fayetteville, AR: Anthony J. Wappel, 2015), 231.

Energy Action Plan, later replaced by the *Climate Action Plan*, there is a goal for 40% tree canopy citywide by 2030. According to *Urban Forestry Management Plan* this number was at 39.4% in 2019.⁵ Strategic parkland acquisition, annexation, private conservation efforts (land trusts), and development requirements have contributed to ensuring that Fayetteville's urban forest areas are part of our future. Standards for developments require that parkland dedication, tree canopy preservation, and mitigation of lost trees are evaluated during the development process, which helps advance climate and urban forestry goals as development occurs.

The following series of aerial images illustrate the subject property's evolution from 1941 to 2025. The photos show a dynamic landscape that includes sparse areas of canopy cover, a mobile home/RV park, and evidence of convenience or social trails through the site.

1941 Aerial Imagery



1954 Aerial Imagery



⁵ 71B Corridor Plan, 120. *Urban Forestry Management Plan*, 9.

1965 Aerial Imagery



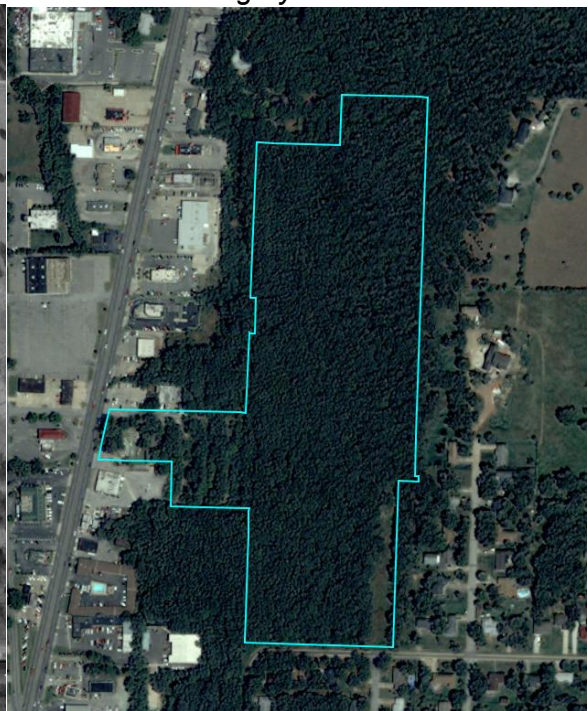
1978 Aerial Imagery



1994 Aerial Imagery



2003 Aerial Imagery



2013 Aerial Imagery

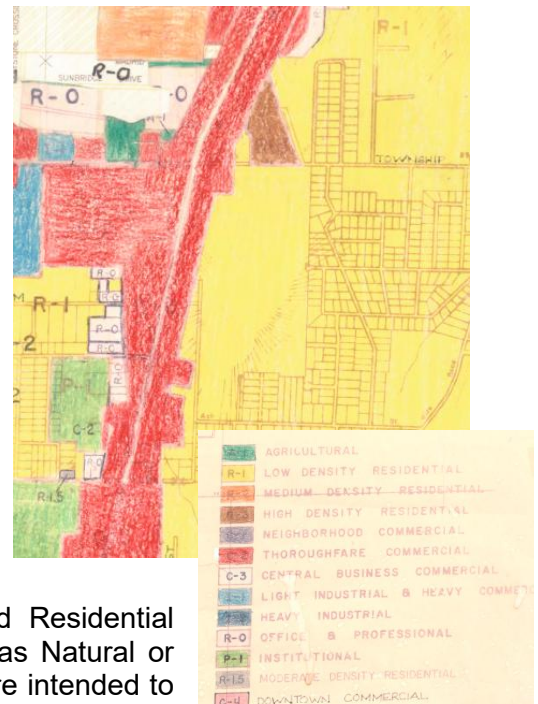


2025 Aerial Imagery



Zoning History:

In June 1970, City Council adopted the first “modern” zoning map of Fayetteville. Since that time, the subject area has been designated for low-density single-family development. This zoning designation was consistent for decades, including through the updates to the General Plan in the early 2000s and the new zoning map adopted in 2003. This zoning map had been amended hundreds of times over the preceding thirty-three years, and at any point ecologically sensitive areas or areas identified for conservation could be set aside, typically by changing to R-A designation (as it was the de-facto conservation and parks district for many years). Since the subject properties were privately owned until August 2024⁶ and no requests to downzone the property were filed, the City did not initiate this process.



City Plan 2040 and Future Land Use Plan:

This area is designated as both City Neighborhood and Residential Neighborhood areas, and there are no areas designated as Natural or Civic and Private Open Space. City Neighborhood areas are intended to serve the residents of Fayetteville and are “more densely developed than residential neighborhood areas and provide a mix of non-residential uses.” Residential Neighborhood areas are primarily residential in nature but emphasizes using “principles of

⁶ One parcel (765-13436-001) is still under private ownership according to Washington County Assessor records as of October 21, 2025.

traditional residential urban design to create compatible, livable and accessible neighborhoods.”⁷ A critical component of livable and accessible neighborhoods are vital public services like schools, childcare, and small businesses that support those living in the area. Further, when these services are supported by existing infrastructure like water, sewer, streets, and trails it reduces costs to developers and taxpayers. Prioritizing creating complete and connected neighborhoods in areas where infrastructure already exists provides better outcomes for citizens, reduces dependency on vehicles via alternative transit options, minimizes public investment in infrastructure costs, and supports Goals 1, 2, 3, and 4 of *City Plan 2040*.

As discussed above, the subject area has not been identified for land conservation. This includes on the Enduring Green Network Map. The map was a result of the 2010 Fayetteville Natural Heritage Association study, which evaluated “floodplains, riparian corridors, parks and trails, and land identified as having high ecological value.” Only a small portion of the property directly abutting College Avenue is included in the Enduring Green Network Map. Importantly, this map and concept was never intended to be a regulatory tool. Rather, it is intended to inform land use recommendations and guide discussions on parkland acquisition, trail corridors, and land conservation.⁸

Conclusions:

A level of expectation setting is always necessary when evaluating rezoning requests, particularly in cases where there are concerns about a specific natural or historic resource. To be clear, no zoning district mandates the conservation or preservation of natural or historic resources. Under the current zoning, RSF-4 requires 25% minimum canopy and UC requires 20%. This would not change under the requested P-1 designation which similarly requires 25% canopy. The only zoning district with significantly higher minimum canopy is CCR, at 80%, but written into that particular zoning district is the expectation that it would be voluntarily initiated by the property owner. The proposed P-1 district would still permit the active conservation management of the site and would not “save” trees so much as encourage land management for a healthy forested ecosystem.

This report will defer to the Urban Forestry team in making a determination about the health and priority of trees on the site. While trees may be lost with any type of development, in many ways, a P-1 designation that intends to create a public school may be the ideal partner for best-practice land management. Opportunities to re-establish and manage not only the tree canopy, but also the understory, shrub layer, and herb layer, exist school through outdoor and environmental education, outdoor classrooms, and service projects that would benefit young learners. Similarly, the city’s park system is primarily zoned P-1, the same zoning district as that requested, which facilitates stewardship of publicly owned lands, including those with substantial tree canopies.



⁷ *City Plan 2040*, 130.

⁸ *City Plan 2040*, 40-41.

The *71B Corridor Plan* outlined the 71B area as an “opportunity” to evolve into “an urban environment with greater vitality and lower impact.” More specifically, by offering a mixture of businesses and destinations (including schools) 71B has the capacity to be an ideal place for people to live. Additionally underused land or vacant land provides major opportunities “for new and different development and connections,” like a school that would transition from low density residential uses to the more intense mixed-use developments that may one day line the corridor.⁹ Placing key services strategically near what the city envisions as a new center of urban development will capitalize on existing infrastructure and elevate vacant land to its highest and best use.

Values for tree canopy, natural resources, climate resilience, and natural beauty are strong in Fayetteville and merit consideration, as do goals for walkability, compact development, and revitalization. While it is ideal for these values and goals to be aligned, there are circumstances, particularly as the city grows, where alignment does not occur, and in which a balancing of competing values and goals must be evaluated. In 2017 nine guiding principles were captured as the city looks toward the year 2050:

- Diverse, Growing Local Economy - Pathways to Prosperity
- Naturally Beautiful City
- Ecosystem Preservation
- Well-Maintained City Infrastructure and Facilities
- Safe and Fun City in which to Live
- Greater Ease of Transportation Mobility
- Financially Sustainable City Government
- Quality Public Schools
- Educational, Research and Healthcare Excellence

Those nine guiding principles also offer context in which to evaluate this proposal. Urban forests, the protection of hillsides, and the maintenance of our natural beauty are rightly a component of our desired future, as are well maintained infrastructure, fiscal sustainability, quality public schools, and educational excellence. While the proposed rezoning in itself does not create any of these outcomes, it does set the stage for future outcomes that may occur under the zoning constraints.

Recommendation:

On the balance of considerations, long range planning staff recommends approval of this request finding that the request is supported by currently adopted plans and policies and stated City goals.

⁹ *71B Corridor Plan*, 68.

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RZN-2025-0048

From: Jason Smith <jason.edward.smith@gmail.com>
Sent: Monday, October 20, 2025 12:49 PM
To: Planning Shared <planning@fayetteville-ar.gov>
Subject: support for RZN-2025-0048

CAUTION: This email originated from outside of the City of Fayetteville. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Just wanted to reach out and voice my support for the new Ramay Jr High school location. We currently live in the center of the City of Fayetteville and our son buses to JLC across town. The central location looks so much better both for our kids and for parents to be involved at the school more easily.

I have seen some loud opposition to cutting of the trees there, while little to no opposition in the developments going in on Old Wire and Old Missouri Roads.

Thanks,

Jason Smith

408 E Lafayette

From: Sarah Rack <sarah.rack@gmail.com>
Sent: Monday, October 20, 2025 10:00 AM
To: Planning Shared <planning@fayetteville-ar.gov>
Subject: Support for RZN-2025-0048, Land for Ramay Junior High

CAUTION: This email originated from outside of the City of Fayetteville. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Planning Commissioners -

I am writing to express my strong support for the zoning change **RZN-2025-0048** to allow for the development of the new Ramay Junior High in the heart of Fayetteville.

This school represents a critical investment in the future of our city—one that aligns directly with Fayetteville's Vision 2050 Guiding Principles. Building Ramay in this central location supports:

- A **diverse, growing local economy** by ensuring equitable access to quality education across our community.
- The preservation of a **naturally beautiful city** through thoughtful planning and responsible land use.
- **Well-maintained infrastructure** and facilities that meet the needs of our growing population.
- A **safe, vibrant community** where families can live, learn, and thrive.
- **Quality public schools** that serve as cornerstones of educational excellence and opportunity.

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Locating this junior high in the heart of the city strengthens our neighborhoods, reduces transportation barriers, and demonstrates Fayetteville's continued commitment to smart, sustainable growth.

Thank you for your consideration and for your leadership in ensuring Fayetteville remains a city where every child has access to exceptional educational opportunities close to home.

Warm regards,

Sarah Rack

Fayetteville Resident and Public School Supporter

-----Original Message-----

From: Leslie Reeves <lesliereeves05@gmail.com>

Sent: Tuesday, October 14, 2025 4:32 PM

To: Planning Shared <planning@fayetteville-ar.gov>

Subject: RZN-2025-0048 Rezoning Land for Ramay Junior High School

CAUTION: This email originated from outside of the City of Fayetteville. Do not click links or open attachments unless you recognize the sender and know the content is safe.

City of Fayetteville Planning Commissioners,

Knowing that you must not communicate among yourselves I have blind-copied you. I hope I typed all of the email addresses correctly. First, I want to thank you for your service to the City of Fayetteville - for the long hours you must often put in, and for listening to the citizens of our city. I rotated off the Planning Commission a number of years ago now, and hadn't anticipated either coming to speak before you, or sending you an email advocating for or against something before you. But here I am!

I want to encourage you to approve sending the rezoning for the new Ramay Junior High to the City Council with a recommendation that they approve it. It's difficult to rezone property knowing that trees will be removed. But the choice is almost always between density and sprawl. And I believe that the values of our city - and the best alternative for the Planning Commission and City Council - is infill.

I don't envy you the decision before you, but I trust that you will endure the input and make a good decision.

Sincerely,

Leslie (Belden) Reeves

From: D Neely <dgn.edensgreen@gmail.com>

Sent: Saturday, October 11, 2025 1:26 PM

To: Rawn, Molly <molly.rawn@fayetteville-ar.gov>; john.mulford@fayar.net

Cc: Macedo, Keith <kmacedo@fayetteville-ar.gov>; tim.hudson@fayar.net; justin.eichmann@fayar.net;

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keaton.smith@fayar.net; ivone.hudson@fayar.net; tracey.pomeroy@fayar.net; katrina.osborne@fayar.net; nika.waitsman@fayar.net; alan.wilbourn@fayar.net; kfreeman@connect-advisors.com; emckinnon@nwaonline.com; Bunch, Sarah <sarah.bunch@fayetteville-ar.gov>; Berna, Scott <scott.berna@fayetteville-ar.gov>; Jones, D'Andre <dandre.jones@fayetteville-ar.gov>; Stafford, Bob <bob.stafford@fayetteville-ar.gov>; Moore, Sarah <sarah.moore@fayetteville-ar.gov>; Jones, Monique <monique.jones@fayetteville-ar.gov>; jeff.pummill@gmail.com; glpatterson01@gmail.com; staceybuff@gmail.com; grimsleygraham@gmail.com; darlinton.imhanzuaria@gmail.com; alexmauroner@gmail.com; spencer.vicki@gmail.com; mmbritain@gmail.com; Andrew Dominick <andrew.dominick@marshalltown.com>; Brink, Andrew <andrew.brink@fayetteville-ar.gov>; aholeyfield@impactpolicystrategies.com; Payne, Brad <brad.payne@fayetteville-ar.gov>; Gulley, Fred <fred.gulley@fayetteville-ar.gov>; Madden, Mary <mary.madden@fayetteville-ar.gov>; McGetrick, Mary <mary.mcgetrick@fayetteville-ar.gov>; Cabe, Matthew <matthew.cabe@fayetteville-ar.gov>; Werner, Nick <nick.werner@fayetteville-ar.gov>; Masters, Jessica <jmasters@fayetteville-ar.gov>; Long Range Planning <LongRangePlanning@fayetteville-ar.gov>; Carlo Bertani <carlo.bertani@maersk.com>; hannah.ashh <hannah.ashh@gmail.com>; jnparrish54 <jnparrish54@gmail.com>; joedona@gmail.com; shirleykatharine8 <shirleykatharine8@gmail.com>; tas <tas@biodesicstrategies.com>; foresterfox51 <foresterfox51@gmail.com>; gharrison@fayetteville-ar.gov; Bostick, Britin <bbostick@fayetteville-ar.gov>; Turk, Teresa <teresa.turk@fayetteville-ar.gov>; kkellam@uark.edu; Hunter.Adkisson@prismds.co; jennyb@prismds.co; Nierengarten, Peter <pnierengarten@fayetteville-ar.gov>; Douglas, Bethany <bdouglas@fayetteville-ar.gov>; Curth, Jonathan <jcurth@fayetteville-ar.gov>; Masters, Jessica <jmasters@fayetteville-ar.gov>; gharton@nwaonline.com; dustin@fayettevilleflyer.com; stacy@fayettevilleflyer.com; news@knwa.com; news@kfsn.com

Subject: Aquatic Recreation Center and "New" Ramay Project

CAUTION: This email originated from outside of the City of Fayetteville. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello, Mayor Rawn and Dr John!

(Cc: FPS Board, City of Fvl Admin/Staff/Boards/Commissions, Contractors, Fayetteville Flyer, KNWA, KFSM, NWADG, KUAF, KPSQ)

Thanks to responses I've received from Mike Wiederkehr and Scott Berna, I better understand why bond proposals are not the proper funding mechanisms for housing AND have an enlightened perspective regarding public input supporting the Aquatic Recreation Center.

On another topic, so much about the "New" Ramay Project . . .

Considering the potential dramatic negative impact in the N College Urban Corridor from large-scale construction on an unstable hill slope, unforeseen drainage issues, inadequate routes for traffic, site SAFETY and ADA accessibility limitations, as well as COST OVERRUNS wasting tax dollars . . . the FPS District and City should give the PUBLIC the same opportunity to provide input as was the case for the Aquatic Recreation Center* (**see Scott Berna email excerpt below**).

ALL ASPECTS of the plan for the "New" Ramay Hill-Slope Site are WHOLLY INAPPROPRIATE.

So much about the "New" Ramay plan has been mis-handled, forced, and out of proper sequence that it has given ever more members of the general public (who are becoming aware of the plans . . . over 1100

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on [change.org](#) and still counting) the sense that the FPS Board and the City decided to push re-zoning and the project approval through sometime in 2024.

Far better would be to use the Old Woodland site for building the "New" Ramay.

STUDENTS could lead a RE-GREENING INITIATIVE to design and plant a native botanical landscape on the Old Woodland property. This would give students life-long pride in CREATING A NEW GREEN OASIS OF NATIVE SPECIES AND SAVING THE HILLSIDE URBAN FOREST for use as a STEAM Outdoor Classroom/Gym/Lab.

Another better site could be acquired for a middle-school with a smaller foot-print requiring less acreage and NO FOOTBALL FIELD ON A TREE-DENUDED SLOPE.

Where there's a will there's a way for the FPS Board, the City, and local non-profit(s) to collaborate on saving the Ash/N College Urban Forest property (possibly putting it into a conservation easement).

Everybody WINS in this scenario.

IMHO & Cheers! Dot Neely/Fayetteville Resident-UAF M.S. Geology-Environmental Educator

*On Oct 10, 2025, at 6:12 PM, Berna, Scott <scott.berna@fayetteville-ar.gov> wrote:

“ In regards to the aquatic center, for **over a year, the City has taken the time to really listen to Fayetteville residents about what they want** in a new aquatic and recreation center.

Starting August 1, 2024, we launched an **extensive community engagement campaign**.

- Online and surveys, pop-up events, and public meetings were designed specifically to reach people where they already spend their time.
- Over a nine-month window, two online surveys* through Speak Up Fayetteville drew more than 6,500 views and 2,854 participants.
- City staff also hosted tables at First Thursday, Movie in the Park, and the Yvonne Richardson Community Center's Back-to-School Night, and met residents at Wilson Park Pool to hear from families and swimmers directly.
- Together with social media, email, and Parks and City newsletter outreach, those City-led efforts directly reached an estimated 75,000 residents.
- Local television and digital coverage, including stories from 4029 News and the Fayetteville Flyer, expanded widespread community awareness to drive participation.

Sent from my iPhone

On Oct 10, 2025, at 6:12 PM, Berna, Scott <scott.berna@fayetteville-ar.gov> wrote:

Dot,

Thank you for reaching out on this issue. We don't always agree but I do appreciate your input.

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I do want to push back a little on one of your comments. The administration is working every day on the housing issue and just because we feel this bond issue is not the right vehicle to fund housing does NOT mean we are "TONE DEAF".

Multiple staff members work on this daily and the Mayor has hired a new Housing Officer to focus on this exact issue. I might add the Housing Officer spoke Tuesday night and publicly stated this bond with its water and sewer infrastructure requests does in fact improve our ability to build housing.

In my time on council we have approved well over a million dollars to agencies who help the underserved. Just in the last couple of months the Mayor and city council have approved \$450,000.00 towards improving housing to the underserved. We have another item coming before us on the next council agenda that talks about housing as well as workforce training which I personally think is a critical component too improving someone's future.

In regards to the aquatic center, for over a year, the City has taken the time to really listen to Fayetteville residents about what they want in a new aquatic and recreation center. Starting August 1, 2024, we launched an extensive community engagement campaign. Online and surveys, pop-up events, and public meetings were designed specifically to reach people where they already spend their time.

Over a nine-month window, two online surveys* through Speak Up Fayetteville drew more than 6,500 views and 2,854 participants. City staff also hosted tables at First Thursday, Movie in the Park, and the Yvonne Richardson Community Center's Back-to-School Night, and met residents at Wilson Park Pool to hear from families and swimmers directly. Together with social media, email, and Parks and City newsletter outreach, those City-led efforts directly reached an estimated 75,000 residents. Local television and digital coverage, including stories from 4029 News and the Fayetteville Flyer, expanded widespread community awareness to drive participation.

What staff heard was clear and consistent: people want a year-round aquatic and recreation center that serves everyone — families, lap swimmers, seniors, and kids learning to swim. They asked for a space that brings indoor and outdoor features together, with places to play, exercise, and relax. In every type of feedback session, residents overwhelmingly said they support building a modern, multi-use facility that Fayetteville can be proud of for decades to come.

*3,000 views and 1,545 participants in the first round, and 3,600 views and 1,309 participants in the second.

Again thank you for reaching out and expressing your opinion. You clearly have a passion for Fayetteville and for that I applaud you.

Scott

From: D Neely <dgn.edensgreen@gmail.com>

Sent: Thursday, October 9, 2025 5:31 PM

To: Moore, Sarah <sarah.moore@fayetteville-ar.gov>; Stafford, Bob <bob.stafford@fayetteville-ar.gov>; Jones, D'Andre <dandre.jones@fayetteville-ar.gov>; Berna, Scott <scott.berna@fayetteville-ar.gov>; Bunch, Sarah <sarah.bunch@fayetteville-ar.gov>; Turk, Teresa <teresa.turk@fayetteville-ar.gov>; Jones, Monique <monique.jones@fayetteville-ar.gov>; Rawn, Molly <molly.rawn@fayetteville-ar.gov>

Cc: keith.macedo@fayetteville-ar.gov <keith.macedo@fayetteville-ar.gov>

Subject: Tues Oct 7 Bond Proposal

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CAUTION: This email originated from outside of the City of Fayetteville. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Mayor Rawn and City Council Members (Cc: Keith Macedo):

The overall proposal is sound . . . However; it is REALLY TONE-DEAF to designating \$60 million for an Aquatic Recreation Center in Lewis Park before funding affordable housing, especially after all of the City Pronouncements in Support of Low-Middle Income Housing, Calls for Public Input, Special Housing Task Force Problem-Solving Efforts/etc . . .

Fayetteville needs homes for workers who contribute to community creativity and economic viability . . .

Endeavor to persevere and do the next right thing, y'all . . .

Yours, Citizen Dot

Sent from my iPhone

Sent from my iPad

From: Colley Bailey <colley.bailey@gmail.com>

Sent: Thursday, October 9, 2025 11:25 AM

To: Planning Shared <planning@fayetteville-ar.gov>

Subject: Support for RZN-2025-0048, Land for Ramay Junior High

CAUTION: This email originated from outside of the City of Fayetteville. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear City Planning Commission Members,

I am writing to express my support for the proposed rezoning of the hillside land in Fayetteville, AR, for the development of Ramay Junior High. This new school will provide valuable educational opportunities in a well thought out new facility for our students. It will allow them to thrive educationally amongst nature and give them an appreciation of green spaces.

Many of us believe that investing in our local schools is essential for the future of our children and community. I respectfully ask you to consider the importance of this project and to support the approval of the rezoning to make Ramay Junior High a reality.

Thank you for your time and consideration.

Sincerely,

--

Colley Bailey, Principal Broker,

LoneRock Realty

479-777-3379 (work cell)

479-856-9422 (personal cell)

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<https://www.LoneRockHomeTeam.com/>

649 E Huntsville Rd, Fayetteville, AR 72701

From: amanda bailey <amanda.bailey32@gmail.com>
Sent: Wednesday, October 8, 2025 10:09 AM
To: Planning Shared <planning@fayetteville-ar.gov>
Subject: Support for RZN-2025-0048, Land for Ramay Junior High

CAUTION: This email originated from outside of the City of Fayetteville. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear City Planning Commission Members,

I am writing to express my support for the proposed rezoning of the hillside land in Fayetteville, AR, for the development of Ramay Junior High. This new school will provide valuable educational opportunities in a well thought out new facility for our students. It will allow them to thrive educationally amongst nature and give them an appreciation of green spaces.

After reading the breakdown of the 2040 City Plan, it seems like this school is aligned with Fayetteville's growth goals. The school has been so intentional, and thoughtful about ecological issues, with their design and accompanying studies for that design. I feel like this school won't be the eyesore that some others think it will be. I believe that it will blend beautifully with the surrounding trees and give the kids that attend there such an amazing place to attend Junior High.

Many of us believe that investing in our local schools is essential for the future of our children and community. I respectfully ask you to consider the importance of this project and to support the approval of the rezoning to make Ramay Junior High a reality.

Thank you for your time and consideration.

Sincerely,

Amanda Bailey

-----Original Message-----

From: Paige Goodman Wolven <paigelorrabeth@gmail.com>
Sent: Tuesday, September 30, 2025 6:30 PM
To: Planning Shared <planning@fayetteville-ar.gov>
Subject: Support of RZN - 2025-0048

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Hello,

I'm emailing to voice my support of the rezone of the land for the future Ramay build. The proposed school right in the center of town would be a great thing for our city.

Paige

From: D Neely <dgn.edensgreen@gmail.com>

Sent: Monday, September 29, 2025 1:03 PM

To: John Mulford <john.mulford@fayar.net>

Cc: tim.hudson@fayar.net; justin.eichmann@fayar.net; keaton.smith@fayar.net; ivone.hudson@fayar.net; tracey.pomeroy@fayar.net; katrina.osborne@fayar.net; nika.waitsman@fayar.net; alan.wilbourn@fayar.net; kfreeman@connect-advisors.com; emckinnon@nwaonline.com; Rawn, Molly <molly.rawn@fayetteville-ar.gov>; Bunch, Sarah <sarah.bunch@fayetteville-ar.gov>; Berna, Scott <scott.berna@fayetteville-ar.gov>; Jones, D'Andre <dandre.jones@fayetteville-ar.gov>; Stafford, Bob <bob.stafford@fayetteville-ar.gov>; Moore, Sarah <sarah.moore@fayetteville-ar.gov>; Jones, Monique <monique.jones@fayetteville-ar.gov>; jeff.pummill@gmail.com; glpatterson01@gmail.com; staceybuff@gmail.com; grimsleygraham@gmail.com; darlinton.imhanzuaria@gmail.com; alexmauroner@gmail.com; spencer.vicki@gmail.com; mmbritain@gmail.com; Andrew Dominick <andrew.dominick@marshalltown.com>; Brink, Andrew <andrew.brink@fayetteville-ar.gov>; aholeyfield@impactpolicystrategies.com; Payne, Brad <brad.payne@fayetteville-ar.gov>; Gulley, Fred <fred.gulley@fayetteville-ar.gov>; Madden, Mary <mary.madden@fayetteville-ar.gov>; McGetrick, Mary <mary.mcgetrick@fayetteville-ar.gov>; Cabe, Matthew <matthew.cabe@fayetteville-ar.gov>; Werner, Nick <nick.werner@fayetteville-ar.gov>; Masters, Jessica <jmasters@fayetteville-ar.gov>; Long Range Planning <LongRangePlanning@fayetteville-ar.gov>; Carlo Bertani <carlo.bertani@maersk.com>; hannah.ashh <hannah.ashh@gmail.com>; jnparrish54 <jnparrish54@gmail.com>; joedona@gmail.com; shirleykatharine8 <shirleykatharine8@gmail.com>; tas <tas@biodesicstrategies.com>; foresterfox51 <foresterfox51@gmail.com>; gharrison@fayetteville-ar.gov

Subject: Ash-N College School Site Conservation Easement Collaboration

CAUTION: This email originated from outside of the City of Fayetteville. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello, Dr John! (Cc: FPS Board, City of Fvl Admin/Staff/Boards/Commissions)

Y'all will be in over your heads on the hillside site. Just trying to save the FPSD, City, and tax payers exorbitant expense and problems yet to be encountered.

Urban forests are irreplaceable . . . There are other better site options for school construction.

I have a respected 501(c)(3)non-profit ready to collaborate and combine resources with FPSD and the City on a Conservation Easement for the Ash/N College junior high site.

Do the right thing . . . Preserve Fayetteville's Enduring Green Network . . .

Cheers! Dot

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Sent from my iPhone

On Sep 29, 2025, at 10:06 AM, John Mulford <john.mulford@fayar.net> wrote:

Thank you, Dot.

Both emails have been received. As I watch these videos I think of two things:

1. I am excited about how we can improve this type of runoff that currently exists for our neighbors to the west of us due to the condition of the site and lack of runoff mitigation strategies on the site. Our design team has given great care in coming up with a plan that will keep more water onsite and lead to slower runoff during heavy rains.

2. For this family on Walnut, with their home being further south than where our property is located, I don't know that they will benefit from our site improvements. But, I am hopeful that they will.

Storm water runoff continues to be a top focus for our design team and we remain committed to improving the situation over what currently exists.

John Mulford, Ed.D.

Superintendent

Fayetteville Public Schools

479-444-3000

john.mulford@fayar.net

"Don't let what you cannot do interfere with what you can do." - John Wooden

On Fri, Sep 26, 2025 at 4:53 PM D Neely <dgn.edensgreen@gmail.com> wrote:

Greetings Dr. John! (Cc: FPS Board Members, Alan Wilbourn, Kelly Freeman, Edward McKinnon)

A new friend on the Walnut segment of the Sycamore-Walnut-Ash hill sent two videos of the Tuesday 9/23/2025 storm runoff from the slope behind her recently purchased home.

Video #2 is attached with this email.

Video #1 was sent previously in a separate email due to file size.

As you are now aware, the New Ramay hillside site is a "Pandora's Box" of problems which development will unleash at great expense to the FPSD, City, business owners on adjacent downslope properties, and resident

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tax payers.

Building Ramay anew on the current Woodland property and securing a smaller parcel on level-to-gently sloping ground is a better, more affordable way forward.

The best scenario for the 20+ hillside acres is for the FPS Board to partner with the City and a respected local non-profit (TBA) to place the site into a Conservation Easement, in keeping with the City's 2040 Master Plan, Hillside and Tree Preservation Ordinances, and the Climate Action Plan.

Placed in a Conservation Easement, the site would effectually preserve and extend the City's Enduring Green Network north of the Brooks-Hummel Preserve. The wooded slope will provide an essential green-buffer between planned intensive infill development along the N College Urban Corridor and neighborhoods to the east.

I can get with each of you individually at your convenience to talk more about issues with the proposed hillside site and partnering to place it in a Conservation Easement, if you like.

Cheers! Dot

P.S. Please check through your FPS Email Inbox for my email of 7/26/2025 with attached information re: the New Ramay Site.

From: Amylou Wilson <hattiemcneil@hotmail.com>

Sent: Sunday, September 28, 2025 7:48 PM

To: Payne, Brad <brad.payne@fayetteville-ar.gov>; Gulley, Fred <fred.gulley@fayetteville-ar.gov>; JGarlock@fayetteville-ar.gov; Madden, Mary <mary.madden@fayetteville-ar.gov>; McGetrick, Mary <mary.mcgetrick@fayetteville-ar.gov>; Cabe, Matthew <matthew.cabe@fayetteville-ar.gov>; Castin, Nick <nick.castin@fayetteville-ar.gov>; Werner, Nick <nick.werner@fayetteville-ar.gov>; Masters, Jessica <jmasters@fayetteville-ar.gov>; Wonsower, Donna <dwonsower@fayetteville-ar.gov>; Hyke, Bliss <ehyke@fayetteville-ar.gov>; gharrison@fayetteville-ar.gov; Hopkins, Mirinda <mhopkins@fayetteville-ar.gov>; Tamijani, Zak <ztamijani@fayetteville-ar.gov>; Frank, Wes <wfrank@fayetteville-ar.gov>; Bostick, Britin <bbostick@fayetteville-ar.gov>; Olson, Leif <lolson@fayetteville-ar.gov>

Subject: Against Rezoning/New Ramey School

CAUTION: This email originated from outside of the City of Fayetteville. Do not click links or open attachments unless you recognize the sender and know the content is safe.

I am against the rezoning of land the school board has purchased for the new Ramey Junior High. We can do better than this! I've worked in the water sector and this is a disaster in the making. Mr. Bayyari is correct in his assessment as a developer in the letter to the editor printed in the newspaper recently. Please do not allow this to happen.

Amy (Amylou) Wilson

1833 E. Applebury Drive

Fayetteville, AR

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hattiemcneil@hotmail.com

From: Masters, Jessica
Sent: Friday, September 26, 2025 4:49 PM
To: 'Lana Harris' <lanaharris08@gmail.com>
Subject: RE: Question regarding proposed Ramay Jr. High site

Lana,

Thank you for your questions; it's what we're here for, so I don't mind answering them.

Yes, the school district recently submitted their request to rezone the property in question, and I've attached their documents for your consideration. The rezoning item will be heard by Planning Commission on October 27 at a meeting which will begin at 5:30 PM. The variance that was approved recently was for a separate matter, and does not take the property's zoning into account. Geotechnical borings are a typical, due diligence process that is often done on a property where no clearing is involved, so no permits are involved or necessary from the City. In that particular matter, a grading permit was required because of the amount of clearing the developer required given the level of geotechnical work they were planning on doing. However, in order for them to obtain that permit, code requires that typically a large-scale development has already been approved. Since a large-scale development has NOT yet been approved, (nor, as you've mentioned, has the property been rezoned yet), the developer sought a variance to that standard so that they could begin that site analysis work.

You are correct that the developer has not yet obtained a grading permit in relation to that variance, but it is my understanding they are still working through that process. So, the test results won't necessarily be a part of the rezoning, but it sounds like many Commissioners will be interested to hear if that information will be ready yet. The applicant has not provided it, nor is it a typical requirement of any rezoning item, though I would anticipate that the question will arise, and perhaps the developer will have more information at the time of the rezoning hearing.

Let me know if I can be of further assistance.

Jessie

Jessie Masters, AICP

Planning Director

Development Services

City of Fayetteville, Arkansas

(479) 575-8239

www.fayetteville-ar.gov

[Website](#) | [Facebook](#) | [Twitter](#) | [Instagram](#) | [YouTube](#)



Compiled Public Comment
RZN-2025-0048

From: Lana Harris <lanalharris08@gmail.com>

Sent: Friday, September 26, 2025 12:11 PM

To: Masters, Jessica <jmasters@fayetteville-ar.gov>

Subject: Question regarding proposed Ramay Jr. High site

CAUTION: This email originated from outside of the City of Fayetteville. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good afternoon, Jessie,

I hope you're doing well. I hate to bug you with questions, but I'm struggling to fully understand all of the moving parts and pieces to the Ramay Jr. High site rezoning process.

I believe the school district has submitted their application for rezoning for the 19.7 acre parcel, as well as the 7-acre parcel to the south, which they have under contract.

Can you help me understand how the variance approval impacts the rezoning decision?

I thought the variance approval for boring was so the school district could conduct their geotechnical tests to determine if the site is suitable for a school. Since they haven't even applied for their grading permit yet, I would assume that means they haven't completed any of their testing.

Wouldn't those test results be necessary prior to the planning commission voting on rezoning? I was under the impression, based on conversation by commissioners at the meeting where they approved the variance, that the rezoning wouldn't be considered until the boring results were presented. Many of the commissioners discussed how the results of the boring tests would impact their decisions on rezoning, which is why I'm a bit confused.

I'd appreciate any insight or clarification you could give me around this. If it would be easier to explain via phone call or an in-person meeting, I'm more than happy to do either. Thank you so much for your help. I hope you have a great weekend.

Sincerely,

Lana Harris

479-445-8002

lanalharris08@gmail.com

From: John Mulford <john.mulford@fayar.net>

Sent: Monday, August 18, 2025 3:49 PM

To: Andrea Fournet <andreafournet@gmail.com>

Cc: Masters, Jessica <jmasters@fayetteville-ar.gov>; jeff.pummill@gmail.com; glpatterson01@gmail.com; Andrew Dominick <andrew.dominick@marshalltown.com>; mmbritain@gmail.com; alexmauroner@gmail.com; grimsleygraham@gmail.com; staceybuff@gmail.com; tomdeere13@yahoo.com; tod.yeslow@yeslow-law.com; spencer.vicki@gmail.com; Brink, Andrew <andrew.brink@fayetteville-ar.gov>; bpayne51@gmail.com; Fredgulley1@gmail.com; wesinfay@gmail.com; mmadden86@hotmail.com;

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RZN-2025-0048

Mjmcgetr@gmail.com; cabe.arch@gmail.com; ncastin@gmail.com; werner.nickc@gmail.com

Subject: Re: Urgent: Parking & Traffic at current Woodland Campus and possible new Ramay Campus

CAUTION: This email originated from outside of the City of Fayetteville. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello, Andrea.

I will do my best to provide answers to the questions you have presented. Please keep in mind that many of the things asked will be navigated during the Design Development phase of the project. Up to this point, Schematic design is the only thing that has occurred as we investigate how a building will best fit on the site while minimizing the footprint and saving as many significant trees as possible. The Schematic design is on hold until we know whether or not the rezoning will move forward and whether or not the additional 7 acres to the south will be available to be used for placement of school facilities.

Thar said, I think we need to distinguish a key difference between the current Woodland site and the proposed Ramay site. When Woodland was built roughly 70 years ago, the district was much smaller and the site was on the west edge, if not outside of town. There were no houses or businesses around it. And as is typical, after the school was constructed, other developments popped up around it. Additions were made to this site as the district grew, leaving limited room for parking. Currently, Woodland Junior high has roughly 170 designated parking spaces. Outside of these parking spaces, the small driveways are often used for additional parking along the curbs during things like open house and ball games. While these drives do provide some additional parking, it is limited because the drives are relatively small and were not designed to serve in that way at the time the building was built. It is also important to note that Woodland currently serves about 800 students, as does the current Ramay.

With a new feeder pattern set to take effect August 2027, a third junior high will be added, which will be done by converting John L Colbert Middle school to a junior high, and the current Woodland building will become a middle school. By doing so, and using current enrollment data and projections, the middle school to be housed there and Ramay Junior High would each have about 600 students.

Given all that background, one of the things we have at the top of our design focus is the need for sufficient parking onsite for the new Ramay. Unlike the current Woodland, there isn't a parking lot at a neighboring church that is easily accessible, nor are their bordering streets immediately adjacent to the school that people can park along. When you consider the neighborhoods that are close by, they still aren't immediately adjacent like the current Woodland, which I believe will greatly reduce the amount of people who will try to park in neighborhoods like Summit Place and walk.

With all that said, below (in purple) are the response we have at this time:

Follow-Up Questions

1. Capacity – How many parking spaces will the possible new Ramay campus include? - As you know, the City of Fayetteville has parking maximums. It is my understanding from our design team that our maximum number of actual designated parking spaces allowed is around 200. That said, the ability to park at least 350 cars onsite is the target we are currently working toward. To accomplish this, we are designing the road around the school to be wide enough to allow for parallel parking during evening and special events. Using our current schematic design, we estimate roughly another 130-

140 cars can park on the side of the drive. All that said, it is still early in the design process and design aspects must go through city planning. Additionally, our approach to parking is to avoid a large parking lot, so we haven't yet hit the target of 200 actual parking spaces, but we are getting there. Based on the current Schematic Design, we feel confident we will be able to accommodate 300 cars between the actual spots and the drive, but will continue to work toward 350. With an anticipated 600 student enrollment, we believe this will be sufficient parking.

2. Event Load – How many attendees are projected for an open house? - Open house is a hard thing to predict, but would easily be the event during which the most vehicles would be present. What makes it unique is ALL staff are present, plus families on top of that. Unlike an athletic event, during which minimal staff are present. And even for those who do attend, not all are there at the same time. For the junior high level, we estimate between 50-65% of students/families attend. Then within that number, we have families with multiple kids at the building and parents coming at different times. So looking ahead, with an enrollment of 600 students, we would anticipate 300-400 students/families might attend. If needed, we can stagger open house, which some of our buildings that have limited parking already do. Additionally, if needed, we could have staff park at the current woodland site on open house night and shuttle them back and forth.
3. Infrastructure Plan – Will additional parking be built to meet that need? - I think this question is answered above.
4. Traffic Flow – How will gridlock on the hillside and in adjacent neighborhoods be prevented? - We have to keep in mind that 800 students are already flowing to the current Woodland campus, many of which come from the east and/or south. Once that building becomes a middle school and the new Ramay opens, there will be 1200 students between the two of them, a net increase of 400 students. Several of these additional students will be the same families who have multiple kids in grades 5-8, so their car would be going that way already to drop off their middle school child. Assuming the district does not purchase the additional 7 acres to the south, we expect there to be little noticeable difference between the amount of school-related cars traveling those roads then vs. now. The key difference will be traffic between the two campuses. And, with an intersection being added, that should allow for ease of flow between the two sites. As a reminder, that intersection was already in the city plans prior to the district purchasing the land. As for the new Ramay site, the driveway that circles the building should be more than sufficient to keep cars off of College during parent drop-off and pick-up. Now, if the district purchases the additional 7 acres, an additional traffic study will be conducted to see how that Ash Street access could/should be best used. Of course, the city will have a big part in determining that as well.
5. Alternate Transport – If buses/shuttles are planned, how will they be scheduled and incentivized? - This location allows for potential partnerships with the city around public transportation due to its location to existing routes. We would have to collaborate with the city about how we might collaborate to provide more options for families beyond district run bus routes. We already have about 45-50% of students who ride our own buses, which is strong participation. The development of this site would also allow the trail to connect from Poplar to Ash. Now, I know it would be uphill coming from the west, but it would provide a safe crossing at College that would at least provide the opportunity for more students to walk or cycle to school. I also feel it provides a walkable/bikeable opportunity for students who live to the east that really isn't available now.

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6. Timeline – When will the community be informed of the finalized traffic and parking plan? - As referenced above, many of those details will be finalized as part of the Design Development phase. We will not ask the Design Team to start on that phase unless the property is rezoned. However, the Schematic Design will give us a pretty firm idea of how traffic and parking will flow. One key piece outstanding is that additional 7 acres. We are hoping to know one way or the other on that property very soon. Our Design Team will be presenting an update at the August 28th board meeting.

John Mulford, Ed.D.

Superintendent

Fayetteville Public Schools

479-444-3000

john.mulford@fayar.net

"Don't let what you cannot do interfere with what you can do." - John Wooden

On Mon, Aug 18, 2025 at 7:57 AM Andrea Fournet <andreaournet@gmail.com> wrote:

Dear Dr. Mulford,

The Woodland Junior High open house on August 14, 2025, created severe traffic congestion and a dangerous parking shortage. Cars overflowed into neighborhoods, businesses and onto lawns. It was unsafe. Woodland admin and staff were clearly unprepared for the number of families attending. Many people parked in the huge parking lot owned by the church on Green Acres Rd and walked on level flat sidewalks to get to the Woodland campus.

I am very concerned the same—or worse—will occur at the new Ramay campus on the hillside. With limited on-site parking, open houses could easily draw over 500 cars, leading to bottlenecks on the hill and spillover into nearby neighborhoods. Parents will not rely on buses or bikes, and many will find alternative routes—parking up and down the streets in the Summit Place neighborhood to the north, walking through woods, and creating hazards. They sure won't park at the bottom of the hillside and walk up the switch back!

What is the district's concrete plan to prevent this? Will a parking lot be built to handle open house attendance, or will we see a repeat of Woodland? This is not a minor inconvenience—it is a safety issue for students, families, and the community. Advance planning is essential.

Follow-Up Questions

1. Capacity – How many parking spaces will the possible new Ramay campus include?
2. Event Load – How many attendees are projected for an open house?
3. Infrastructure Plan – Will additional parking be built to meet that need?
4. Traffic Flow – How will gridlock on the hillside and in adjacent neighborhoods be prevented?
5. Alternate Transport – If buses/shuttles are planned, how will they be scheduled and incentivized?
6. Timeline – When will the community be informed of the finalized traffic and parking plan?

I look forward to your detailed response.

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Sincerely,
Andrea Fournet



ANDREA FOURNET, C-IAYT
CEO/Founder

📞 479-521-9642

✉️ yogalady@aryoga.com

📍 1949 N Green Acres Rd,
Fayetteville, AR 72703

🌐 www.aryoga.com

All we have is emails.

Brink, Andrew andrew.brink@fayetteville-ar.gov

McGetrick, Mary mary.mcgetrick@fayetteville-ar.gov

Madden, Mary mary.madden@fayetteville-ar.gov

Payne, Brad brad.payne@fayetteville-ar.gov

Gulley, Fred Fred.Gulley@fayetteville-ar.gov

Werner, Nick nick.werner@fayetteville-ar.gov

Castin, Nick Nick.Castin@fayetteville-ar.gov

Cabe, Matthew Matthew.Cabe@fayetteville-ar.gov

Ashlyn Holeyfield ashlyn.holeyfield@fayetteville-ar.gov

Thank you

Mirinda Hopkins

Development Coordinator

Planning Division

City of Fayetteville

479-575-8267



From: Nancy Harris <nanghar@gmail.com>

Sent: Tuesday, October 7, 2025 4:08 PM

To: Planning Shared <planning@fayetteville-ar.gov>

Subject: can you give me the individual contact info for planning commission members

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this is in regard to the project to build a new Ramay on the hill.

Thanks, Nancy Harris

Fyi and apologies that I just realized you were not included. The attachment more than the email appears to be the substance of the public comment.

Jonathan Curth, AICP

Development Services Director

Development Services Department

City of Fayetteville, Arkansas

jcurth@fayetteville-ar.gov

479.575.8308

Website | Facebook | Twitter | Youtube

-----Original Message-----

From: Mayor <Mayor@fayetteville-ar.gov>

Sent: Monday, September 22, 2025 1:10 PM

To: Curth, Jonathan <jcurth@fayetteville-ar.gov>; Rutherford, Blake <blrutherford@fayetteville-ar.gov>; Ziegler, Gracie <gziegler@fayetteville-ar.gov>; Macedo, Keith <kmacedo@fayetteville-ar.gov>

Subject: FW: Letter RE Selected Site for Ramay Junior High

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This was sent to me, council, planning commissioners, and Peter's team. I am simply making you aware.

I had not yet heard school security/student safety used as an argument against this site so that was a new one.

Mayor Molly Rawn

City of Fayetteville, Arkansas

Mayor@fayetteville-ar.gov

(479) 575-8330

-----Original Message-----

From: Dawn Fisher <dawn_fisher@fastmail.fm>

Sent: Sunday, September 21, 2025 5:28 PM

To: Brink, Andrew <andrew.brink@fayetteville-ar.gov>; Payne, Brad <brad.payne@fayetteville-ar.gov>; Gulley, Fred <fred.gulley@fayetteville-ar.gov>; Madden, Mary <mary.madden@fayetteville-ar.gov>; McGetrick, Mary <mary.mcgetrick@fayetteville-ar.gov>; Cabe, Matthew <matthew.cabe@fayetteville-ar.gov>; Castin, Nick <nick.castin@fayetteville-ar.gov>; Werner, Nick <nick.werner@fayetteville-ar.gov>; Berna, Scott <scott.berna@fayetteville-ar.gov>; Bunch, Sarah <sarah.bunch@fayetteville-ar.gov>; Mayor <Mayor@fayetteville-ar.gov>; Turk, Teresa <teresa.turk@fayetteville-ar.gov>; Jones, Monique <monique.jones@fayetteville-ar.gov>; Jones, D'Andre <dandre.jones@fayetteville-ar.gov>; Wiederkehr, Mike <mike.wiederkehr@fayetteville-ar.gov>; Moore, Sarah <sarah.moore@fayetteville-ar.gov>; robert.stafford@fayetteville-ar.gov

Cc: Nierengarten, Peter <pnierengarten@fayetteville-ar.gov>; Olson, Leif <lolson@fayetteville-ar.gov>

Subject: Letter RE Selected Site for Ramay Junior High

CAUTION: This email originated from outside of the City of Fayetteville. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good evening,

I submit to members of the Planning Committee and to the Mayor and City Council Members, with a cc. to two Planning Committee staff members, regarding the proposed site for the Ramay Junior High School. Parts of this have been communicated to the Environmental Action Committee, and parts to the Fayetteville Public Schools Superintendent and Board members. (Three minutes doesn't seem to cover much when I'm before an august board for the first time in my life, and public speaking is not my strength.) However, I hope you will consider with some weight what I have given much of my thought to since I heard about FSB plans to build on this site and all the implications that followed as a result of my conversations and queries.

Since then, though my background in education gives me to understand the motivations of the school board, I really must express my concerns about this proposal and what I feel to be very real and LIKELY negative outcomes, should the school be built on the site as proposed.

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I am not certain I have all e-mail addresses correct, but if any return as "undeliverable," I will try to deliver by alternate means (via hard copy directly to City Hall). Thank you in advance for your time and consideration.

With regards,

Dawn Fisher, 848 E. Peel St.

Fayetteville, AR 72703

--

Dawn Fisher

dawn_fisher@fastmail.fm

From: **Dawn Fisher**, 848 E. Peel St., Fayetteville, 72703

To: **Mayor** Molly Rawn

City Council Members: Robert Stafford, D'Andre Jones, Sarah Moore, Mike Wiederkehr, Scott Berna, Sarah Bunch, Teresa Turk, Monique Jones

City Planning Committee Members: Andrew Brink, Brad Payne, Fred Gulley, Mary Madden, Mary McGetrick, Matthew Cabe, Nick Castin, Nick Werner,

CC: Peter Nierengarten
Leif Olson

September 21, 2025

I have already communicated by letter (7.17.25) to the members of the Environmental Action Committee and to the Superintendent and members of the Fayetteville Public Schools in person (8.29.25) regarding FPS plans to build a junior high school on the hill between Township and Ash, to the east of College.

I write to you not as an expert, but as an observer, a reader, an inquisitive person who has an interest in promoting what is good for the community (children, residents, and taxpayers) of the city of Fayetteville and the FP School District, and admittedly taking the position that what is good for preserving the natural environment is good for humans who share the space, the air, the resources.

This is not the best site for a school, ***nor is a school the best use of this site.*** This steep wooded hillside is NOT CURRENTLY ZONED for a school facility. It is also in the City's Hillside/Hilltop Overlay District, which protects fragile natural areas from development. Dr. Mulford has admitted that the location is ideal; the site is not. Wes Burgess, Crafton Tull representative, said he could "make it happen," that the facility CAN be built FOR A PREMIUM: Development costs are estimated to be three times that of building on flat land.

Also, Dr. Mulford initially estimated that the design could preserve up to 50% of the trees/coverage (but that 50% coverage assumed successful purchase of an additional parcel to the south); after further design work, Burgess assured the board that with creative design, "We will have to retain a minimum of 25% of that wooded area...we want to preserve as much wooded area as possible... ***so I think we'll be able to do that.***" I have heard since that time more qualifying comments regarding that aspiration.

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This “Big Beautiful Building” in the woods is a conceptual idea, of opportunities, collaboration, a spectacular space...presented in renderings, projections, and promises. The renderings are actually very seductive. I wish it could be so. But wishing does not make it so.

The question has been asked, “**Can we build it?**” Probably.

The appropriate question here is: “**SHOULD we build it?**”

Should we build the thing if what we value most *about that thing* cannot be manifest?

...If we harm what we say we value? And if it comes at great cost AND great risk?

*(This brings to my mind the lesson in **The Gift of the Magi**.)*

What example of nature appreciation are we *to our children* when we cut down the trees and impose a 4-story structure and lines of traffic for access and egress to hundreds every day? It is counter-intuitive to talk about using multiple strategies to *mitigate the damage* done to the hillside and to prevent downhill flooding and erosion caused by this imposition...and when the base of the only in-and-out access for the public, and the traffic light/crosswalk...is in a floodway? (Not a flood zone, but a **FLOODWAY**.)

Wes Burgess, Crafton Tull representative plainly laid it out: It will cost a PREMIUM. He estimated that development will cost an estimated THREE TIMES that of developing flat land before the school is even built. Some experienced local builders and objective geologists with specialties in the soils and hydrogeology/geohydrology of the area suspect that this may be only a PORTION of the additional cost...(to the taxpayers, mind you).

Governmental entities have the power of the purse and tools of law to pursue public goals for the public good. As we have seen, our political culture has pressed into service laws to expedite specific goals not necessarily “of, by, and for the people,” and even challenged some of those boundaries which are set into place to protect the public from the urgent impulses of those who might not have the same long-term view that their predecessors did when establishing safeguards.

So it is to be expected that these cultural changes translate into the public being in general more skittish and skeptical, and for it to scrutinize decisions that elected officials make. Though inconvenient, or a seeming nuisance, this can be a **good thing** in the decision-making process.

I would also gather that City and FPS council/boards and staff have close working relationships and history of cooperation and collaboration. I do hope that does not translate (in this case) into one overlooking violations or making accommodations that they wouldn’t for other requests of equal merit. That, in truth, might translate into double-charging tax-payers for both additional cost of the school plus the ultimate cost of additional street and infrastructure improvements necessary to accommodate the building and maintenance of, and access to the school.

OTHER IMPORTANT FACTORS FOR YOUR CONSIDERATION:

Assaults on school children are becoming all too common. They happen not just INSIDE, but AROUND the school and grounds. We value our children and our neighborhoods. Safety is paramount. “One way in, one way out. Surrounded by woods.” Ask any school safety specialist if this is a good combination. Years ago, when the Dalai Lama visited, an initial plan included lodging our honored guests in a peaceful inn in the woods very near the University of Arkansas campus. When the Special Agents of Diplomatic Security Service (DSS) of the State Department did their site visit to inspect arrangements, they nixed this plan immediately: **One way in, one way out, woods all around. An invitation to disaster.**

I am not saying that there will be stalkers in the woods targeting our children/students. But Superintendent Mulford is promoting this site as walkable and bike-able. **Is it? And is it safe?** Last month’s UA assault and RazALERT was a hoax. But will the next assault be? With predictable accuracy, one knows when our children will be on established paths surrounded by woods. Can the school board provide that surround which is promoted as an asset

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for science exploration and appreciation of nature, and still provide the safe, accessible environment for those whose safety and well-being we so value? OR, after construction is complete, will it even still be the forest surround and habitat envisioned and marketed?

MANY other issues remain unresolved as the School Board goes ahead with its plans:

In this particular case, and with the selected parcels, the goals of infill and incorporating greenways in the city seem to be incompatible. Previous-mentioned concerns don't BEGIN to address the logistical challenges of evacuation in the event of severe weather or other emergency.

Nor does it address the hazardous alternate route sometimes suggested through the Ash/Walnut/Sycamore route/corridor. It would be an engineer's or bus-driver's nightmare, let alone a parent's on a slippery day...Dr. Mulford responded to the "what if" question that school would be called off on inclement weather days. But this hill is a different situation. The option I imagine the City resorting to is designate one of the now-quiet residential streets to serve as a collector and take a straight shot to the top of the hill from Old Wire. Has this been discussed as a back-up plan? The neighbors want to know in advance, not after-the-fact.

When asked about how the traffic lights on College will affect traffic at the Poplar intersection, Dr. Mulford simply replied something to the effect that "sometimes during the day better, sometimes not."

Many businesses along College below this site already suffer from the down-slope water and residuals after a rain event. In addition, several businesses are "adult" in nature. There are no prohibitions against their existence since they precede the building of the school, but if the school is built, it will affect their ability to sell their location to other similar businesses.

Certainly, infill where it makes sense. It doesn't make sense on this slope, with its *geohydrology* and the constraints of our **already imposed development**. Take a lesson from the cities around Seattle, Washington where builders in their hubris built on steep hillsides, only to see their structures buried by the super-saturated hillsides behind them; or losing deep footings as eroding land around them gave way.

Just as there is a human community, there is a forest community. When there is loss, the *whole* experiences that loss; we experience loss, whether it is of the forest itself, or of what it offers us: clean air, a climate buffer, a natural habitat for those who were here before us and who now struggle to survive because of our human-centric priorities. There is an intelligence in nature. We dominate and manipulate at our own peril. The trees, in THEIR Natural State, help make our burgeoning community not just livable, but outstanding.

I am not blind to the stated needs of FPS to establish and ensure completion of their in-progress "feeder pattern" of student cohorts, and to make it a fait-accompli. They have searched for options, found one they are invested in (with our tax dollars): land, development and architecture/design fees, contracts... This site seems to be the lynchpin, the hill not to be given up.

The truth is, school enrollments are NOT increasing (even though the City's population is). Changing demographics, private schools and home-schooling are taking some of the pressure off; there's no rush. I urge the City Planning Department, which I understand is short on engineers, to take ITS time to consider carefully the request from FPS to change the zoning and for the Planning Department and City Council to encourage them to seek other options.

I know that the EAC has offered to help with FSB efforts to consider other options, and there may be potential stakeholders interested in participating in a plan that could enable the school board to recoup some of their investment, should they reconsider other options.

I apologize for the length of this. It comes with my hope for a positive resolution, whatever that may be.

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Respectfully yours,

Dawn Fisher

From: Andrea Fournet <andreaournet@gmail.com>

Sent: Tuesday, April 29, 2025 7:35 AM

To: Carlo Bertani <carlo.bertani@maersk.com>; Nathan Walker <nathan-walker@outlook.com>; Bethany Douglas <bedouglas17@gmail.com>; James Parrish <jnparrish54@gmail.com>; foresterfox51@gmail.com <foresterfox51@gmail.com>; Scott, John <jscott@fayetteville-ar.gov>; Kate Shirley <shirleykatharine8@gmail.com>; Thomason, Willa <wthomason@fayetteville-ar.gov>; Tas Zinck (tas@biodesicstrategies.com) <tas@biodesicstrategies.com>; Hannah Ash <hannah.ashh@gmail.com>

Subject: Future Ramay Junior High school location

CAUTION: This email originated from outside of the City of Fayetteville. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Members of the Fayetteville Urban Forestry Advisory Board,

I am writing to urgently bring to your attention a deeply troubling situation.

The Fayetteville School District is advancing plans to construct a new junior high school and football field atop one of our city's last undeveloped hillsides — an approximately 18-acre old-growth hardwood forest just east of College Avenue. Disturbingly, the district has moved forward without first seeking the city's required zoning approvals, without adequately addressing hillside and drainage protections, and without meaningful solutions to critical traffic concerns, given there is currently only one point of public access, (emergency exit doesn't count).

Public funds have already been spent to purchase the land and commission architectural plans, even though this project would permanently destroy an irreplaceable urban forest. This forest has quietly served our community for generations — stabilizing the hillside, protecting our watershed, cooling and purifying the air, sheltering wildlife, and providing immeasurable beauty to Fayetteville.

At a time when our community and nation are investing heavily in climate resilience, it is unthinkable to pursue a project that echoes the destructive development practices of the past. It is 2025. We have better knowledge and better tools. We must uphold higher standards.

Fayetteville is nationally recognized for environmental stewardship and smart, sustainable growth. Allowing this project to proceed without full public transparency, compliance with city ordinances, and an exhaustive exploration of alternatives would represent a significant failure of governance and vision.

This hillside is not simply a hardwood forest; it is a vital natural asset. Its loss would be irreversible, leaving a permanent scar on our landscape and, I believe, casting a lasting shadow on the legacy of current city leadership.

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I respectfully urge you to intervene, enforce all applicable regulations, and explore every possible avenue to protect this forested hillside. Our responsibility is not just to today's residents, but to future generations.

Thank you for your attention and service to our community. Let's help keep Fayetteville Shay by preserving our long existing hardwood forests, like this one, in tack.

Sincerely,
Andrea Fournet
Fayetteville Resident and Business Owner

Andrea Fournet, C-IAYT

CEO/Founder-AYC

Arkansas Yoga and Therapy Center

Good morning, Andrea,

I appreciate you reaching out to express your concerns about this project, and I will do my best to address them. However, I would recommend that you reach out to the Planning Commission and City Council representatives as they will ultimately be the ones to vote on this development.

- **Disturbingly, the district has moved forward without first seeking the city's required zoning approvals, without adequately addressing hillside and drainage protections, and without meaningful solutions to critical traffic concerns, given there is currently only one point of public access, (emergency exit doesn't count).**

As of now, this project has not been submitted to the City for formal review. When the applicant submits plans for this project, it will be processed as a large-scale development and will be reviewed by planning, urban forestry, engineering, building safety, fire, and any other applicable departments to ensure the plans adhere to our City's municipal code. This review will include assessment of the plans adherence to zoning regulations, hillside and drainage protections, traffic considerations, and appropriate locations of ingress/egress.

- **Fayetteville is nationally recognized for environmental stewardship and smart, sustainable growth. Allowing this project to proceed without full public transparency, compliance with city ordinances, and an exhaustive exploration of alternatives would represent a significant failure of governance and vision.**

Because this project will be processed as a large-scale development, review comments and staff determinations will be heard at Tech Plat, a public meeting with the applicant, and at Planning Commission, a public hearing. This process ensures public transparency throughout the development of the project. If staff determine that any aspect of the plans do not comply with City ordinances, the project will be tabled until changes are made to bring the plans into compliance.

- **This hillside is not simply a hardwood forest; it is a vital natural asset. Its loss would be irreversible, leaving a permanent scar on our landscape and, I believe, casting a lasting shadow on the legacy of current city leadership.**

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This parcel is zoned RSF-4 which, per §167.04(C) Table 1, requires 25% minimum canopy preservation. Because the parcel is in the Hillside/Hilltop Overlay District (HHOD), the percent minimum canopy requirement must be increased by 5% to a total requirement of 30%. This is the maximum percent minimum canopy requirement outlined in UDC §167. Additionally, land located within the HHOD is subject to additional grading and erosion control requirements administered by engineering.

- **I respectfully urge you to intervene, enforce all applicable regulations, and explore every possible avenue to protect this forested hillside.**

While the Urban Forestry Advisory Board may issue opinions on development projects, the administration of Code is the responsibility of staff, and final decisions are made by Planning commissioners and City Council members. Again, I recommend that you voice your concerns to the Planning Commission, City Council, and the Mayor, as well as UFAB and staff.

Please let me know if you have any questions or want to discuss this further.

Thanks!

Willa

Willa Thomason, M.S.

Urban Forester

Development Services

City of Fayetteville, Arkansas

(479) 444-3486

[Website](#) | [Facebook](#) | [Twitter](#) | [Instagram](#) | [YouTube](#)



PUBLIC COMMENT

The Fayetteville Youth Advisory Council writes to formally recommend against the rezoning of parcel #765-13438-000, which is currently owned by the Fayetteville Public School District. After discussion and careful consideration, the YAC voted 8-0 on May 29, 2025 in favor of forwarding this letter to the City Council and the Planning Commission. The YAC determines that this land is unsuitable for development, and urges the City Council to consider the following:

1. The soil on this land is key in controlling water flow, disrupting and compacting it during construction increases the likelihood of floods onto N. College Ave. and the businesses below parcel #765-13438-000.
2. The accessibility to the school in proposed plans is highly limited, with one official road, and one 'emergency' road. The official road stems off of N. College, and the traffic congestion due to the proposed school and the revamped middle school (formally Woodland Jr. High) would greatly increase. In the situation of bad weather or emergency, getting in and out of the school would be difficult, and a potential danger to the students.
3. Parcel #765-13438-000 is a densely forested slope, any construction would be difficult and destructive of its ecological systems. As one of few areas of dense, native vegetation and wildlife left in Fayetteville, the YAC deems it important to protect the nature of this land as much as possible.

Furthermore, the Fayetteville Youth Advisory Council urges the Fayetteville Public School District to utilize this land for alternative, non-destructive stewardship and educational opportunities. The YAC also encourages the FPS District to pursue the purchase and development of underutilized land, such as unused parking lots, for the building of the new Ramey school.

This decision will affect hundreds of Fayetteville's youth, and the YAC feels a deep responsibility to advocate for the safest and most sustainable route in regards to the development of the new schools. We respectfully ask the FPS to consider alternative locations that would better meet the schools goals of safety and would cause minimal harm to the ecosystems and environment surrounding it.

We appreciate the work of the City Council and Planning Commission and thank you for your attention to our concerns. The YAC welcomes the opportunity to discuss this further as decisions are made, and remains committed to finding solutions that best reflect the interests of Fayetteville's Youth.

PUBLIC COMMENT

Bland, Justin

From: Andrea Fournet <andreafournet@gmail.com>
Sent: Monday, September 22, 2025 4:32 PM
To: Brown, Chris; Bland, Justin; Moore, Sarah; Wiederkehr, Mike
Subject: Traffic study for proposed Ramay Junior High site

Follow Up Flag: Follow up
Flag Status: Completed

CAUTION: This email originated from outside of the City of Fayetteville. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello Chris and Justin,

Could the City conduct its own traffic safety study for the proposed Ramay Junior High site off College Avenue? The City has done so before—such as for the Zion Road project—when line-of-sight and turning safety were in question. This site raises even greater concerns: students crossing five lanes of traffic, and two left-hand turns off College on to Poplar from both directions. Left turns across multiple lanes are among the most dangerous traffic movements for pedestrians, bikes, scooters, wheelchairs, and cars and relying solely on the school district’s consultants may risk overlooking that.

Many recent developments on major arterials avoid this hazard by allowing only right-in/right-out access. Will the City require similar protections here?

And how will the College Avenue entrance be made ADA accessible for students walking or using a wheelchair from neighborhoods west of the site?

Will the continuation of Poplar be a city maintained road or private maintained by our public school system?

Thank you for your time concerning this project.

Best regards,
Andrea



From: Drew Conner <drewconner1022@gmail.com>
Sent: Monday, October 27, 2025 10:31 AM
To: Planning Shared <planning@fayetteville-ar.gov>
Cc: Brink, Andrew <andrew.brink@fayetteville-ar.gov>; Holeyfield, Ashlyn <ashlyn.holeyfield@fayetteville-ar.gov>; Payne, Brad <brad.payne@fayetteville-ar.gov>; Gulley, Fred <fred.gulley@fayetteville-ar.gov>; Madden, Mary <mary.madden@fayetteville-ar.gov>; McGetrick, Mary <mary.mcgetrick@fayetteville-ar.gov>; Cabe, Matthew <matthew.cabe@fayetteville-ar.gov>; Castin, Nick <nick.castin@fayetteville-ar.gov>; Werner, Nick <nick.werner@fayetteville-ar.gov>
Subject: SUPPORT the New Ramay Junior High Plan

CAUTION: This email originated from outside of the City of Fayetteville. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Commissioners,

I am a Root Elementary parent, I live in the Summit Place neighborhood next to the proposed Ramay build site, and I want to express my support for the new Ramay project.

I have attended a community discussion with Dr. Mulford, learned the facts, and agree that the site is centrally located within the proposed Ramay feeder pattern, is environmentally responsible, and is a much needed upgrade for our children and community.

I understand that you are having a planning commission meeting today to listen to members of the community regarding the new Ramay proposal. I am unable to attend, but hope that this email is read with as much weight as an in-person 3 minute speaking session.

For what it's worth, I recently applied for the vacant school board position...and while I wasn't chosen...the process was amazing because it gave me the opportunity to meet my neighbors. The application process had me canvassing my neighborhood for signatures. The new Ramay build project was on top of everybody's mind...with 80+% very much on board with this project. I get the impression that the very loud minority of those who are against the project are simply uninformed with complaints not rooted in fact. For those who have attended engagement meetings and understand how much time, effort, and research that has already gone into this new school proposal, this project is a 'no-brainer'.

Thank you for your time and attention.

Drew Conner

(479) 283-6602

497 E. Ozark View Drive

Fayetteville, AR 72703

Compiled Public Comment
RZN-2025-0048

From: Elizabeth Bainbridge <bainbridge.e@gmail.com>
Sent: Monday, October 27, 2025 1:02 PM
To: Tamijani, Zak <ztamijani@fayetteville-ar.gov>
Subject: Plan for Ramay junior high

CAUTION: This email originated from outside of the City of Fayetteville. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Zach, this is Elizabeth. I'm really concerned about the risk for significant traffic congestion on Ash/Walnut/sycamore to the extent that we may have trouble getting to work or having emergency vehicles come to our neighborhood. Further, if we can't get out of our neighborhood to the west and have to go out the back way to old wire, I believe old wire will also be congested to the extent that it will be very difficult for us to get out of our neighborhood.

Now that the new piece of land is in the process of being purchased, they took out the exit on the opposite northside and put two exit entrances on our street our side of the street

I'm not thrilled about the school being built and ruining the woods near my house but I can accept it. What I cannot accept is blacks and blocks of backed up traffic in my neighborhood.

What can the planning commission do to protect our neighborhood?

Elizabeth Bainbridge, LLC, MA, CCC-SLP
Speech Language Pathologist

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From: Jason Smith <jason.edward.smith@gmail.com>
Sent: Monday, October 20, 2025 12:49 PM
To: Planning Shared <planning@fayetteville-ar.gov>
Subject: support for RZN-2025-0048

CAUTION: This email originated from outside of the City of Fayetteville. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Just wanted to reach out and voice my support for the new Ramay Jr High school location. We currently live in the center of the City of Fayetteville and our son buses to JLC across town. The central location looks so much better both for our kids and for parents to be involved at the school more easily.

I have seen some loud opposition to cutting of the trees there, while little to no opposition in the developments going in on Old Wire and Old Missouri Roads.

Compiled Public Comment
RZN-2025-0048

Thanks,

Jason Smith

408 E Lafayette

From: Sarah Rack <sarah.rack@gmail.com>

Sent: Monday, October 20, 2025 10:00 AM

To: Planning Shared <planning@fayetteville-ar.gov>

Subject: Support for RZN-2025-0048, Land for Ramay Junior High

CAUTION: This email originated from outside of the City of Fayetteville. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Planning Commissioners -

I am writing to express my strong support for the zoning change **RZN-2025-0048** to allow for the development of the new Ramay Junior High in the heart of Fayetteville.

This school represents a critical investment in the future of our city—one that aligns directly with Fayetteville's Vision 2050 Guiding Principles. Building Ramay in this central location supports:

- A **diverse, growing local economy** by ensuring equitable access to quality education across our community.
- The preservation of a **naturally beautiful city** through thoughtful planning and responsible land use.
- **Well-maintained infrastructure** and facilities that meet the needs of our growing population.
- A **safe, vibrant community** where families can live, learn, and thrive.
- **Quality public schools** that serve as cornerstones of educational excellence and opportunity.

Locating this junior high in the heart of the city strengthens our neighborhoods, reduces transportation barriers, and demonstrates Fayetteville's continued commitment to smart, sustainable growth.

Thank you for your consideration and for your leadership in ensuring Fayetteville remains a city where every child has access to exceptional educational opportunities close to home.

Warm regards,

Sarah Rack

Fayetteville Resident and Public School Supporter

-----Original Message-----

Compiled Public Comment
RZN-2025-0048

From: Leslie Reeves <lesliereeves05@gmail.com>

Sent: Tuesday, October 14, 2025 4:32 PM

To: Planning Shared <planning@fayetteville-ar.gov>

Subject: RZN-2025-0048 Rezoning Land for Ramay Junior High School

CAUTION: This email originated from outside of the City of Fayetteville. Do not click links or open attachments unless you recognize the sender and know the content is safe.

City of Fayetteville Planning Commissioners,

Knowing that you must not communicate among yourselves I have blind-copied you. I hope I typed all of the email addresses correctly. First, I want to thank you for your service to the City of Fayetteville - for the long hours you must often put in, and for listening to the citizens of our city. I rotated off the Planning Commission a number of years ago now, and hadn't anticipated either coming to speak before you, or sending you an email advocating for or against something before you. But here I am!

I want to encourage you to approve sending the rezoning for the new Ramay Junior High to the City Council with a recommendation that they approve it. It's difficult to rezone property knowing that trees will be removed. But the choice is almost always between density and sprawl. And I believe that the values of our city - and the best alternative for the Planning Commission and City Council - is infill.

I don't envy you the decision before you, but I trust that you will endure the input and make a good decision.

Sincerely,

Leslie (Belden) Reeves

From: D Neely <dgn.edensgreen@gmail.com>

Sent: Saturday, October 11, 2025 1:26 PM

To: Rawn, Molly <molly.rawn@fayetteville-ar.gov>; john.mulford@fayar.net

Cc: Macedo, Keith <kmacedo@fayetteville-ar.gov>; tim.hudson@fayar.net; justin.eichmann@fayar.net; keaton.smith@fayar.net; ivone.hudson@fayar.net; tracey.pomeroy@fayar.net; katrina.osborne@fayar.net; nika.waitsman@fayar.net; alan.wilbourn@fayar.net; kfreeman@connect-advisors.com; emckinnon@nwaonline.com; Bunch, Sarah <sarah.bunch@fayetteville-ar.gov>; Berna, Scott <scott.berna@fayetteville-ar.gov>; Jones, D'Andre <dandre.jones@fayetteville-ar.gov>; Stafford, Bob <bob.stafford@fayetteville-ar.gov>; Moore, Sarah <sarah.moore@fayetteville-ar.gov>; Jones, Monique <monique.jones@fayetteville-ar.gov>; jeff.pummill@gmail.com; glpatterson01@gmail.com; staceybuff@gmail.com; grimsleygraham@gmail.com; darlinton.imhanzuaria@gmail.com; alexmauroner@gmail.com; spencer.vicki@gmail.com; mmbritain@gmail.com; Andrew Dominick <andrew.dominick@marshalltown.com>; Brink, Andrew <andrew.brink@fayetteville-ar.gov>; aholeyfield@impactpolicystrategies.com; Payne, Brad <brad.payne@fayetteville-ar.gov>; Gulley, Fred <fred.gulley@fayetteville-ar.gov>; Madden, Mary <mary.madden@fayetteville-ar.gov>; McGetrick, Mary <mary.mcgetrick@fayetteville-ar.gov>; Cabe, Matthew <matthew.cabe@fayetteville-ar.gov>; Werner, Nick <nick.werner@fayetteville-ar.gov>; Masters, Jessica <jmasters@fayetteville-ar.gov>; Long Range Planning <LongRangePlanning@fayetteville-ar.gov>; Carlo Bertani <carlo.bertani@maersk.com>; hannah.ashh

Compiled Public Comment
RZN-2025-0048

<hannah.ashh@gmail.com>; jnparrish54 <jnparrish54@gmail.com>; joedona@gmail.com; shirleykatharine8 <shirleykatharine8@gmail.com>; tas <tas@biodesicstrategies.com>; foresterfox51 <foresterfox51@gmail.com>; gharrison@fayetteville-ar.gov; Bostick, Britin <bbostick@fayetteville-ar.gov>; Turk, Teresa <teresa.turk@fayetteville-ar.gov>; kkellam@uark.edu; Hunter.Adkisson@prismds.co; jennyb@prismds.co; Nierengarten, Peter <pnierengarten@fayetteville-ar.gov>; Douglas, Bethany <bdouglas@fayetteville-ar.gov>; Curth, Jonathan <jcurth@fayetteville-ar.gov>; Masters, Jessica <jmasters@fayetteville-ar.gov>; gharton@nwaonline.com; dustin@fayettevilleflyer.com; stacy@fayettevilleflyer.com; news@knwa.com; news@kfsm.com

Subject: Aquatic Recreation Center and "New" Ramay Project

CAUTION: This email originated from outside of the City of Fayetteville. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello, Mayor Rawn and Dr John!

(Cc: FPS Board, City of Fvl Admin/Staff/Boards/Commissions, Contractors, Fayetteville Flyer, KNWA, KFSM, NWADG, KUAF, KPSQ)

Thanks to responses I've received from Mike Wiederkehr and Scott Berna, I better understand why bond proposals are not the proper funding mechanisms for housing AND have an enlightened perspective regarding public input supporting the Aquatic Recreation Center.

On another topic, so much about the "New" Ramay Project

Considering the potential dramatic negative impact in the N College Urban Corridor from large-scale construction on an unstable hill slope, unforeseen drainage issues, inadequate routes for traffic, site SAFETY and ADA accessibility limitations, as well as COST OVERRUNS wasting tax dollars . . . the FPS District and City should give the PUBLIC the same opportunity to provide input as was the case for the Aquatic Recreation Center* (**see Scott Berna email excerpt below**).

ALL ASPECTS of the plan for the "New" Ramay Hill-Slope Site are WHOLLY INAPPROPRIATE.

So much about the "New" Ramay plan has been mis-handled, forced, and out of proper sequence that it has given ever more members of the general public (who are becoming aware of the plans . . . over 1100 on change.org and still counting) the sense that the FPS Board and the City decided to push re-zoning and the project approval through sometime in 2024.

Far better would be to use the Old Woodland site for building the "New" Ramay.

STUDENTS could lead a RE-GREENING INITIATIVE to design and plant a native botanical landscape on the Old Woodland property. This would give students life-long pride in CREATING A NEW GREEN OASIS OF NATIVE SPECIES AND SAVING THE HILLSIDE URBAN FOREST for use as a STEAM Outdoor Classroom/Gym/Lab.

Another better site could be acquired for a middle-school with a smaller foot-print requiring less acreage and NO FOOTBALL FIELD ON A TREE-DENUDED SLOPE.

Where there's a will there's a way for the FPS Board, the City, and local non-profit(s) to collaborate on saving the Ash/N College Urban Forest property (possibly putting it into a conservation easement).

Everybody WINS in this scenario.

Compiled Public Comment
RZN-2025-0048

IMHO & Cheers! Dot Neely/Fayetteville Resident-UAF M.S. Geology-Environmental Educator

*On Oct 10, 2025, at 6:12 PM, Berna, Scott <scott.berna@fayetteville-ar.gov> wrote:

“ In regards to the aquatic center, for **over a year, the City has taken the time to really listen to Fayetteville residents about what they want** in a new aquatic and recreation center.

Starting August 1, 2024, we launched an **extensive community engagement campaign**.

- Online and surveys, pop-up events, and public meetings were designed specifically to reach people where they already spend their time.
- Over a nine-month window, two online surveys* through Speak Up Fayetteville drew more than 6,500 views and 2,854 participants.
- City staff also hosted tables at First Thursday, Movie in the Park, and the Yvonne Richardson Community Center's Back-to-School Night, and met residents at Wilson Park Pool to hear from families and swimmers directly.
- Together with social media, email, and Parks and City newsletter outreach, those City-led efforts directly reached an estimated 75,000 residents.
- Local television and digital coverage, including stories from 4029 News and the Fayetteville Flyer, expanded widespread community awareness to drive participation.

Sent from my iPhone

On Oct 10, 2025, at 6:12 PM, Berna, Scott <scott.berna@fayetteville-ar.gov> wrote:

Dot,

Thank you for reaching out on this issue. We don't always agree but I do appreciate your input.

I do want to push back a little on one of your comments. The administration is working every day on the housing issue and just because we feel this bond issue is not the right vehicle to fund housing does NOT mean we are "TONE DEAF".

Multiple staff members work on this daily and the Mayor has hired a new Housing Officer to focus on this exact issue. I might add the Housing Officer spoke Tuesday night and publicly stated this bond with its water and sewer infrastructure requests does in fact improve our ability to build housing.

In my time on council we have approved well over a million dollars to agencies who help the underserved. Just in the last couple of months the Mayor and city council have approved \$450000.00 towards improving housing to the underserved. We have another item coming before us on the next council agenda that talks about housing as well as workforce training which I personally think is a critical component too improving someone's future.

In regards to the aquatic center, for over a year, the City has taken the time to really listen to Fayetteville residents about what they want in a new aquatic and recreation center. Starting August 1, 2024, we launched an extensive community engagement campaign. Online and surveys, pop-up events, and public meetings were designed specifically to reach people where they already spend their time.

Compiled Public Comment
RZN-2025-0048

Over a nine-month window, two online surveys* through Speak Up Fayetteville drew more than 6,500 views and 2,854 participants. City staff also hosted tables at First Thursday, Movie in the Park, and the Yvonne Richardson Community Center's Back-to-School Night, and met residents at Wilson Park Pool to hear from families and swimmers directly. Together with social media, email, and Parks and City newsletter outreach, those City-led efforts directly reached an estimated 75,000 residents. Local television and digital coverage, including stories from 4029 News and the Fayetteville Flyer, expanded widespread community awareness to drive participation.

What staff heard was clear and consistent: people want a year-round aquatic and recreation center that serves everyone — families, lap swimmers, seniors, and kids learning to swim. They asked for a space that brings indoor and outdoor features together, with places to play, exercise, and relax. In every type of feedback session, residents overwhelmingly said they support building a modern, multi-use facility that Fayetteville can be proud of for decades to come.

*3,000 views and 1,545 participants in the first round, and 3,600 views and 1,309 participants in the second.

Again thank you for reaching out and expressing your opinion. You clearly have a passion for Fayetteville and for that I applaud you.

Scott

From: D Neely <dgn.edensgreen@gmail.com>

Sent: Thursday, October 9, 2025 5:31 PM

To: Moore, Sarah <sarah.moore@fayetteville-ar.gov>; Stafford, Bob <bob.stafford@fayetteville-ar.gov>; Jones, D'Andre <dandre.jones@fayetteville-ar.gov>; Berna, Scott <scott.berna@fayetteville-ar.gov>; Bunch, Sarah <sarah.bunch@fayetteville-ar.gov>; Turk, Teresa <teresa.turk@fayetteville-ar.gov>; Jones, Monique <monique.jones@fayetteville-ar.gov>; Rawn, Molly <molly.rawn@fayetteville-ar.gov>

Cc: keith.macedo@fayetteville-ar.gov <keith.macedo@fayetteville-ar.gov>

Subject: Tues Oct 7 Bond Proposal

CAUTION: This email originated from outside of the City of Fayetteville. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Mayor Rawn and City Council Members (Cc: Keith Macedo):

The overall proposal is sound . . . However; it is REALLY TONE-DEAF to designating \$60 million for an Aquatic Recreation Center in Lewis Park before funding affordable housing, especially after all of the City Pronouncements in Support of Low-Middle Income Housing, Calls for Public Input, Special Housing Task Force Problem-Solving Efforts/etc . . .

Fayetteville needs homes for workers who contribute to community creativity and economic viability . . .

Endeavor to persevere and do the next right thing, y'all . . .

Yours, Citizen Dot

Sent from my iPhone

Compiled Public Comment

RZN-2025-0048

Sent from my iPad

From: Colley Bailey <colley.bailey@gmail.com>

Sent: Thursday, October 9, 2025 11:25 AM

To: Planning Shared <planning@fayetteville-ar.gov>

Subject: Support for RZN-2025-0048, Land for Ramay Junior High

CAUTION: This email originated from outside of the City of Fayetteville. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear City Planning Commission Members,

I am writing to express my support for the proposed rezoning of the hillside land in Fayetteville, AR, for the development of Ramay Junior High. This new school will provide valuable educational opportunities in a well thought out new facility for our students. It will allow them to thrive educationally amongst nature and give them an appreciation of green spaces.

Many of us believe that investing in our local schools is essential for the future of our children and community. I respectfully ask you to consider the importance of this project and to support the approval of the rezoning to make Ramay Junior High a reality.

Thank you for your time and consideration.

Sincerely,

--

Colley Bailey, Principal Broker,

LoneRock Realty

479-777-3379 (work cell)

479-856-9422 (personal cell)

<https://www.LoneRockHomeTeam.com/>

649 E Huntsville Rd, Fayetteville, AR 72701

From: amanda bailey <amanda.bailey32@gmail.com>

Sent: Wednesday, October 8, 2025 10:09 AM

To: Planning Shared <planning@fayetteville-ar.gov>

Subject: Support for RZN-2025-0048, Land for Ramay Junior High

CAUTION: This email originated from outside of the City of Fayetteville. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear City Planning Commission Members,

Compiled Public Comment
RZN-2025-0048

I am writing to express my support for the proposed rezoning of the hillside land in Fayetteville, AR, for the development of Ramay Junior High. This new school will provide valuable educational opportunities in a well thought out new facility for our students. It will allow them to thrive educationally amongst nature and give them an appreciation of green spaces.

After reading the breakdown of the 2040 City Plan, it seems like this school is aligned with Fayetteville's growth goals. The school has been so intentional, and thoughtful about ecological issues, with their design and accompanying studies for that design. I feel like this school won't be the eyesore that some others think it will be. I believe that it will blend beautifully with the surrounding trees and give the kids that attend there such an amazing place to attend Junior High.

Many of us believe that investing in our local schools is essential for the future of our children and community. I respectfully ask you to consider the importance of this project and to support the approval of the rezoning to make Ramay Junior High a reality.

Thank you for your time and consideration.

Sincerely,

Amanda Bailey

-----Original Message-----

From: Paige Goodman Wolven <paigelorrabeth@gmail.com>

Sent: Tuesday, September 30, 2025 6:30 PM

To: Planning Shared <planning@fayetteville-ar.gov>

Subject: Support of RZN - 2025-0048

CAUTION: This email originated from outside of the City of Fayetteville. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello,

I'm emailing to voice my support of the rezone of the land for the future Ramay build. The proposed school right in the center of town would be a great thing for our city.

Paige

From: D Neely <dgn.edensgreen@gmail.com>

Sent: Monday, September 29, 2025 1:03 PM

To: John Mulford <john.mulford@fayar.net>

Cc: tim.hudson@fayar.net; justin.eichmann@fayar.net; keaton.smith@fayar.net; ivone.hudson@fayar.net; tracey.pomeroy@fayar.net; katrina.osborne@fayar.net; nika.waitsman@fayar.net; alan.wilbourn@fayar.net; kfreeman@connect-advisors.com; emckinnon@nwaonline.com; Rawn, Molly <molly.rawn@fayetteville-

Compiled Public Comment
RZN-2025-0048

ar.gov>; Bunch, Sarah <sarah.bunch@fayetteville-ar.gov>; Berna, Scott <scott.berna@fayetteville-ar.gov>; Jones, D'Andre <dandre.jones@fayetteville-ar.gov>; Stafford, Bob <bob.stafford@fayetteville-ar.gov>; Moore, Sarah <sarah.moore@fayetteville-ar.gov>; Jones, Monique <monique.jones@fayetteville-ar.gov>; jeff.pummill@gmail.com; glpatterson01@gmail.com; staceybuff@gmail.com; grimsleygraham@gmail.com; darlinton.imhanzuaria@gmail.com; alexmauroner@gmail.com; spencer.vicki@gmail.com; mmbritain@gmail.com; Andrew Dominick <andrew.dominick@marshalltown.com>; Brink, Andrew <andrew.brink@fayetteville-ar.gov>; aholeyfield@impactpolicystrategies.com; Payne, Brad <brad.payne@fayetteville-ar.gov>; Gulley, Fred <fred.gulley@fayetteville-ar.gov>; Madden, Mary <mary.madden@fayetteville-ar.gov>; McGetrick, Mary <mary.mcgetrick@fayetteville-ar.gov>; Cabe, Matthew <matthew.cabe@fayetteville-ar.gov>; Werner, Nick <nick.werner@fayetteville-ar.gov>; Masters, Jessica <jmasters@fayetteville-ar.gov>; Long Range Planning <LongRangePlanning@fayetteville-ar.gov>; Carlo Bertani <carlo.bertani@maersk.com>; hannah.ashh <hannah.ashh@gmail.com>; jnparrish54 <jnparrish54@gmail.com>; joedona@gmail.com; shirleykatharine8 <shirleykatharine8@gmail.com>; tas <tas@biodesicstrategies.com>; foresterfox51 <foresterfox51@gmail.com>; gharrison@fayetteville-ar.gov
Subject: Ash-N College School Site Conservation Easement Collaboration

CAUTION: This email originated from outside of the City of Fayetteville. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello, Dr John! (Cc: FPS Board, City of Fvl Admin/Staff/Boards/Commissions)

Y'all will be in over your heads on the hillside site. Just trying to save the FPSD, City, and tax payers exorbitant expense and problems yet to be encountered.

Urban forests are irreplaceable . . . There are other better site options for school construction.

I have a respected 501(c)(3)non-profit ready to collaborate and combine resources with FPSD and the City on a Conservation Easement for the Ash/N College junior high site.

Do the right thing . . . Preserve Fayetteville's Enduring Green Network . . .

Cheers! Dot

Sent from my iPhone

On Sep 29, 2025, at 10:06 AM, John Mulford <john.mulford@fayar.net> wrote:

Thank you, Dot.

Both emails have been received. As I watch these videos I things of two things:

1. I am excited about how we can improve this type of runoff that currently exists for our neighbors to the west of us due to the condition of the site and lack of runoff mitigation strategies on the site. Our design team has given great care in coming up with a plan that will keep more water onsite and lead to slower runoff during heavy remains.
2. For this family on Walnut, with their home being further south than where our property is located, I don't know that they will benefit from our site improvements. But, I am hopeful that they will.

Compiled Public Comment
RZN-2025-0048

Storm water runoff continues to be a top focus for our design team and we remain committed to improving the situation over what currently exists.

John Mulford, Ed.D.

Superintendent

Fayetteville Public Schools

479-444-3000

john.mulford@fayar.net

"Don't let what you cannot do interfere with what you can do." - John Wooden

On Fri, Sep 26, 2025 at 4:53 PM D Neely <dgn.edensgreen@gmail.com> wrote:

Greetings Dr. John! (Cc: FPS Board Members, Alan Wilbourn, Kelly Freeman, Edward McKinnon)

A new friend on the Walnut segment of the Sycamore-Walnut-Ash hill sent two videos of the Tuesday 9/23/2025 storm runoff from the slope behind her recently purchased home.

Video #2 is attached with this email.

Video #1 was sent previously in a separate email due to file size.

As you are now aware, the New Ramay hillside site is a "Pandora's Box" of problems which development will unleash at great expense to the FPSD, City, business owners on adjacent downslope properties, and resident tax payers.

Building Ramay anew on the current Woodland property and securing a smaller parcel on level-to-gently sloping ground is a better, more affordable way forward.

The best scenario for the 20+ hillside acres is for the FPS Board to partner with the City and a respected local non-profit (TBA) to place the site into a Conservation Easement, in keeping with the City's 2040 Master Plan, Hillside and Tree Preservation Ordinances, and the Climate Action Plan.

Placed in a Conservation Easement, the site would effectually preserve and extend the City's Enduring Green Network north of the Brooks-Hummel Preserve. The wooded slope will provide an essential green-buffer between planned intensive infill development along the N College Urban Corridor and neighborhoods to the east.

I can get with each of you individually at your convenience to talk more about issues with the proposed hillside site and partnering to place it in a Conservation Easement, if you like.

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Cheers! Dot

P.S. Please check through your FPS Email Inbox for my email of 7/26/2025 with attached information re: the New Ramay Site.

From: Amylou Wilson <hattiemcneil@hotmail.com>

Sent: Sunday, September 28, 2025 7:48 PM

To: Payne, Brad <brad.payne@fayetteville-ar.gov>; Gulley, Fred <fred.gulley@fayetteville-ar.gov>; JGarlock@fayetteville-ar.gov; Madden, Mary <mary.madden@fayetteville-ar.gov>; McGetrick, Mary <mary.mcgetrick@fayetteville-ar.gov>; Cabe, Matthew <matthew.cabe@fayetteville-ar.gov>; Castin, Nick <nick.castin@fayetteville-ar.gov>; Werner, Nick <nick.werner@fayetteville-ar.gov>; Masters, Jessica <jmasters@fayetteville-ar.gov>; Wonsower, Donna <dwonsower@fayetteville-ar.gov>; Hyke, Bliss <ehyke@fayetteville-ar.gov>; gharrison@fayetteville-ar.gov; Hopkins, Mirinda <mhopkins@fayetteville-ar.gov>; Tamijani, Zak <ztamijani@fayetteville-ar.gov>; Frank, Wes <wfrank@fayetteville-ar.gov>; Bostick, Britin <bbostick@fayetteville-ar.gov>; Olson, Leif <lolson@fayetteville-ar.gov>

Subject: Against Rezoning/New Ramey School

CAUTION: This email originated from outside of the City of Fayetteville. Do not click links or open attachments unless you recognize the sender and know the content is safe.

I am against the rezoning of land the school board has purchased for the new Ramey Junior High. We can do better than this! I've worked in the water sector and this is a disaster in the making. Mr. Bayyari is correct in his assessment as a developer in the letter to the editor printed in the newspaper recently. Please do not allow this to happen.

Amy (Amylou) Wilson

1833 E. Applebury Drive

Fayetteville, AR

hattiemcneil@hotmail.com

From: Masters, Jessica

Sent: Friday, September 26, 2025 4:49 PM

To: 'Lana Harris' <lanalharris08@gmail.com>

Subject: RE: Question regarding proposed Ramay Jr. High site

Lana,

Thank you for your questions; it's what we're here for, so I don't mind answering them.

Yes, the school district recently submitted their request to rezone the property in question, and I've attached their documents for your consideration. The rezoning item will be heard by Planning Commission on October 27 at a meeting which will begin at 5:30 PM. The variance that was approved recently was for a separate matter, and does not take the property's zoning into account. Geotechnical borings are a typical, due diligence process that is often done on a property where no clearing is involved, so no permits are involved or necessary from the City. In that particular matter, a grading permit was required because of the amount of

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clearing the developer required given the level of geotechnical work they were planning on doing. However, in order for them to obtain that permit, code requires that typically a large-scale development has already been approved. Since a large-scale development has NOT yet been approved, (nor, as you've mentioned, has the property been rezoned yet), the developer sought a variance to that standard so that they could begin that site analysis work.

You are correct that the developer has not yet obtained a grading permit in relation to that variance, but it is my understanding they are still working through that process. So, the test results won't necessarily be a part of the rezoning, but it sounds like many Commissioners will be interested to hear if that information will be ready yet. The applicant has not provided it, nor is it a typical requirement of any rezoning item, though I would anticipate that the question will arise, and perhaps the developer will have more information at the time of the rezoning hearing.

Let me know if I can be of further assistance.

Jessie

Jessie Masters, AICP

Planning Director

Development Services

City of Fayetteville, Arkansas

(479) 575-8239

www.fayetteville-ar.gov

[Website](#) | [Facebook](#) | [Twitter](#) | [Instagram](#) | [YouTube](#)



From: Lana Harris <lanalharris08@gmail.com>

Sent: Friday, September 26, 2025 12:11 PM

To: Masters, Jessica <jmasters@fayetteville-ar.gov>

Subject: Question regarding proposed Ramay Jr. High site

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Good afternoon, Jessie,

I hope you're doing well. I hate to bug you with questions, but I'm struggling to fully understand all of the moving parts and pieces to the Ramay Jr. High site rezoning process.

I believe the school district has submitted their application for rezoning for the 19.7 acre parcel, as well as the 7-acre parcel to the south, which they have under contract.

Can you help me understand how the variance approval impacts the rezoning decision?

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I thought the variance approval for boring was so the school district could conduct their geotechnical tests to determine if the site is suitable for a school. Since they haven't even applied for their grading permit yet, I would assume that means they haven't completed any of their testing.

Wouldn't those test results be necessary prior to the planning commission voting on rezoning? I was under the impression, based on conversation by commissioners at the meeting where they approved the variance, that the rezoning wouldn't be considered until the boring results were presented. Many of the commissioners discussed how the results of the boring tests would impact their decisions on rezoning, which is why I'm a bit confused.

I'd appreciate any insight or clarification you could give me around this. If it would be easier to explain via phone call or an in-person meeting, I'm more than happy to do either. Thank you so much for your help. I hope you have a great weekend.

Sincerely,

Lana Harris

479-445-8002

lanaharris08@gmail.com

From: John Mulford <john.mulford@fayar.net>

Sent: Monday, August 18, 2025 3:49 PM

To: Andrea Fournet <andreafournet@gmail.com>

Cc: Masters, Jessica <jmasters@fayetteville-ar.gov>; jeff.pummill@gmail.com; glpatterson01@gmail.com; Andrew Dominick <andrew.dominick@marshalltown.com>; mmbritain@gmail.com; alexmauroner@gmail.com; grimsleygraham@gmail.com; staceybuff@gmail.com; tomdeere13@yahoo.com; tod.yeslow@yeslow-law.com; spencer.vicki@gmail.com; Brink, Andrew <andrew.brink@fayetteville-ar.gov>; bpayne51@gmail.com; Fredgulley1@gmail.com; wesinfay@gmail.com; mmadden86@hotmail.com; Mjmcgetr@gmail.com; cabe.arch@gmail.com; ncastin@gmail.com; werner.nickc@gmail.com

Subject: Re: Urgent: Parking & Traffic at current Woodland Campus and possible new Ramay Campus

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Hello, Andrea.

I will do my best to provide answers to the questions you have presented. Please keep in mind that many of the things asked will be navigated during the Design Development phase of the project. Up to this point, Schematic design is the only thing that has occurred as we investigate how a building will best fit on the site while minimizing the footprint and saving as many significant trees as possible. The Schematic design is on hold until we know whether or not the rezoning will move forward and whether or not the additional 7 acres to the south will be available to be used for placement of school facilities.

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Thar said, I think we need to distinguish a key difference between the current Woodland site and the proposed Ramay site. When Woodland was built roughly 70 years ago, the district was much smaller and the site was on the west edge, if not outside of town. There were no houses or businesses around it. And as is typical, after the school was constructed, other developments popped up around it. Additions were made to this site as the district grew, leaving limited room for parking. Currently, Woodland Junior high has roughly 170 designated parking spaces. Outside of these parking spaces, the small driveways are often used for additional parking along the curbs during things like open house and ball games. While these drives do provide some additional parking, it is limited because the drives are relatively small and were not designed to serve in that way at the time the building was built. It is also important to note that Woodland currently serves about 800 students, as does the current Ramay.

With a new feeder pattern set to take effect August 2027, a third junior high will be added, which will be done by converting John L Colbert Middle school to a junior high, and the current Woodland building will become a middle school. By doing so, and using current enrollment data and projections, the middle school to be housed there and Ramay Junior High would each have about 600 students.

Given all that background, one of the things we have at the top of our design focus is the need for sufficient parking onsite for the new Ramay. Unlike the current Woodland, there isn't a parking lot at a neighboring church that is easily accessible, nor are their bordering streets immediately adjacent to the school that people can park along. When you consider the neighborhoods that are close by, they still aren't immediately adjacent like the current Woodland, which I believe will greatly reduce the amount of people who will try to park in neighborhoods like Summit Place and walk.

With all that said, below (in purple) are the response we have at this time:

Follow-Up Questions

1. Capacity – How many parking spaces will the possible new Ramay campus include? - As you know, the City of Fayetteville has parking maximums. It is my understanding from our design team that our maximum number of actual designated parking spaces allowed is around 200. That said, the ability to park at least 350 cars onsite is the target we are currently working toward. To accomplish this, we are designing the road around the school to be wide enough to allow for parallel parking during evening and special events. Using our current schematic design, we estimate roughly another 130-140 cars can park on the side of the drive. All that said, it is still early in the design process and design aspects must go through city planning. Additionally, our approach to parking is to avoid a large parking lot, so we haven't yet hit the target of 200 actual parking spaces, but we are getting there. Based on the current Schematic Design, we feel confident we will be able to accommodate 300 cars between the actual spots and the drive, but will continue to work toward 350. With an anticipated 600 student enrollment, we believe this will be sufficient parking.
2. Event Load – How many attendees are projected for an open house? - Open house is a hard thing to predict, but would easily be the event during which the most vehicles would be present. What makes it unique is ALL staff are present, plus families on top of that. Unlike an athletic event, during which minimal staff are present. And even for those who do attend, not all are there at the same time. For the junior high level, we estimate between 50-65% of students/families attend. Then within that number, we have families with multiple kids at the building and parents coming at different times. So looking ahead, with an enrollment of 600 students, we would anticipate 300-400 students/families might attend. If needed, we can stagger open house, which some of our buildings that have limited

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parking already do. Additionally, if needed, we could have staff park at the current woodland site on open house night and shuttle them back and forth.

3. Infrastructure Plan – Will additional parking be built to meet that need? - I think this question is answered above.
4. Traffic Flow – How will gridlock on the hillside and in adjacent neighborhoods be prevented? - We have to keep in mind that 800 students are already flowing to the current Woodland campus, many of which come from the east and/or south. Once that building becomes a middle school and the new Ramay opens, there will be 1200 students between the two of them, a net increase of 400 students. Several of these additional students will be the same families who have multiple kids in grades 5-8, so their car would be going that way already to drop off their middle school child. Assuming the district does not purchase the additional 7 acres to the south, we expect there to be little noticeable difference between the amount of school-related cars traveling those roads then vs. now. The key difference will be traffic between the two campuses. And, with an intersection being added, that should allow for ease of flow between the two sites. As a reminder, that intersection was already in the city plans prior to the district purchasing the land. As for the new Ramay site, the driveway that circles the building should be more than sufficient to keep cars off of College during parent drop-off and pick-up. Now, if the district purchases the additional 7 acres, an additional traffic study will be conducted to see how that Ash Street access could/should be best used. Of course, the city will have a big part in determining that as well.
5. Alternate Transport – If buses/shuttles are planned, how will they be scheduled and incentivized? - This location allows for potential partnerships with the city around public transportation due to its location to existing routes. We would have to collaborate with the city about how we might collaborate to provide more options for families beyond district run bus routes. We already have about 45-50% of students who ride our own buses, which is strong participation. The development of this site would also allow the trail to connect from Poplar to Ash. Now, I know it would be uphill coming from the west, but it would provide a safe crossing at College that would at least provide the opportunity for more students to walk or cycle to school. I also feel it provides a walkable/bikeable opportunity for students who live to the east that really isn't available now.
6. Timeline – When will the community be informed of the finalized traffic and parking plan? - As referenced above, many of those details will be finalized as part of the Design Development phase. We will not ask the Design Team to start on that phase unless the property is rezoned. However, the Schematic Design will give us a pretty firm idea of how traffic and parking will flow. One key piece outstanding is that additional 7 acres. We are hoping to know one way or the other on that property very soon. Our Design Team will be presenting an update at the August 28th board meeting.

John Mulford, Ed.D.

Superintendent

Fayetteville Public Schools

479-444-3000

john.mulford@fayar.net

"Don't let what you cannot do interfere with what you can do." - John Wooden

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On Mon, Aug 18, 2025 at 7:57 AM Andrea Fournet <andreafournet@gmail.com> wrote:

Dear Dr. Mulford,

The Woodland Junior High open house on August 14, 2025, created severe traffic congestion and a dangerous parking shortage. Cars overflowed into neighborhoods, businesses and onto lawns. It was unsafe. Woodland admin and staff were clearly unprepared for the number of families attending. Many people parked in the huge parking lot owned by the church on Green Acres Rd and walked on level flat sidewalks to get to the Woodland campus.

I am very concerned the same—or worse—will occur at the new Ramay campus on the hillside. With limited on-site parking, open houses could easily draw over 500 cars, leading to bottlenecks on the hill and spillover into nearby neighborhoods. Parents will not rely on buses or bikes, and many will find alternative routes—parking up and down the streets in the Summit Place neighborhood to the north, walking through woods, and creating hazards. They sure won't park at the bottom of the hillside and walk up the switch back!

What is the district's concrete plan to prevent this? Will a parking lot be built to handle open house attendance, or will we see a repeat of Woodland? This is not a minor inconvenience—it is a safety issue for students, families, and the community. Advance planning is essential.

Follow-Up Questions

1. Capacity – How many parking spaces will the possible new Ramay campus include?
2. Event Load – How many attendees are projected for an open house?
3. Infrastructure Plan – Will additional parking be built to meet that need?
4. Traffic Flow – How will gridlock on the hillside and in adjacent neighborhoods be prevented?
5. Alternate Transport – If buses/shuttles are planned, how will they be scheduled and incentivized?
6. Timeline – When will the community be informed of the finalized traffic and parking plan?

I look forward to your detailed response.

Sincerely,
Andrea Fournet



ANDREA FOURNET, C-IAYT
CEO/Founder

📞 479-521-9642

✉ yogalady@aryoga.com

📍 1949 N Green Acres Rd,
Fayetteville, AR 72703

🌐 www.aryoga.com

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All we have is emails.

Brink, Andrew andrew.brink@fayetteville-ar.gov

McGetrick, Mary mary.mcgetrick@fayetteville-ar.gov

Madden, Mary mary.madden@fayetteville-ar.gov

Payne, Brad brad.payne@fayetteville-ar.gov

Gulley, Fred Fred.Gulley@fayetteville-ar.gov

Werner, Nick nick.werner@fayetteville-ar.gov

Castin, Nick Nick.Castin@fayetteville-ar.gov

Cabe, Matthew Matthew.Cabe@fayetteville-ar.gov

Ashlyn Holeyfield ashlyn.holeyfield@fayetteville-ar.gov

Thank you

Mirinda Hopkins

Development Coordinator

Planning Division

City of Fayetteville

479-575-8267



From: Nancy Harris <nanghar@gmail.com>

Sent: Tuesday, October 7, 2025 4:08 PM

To: Planning Shared <planning@fayetteville-ar.gov>

Subject: can you give me the individual contact info for planning commission members

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this is in regard to the project to build a new Ramay on the hill.

Thanks, Nancy Harris

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Fyi and apologies that I just realized you were not included. The attachment more than the email appears to be the substance of the public comment.

Jonathan Curth, AICP

Development Services Director

Development Services Department

City of Fayetteville, Arkansas

jcurth@fayetteville-ar.gov

479.575.8308

Website | Facebook | Twitter | Youtube

-----Original Message-----

From: Mayor <Mayor@fayetteville-ar.gov>

Sent: Monday, September 22, 2025 1:10 PM

To: Curth, Jonathan <jcurth@fayetteville-ar.gov>; Rutherford, Blake <blrutherford@fayetteville-ar.gov>;
Ziegler, Gracie <gziegler@fayetteville-ar.gov>; Macedo, Keith <kmacedo@fayetteville-ar.gov>

Subject: FW: Letter RE Selected Site for Ramay Junior High

This was sent to me, council, planning commissioners, and Peter's team. I am simply making you aware.

I had not yet heard school security/student safety used as an argument against this site so that was a new one.

Mayor Molly Rawn

City of Fayetteville, Arkansas

Mayor@fayetteville-ar.gov

(479) 575-8330

-----Original Message-----

From: Dawn Fisher <dawn_fisher@fastmail.fm>

Sent: Sunday, September 21, 2025 5:28 PM

To: Brink, Andrew <andrew.brink@fayetteville-ar.gov>; Payne, Brad <brad.payne@fayetteville-ar.gov>; Gulley, Fred <fred.gulley@fayetteville-ar.gov>; Madden, Mary <mary.madden@fayetteville-ar.gov>; McGetrick, Mary

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<mary.mcgetrick@fayetteville-ar.gov>; Cabe, Matthew <matthew.cabe@fayetteville-ar.gov>; Castin, Nick <nick.castin@fayetteville-ar.gov>; Werner, Nick <nick.werner@fayetteville-ar.gov>; Berna, Scott <scott.berna@fayetteville-ar.gov>; Bunch, Sarah <sarah.bunch@fayetteville-ar.gov>; Mayor <Mayor@fayetteville-ar.gov>; Turk, Teresa <teresa.turk@fayetteville-ar.gov>; Jones, Monique <monique.jones@fayetteville-ar.gov>; Jones, D'Andre <dandre.jones@fayetteville-ar.gov>; Wiederkehr, Mike <mike.wiederkehr@fayetteville-ar.gov>; Moore, Sarah <sarah.moore@fayetteville-ar.gov>; robert.stafford@fayetteville-ar.gov

Cc: Nierengarten, Peter <pnierengarten@fayetteville-ar.gov>; Olson, Leif <lolson@fayetteville-ar.gov>

Subject: Letter RE Selected Site for Ramay Junior High

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Good evening,

I submit to members of the Planning Committee and to the Mayor and City Council Members, with a cc. to two Planning Committee staff members, regarding the proposed site for the Ramay Junior High School. Parts of this have been communicated to the Environmental Action Committee, and parts to the Fayetteville Public Schools Superintendent and Board members. (Three minutes doesn't seem to cover much when I'm before an august board for the first time in my life, and public speaking is not my strength.) However, I hope you will consider with some weight what I have given much of my thought to since I heard about FSB plans to build on this site and all the implications that followed as a result of my conversations and queries.

Since then, though my background in education gives me to understand the motivations of the school board, I really must express my concerns about this proposal and what I feel to be very real and LIKELY negative outcomes, should the school be built on the site as proposed.

I am not certain I have all e-mail addresses correct, but if any return as "undeliverable," I will try to deliver by alternate means (via hard copy directly to City Hall). Thank you in advance for your time and consideration.

With regards,

Dawn Fisher, 848 E. Peel St.

Fayetteville, AR 72703

--

Dawn Fisher

dawn_fisher@fastmail.fm

From: **Dawn Fisher**, 848 E. Peel St., Fayetteville, 72703

To: **Mayor Molly Rawn**

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City Council Members: Robert Stafford, D'Andre Jones, Sarah Moore, Mike Wiederkehr, Scott Berna, Sarah Bunch, Teresa Turk, Monique Jones

City Planning Committee Members: Andrew Brink, Brad Payne, Fred Gulley, Mary Madden, Mary McGetrick, Matthew Cabe, Nick Castin, Nick Werner,

CC: Peter Nierengarten
Leif Olson

September 21, 2025

I have already communicated by letter (7.17.25) to the members of the Environmental Action Committee and to the Superintendent and members of the Fayetteville Public Schools in person (8.29.25) regarding FPS plans to build a junior high school on the hill between Township and Ash, to the east of College.

I write to you not as an expert, but as an observer, a reader, an inquisitive person who has an interest in promoting what is good for the community (children, residents, and taxpayers) of the city of Fayetteville and the FP School District, and admittedly taking the position that what is good for preserving the natural environment is good for humans who share the space, the air, the resources.

This is not the best site for a school, ***nor is a school the best use of this site.*** This steep wooded hillside is NOT CURRENTLY ZONED for a school facility. It is also in the City's Hillside/Hilltop Overlay District, which protects fragile natural areas from development. Dr. Mulford has admitted that the location is ideal; the site is not. Wes Burgess, Crafton Tull representative, said he could "make it happen," that the facility CAN be built FOR A PREMIUM: Development costs are estimated to be three times that of building on flat land.

Also, Dr. Mulford initially estimated that the design could preserve up to 50% of the trees/coverage (but that 50% coverage assumed successful purchase of an additional parcel to the south); after further design work, Burgess assured the board that with creative design, "We will have to retain a minimum of 25% of that wooded area...we want to preserve as much wooded area as possible... ***so I think we'll be able to do that.***" *I have heard since that time more qualifying comments regarding that aspiration.*

This "Big Beautiful Building" in the woods is a conceptual idea, of opportunities, collaboration, a spectacular space...presented in renderings, projections, and promises. The renderings are actually very seductive. I wish it could be so. But wishing does not make it so.

The question has been asked, "**Can we build it?**" Probably.

The appropriate question here is: "**SHOULD we build it?**"

Should we build the thing if what we value most ***about that thing*** cannot be manifest?

...If we harm what we say we value? And if it comes at great cost AND great risk?

*(This brings to my mind the lesson in **The Gift of the Magi.**)*

What example of nature appreciation are we ***to our children*** when we cut down the trees and impose a 4-story structure and lines of traffic for access and egress to hundreds every day? It is counter-intuitive to talk about using multiple strategies to ***mitigate the damage*** done to the hillside and to prevent downhill flooding and erosion caused by this imposition...and when the base of the only in-and-out access for the public, and the traffic light/crosswalk...is in a floodway? (Not a flood zone, but a **FLOODWAY.**)

Wes Burgess, Crafton Tull representative plainly laid it out: It will cost a PREMIUM. He estimated that development will cost an estimated THREE TIMES that of developing flat land before the school is even built. Some experienced local builders and objective geologists with specialties in the soils and hydrogeology/geohydrology of the area suspect that this may be only a PORTION of the additional cost...(to the taxpayers, mind you).

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Governmental entities have the power of the purse and tools of law to pursue public goals for the public good. As we have seen, our political culture has pressed into service laws to expedite specific goals not necessarily “of, by, and for the people,” and even challenged some of those boundaries which are set into place to protect the public from the urgent impulses of those who might not have the same long-term view that their predecessors did when establishing safeguards.

So it is to be expected that these cultural changes translate into the public being in general more skittish and skeptical, and for it to scrutinize decisions that elected officials make. Though inconvenient, or a seeming nuisance, this can be a **good thing** in the decision-making process.

I would also gather that City and FPS council/boards and staff have close working relationships and history of cooperation and collaboration. I do hope that does not translate (in this case) into one overlooking violations or making accommodations that they wouldn't for other requests of equal merit. That, in truth, might translate into double-charging tax-payers for both additional cost of the school plus the ultimate cost of additional street and infrastructure improvements necessary to accommodate the building and maintenance of, and access to the school.

OTHER IMPORTANT FACTORS FOR YOUR CONSIDERATION:

Assaults on school children are becoming all too common. They happen not just INSIDE, but AROUND the school and grounds. We value our children and our neighborhoods. Safety is paramount. “One way in, one way out. Surrounded by woods.” Ask any school safety specialist if this is a good combination. Years ago, when the Dalai Lama visited, an initial plan included lodging our honored guests in a peaceful inn in the woods very near the University of Arkansas campus. When the Special Agents of Diplomatic Security Service (DSS) of the State Department did their site visit to inspect arrangements, they nixed this plan immediately: **One way in, one way out, woods all around. An invitation to disaster.**

I am not saying that there will be stalkers in the woods targeting our children/students. But Superintendent Mulford is promoting this site as walkable and bike-able. **Is it? And is it safe?** Last month's UA assault and RazALERT was a hoax. But will the next assault be? With predictable accuracy, one knows when our children will be on established paths surrounded by woods. Can the school board provide that surround which is promoted as an asset for science exploration and appreciation of nature, and still provide the safe, accessible environment for those whose safety and well-being we so value? OR, after construction is complete, will it even still be the forest surround and habitat envisioned and marketed?

MANY other issues remain unresolved as the School Board goes ahead with its plans:

In this particular case, and with the selected parcels, the goals of infill and incorporating greenways in the city seem to be incompatible. Previous-mentioned concerns don't BEGIN to address the logistical challenges of evacuation in the event of severe weather or other emergency.

Nor does it address the hazardous alternate route sometimes suggested through the Ash/Walnut/Sycamore route/corridor. It would be an engineer's or bus-driver's nightmare, let alone a parent's on a slippery day...Dr. Mulford responded to the “what if” question that school would be called off on inclement weather days. But this hill is a different situation. The option I imagine the City resorting to is designate one of the now-quiet residential streets to serve as a collector and take a straight shot to the top of the hill from Old Wire. Has this been discussed as a back-up plan? The neighbors want to know in advance, not after-the-fact.

When asked about how the traffic lights on College will affect traffic at the Poplar intersection, Dr. Mulford simply replied something to the effect that “sometimes during the day better, sometimes not.”

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Many businesses along College below this site already suffer from the down-slope water and residuals after a rain event. In addition, several businesses are “adult” in nature. There are no prohibitions against their existence since they precede the building of the school, but if the school is built, it will affect their ability to sell their location to other similar businesses.

Certainly, infill where it makes sense. It doesn’t make sense on this slope, with its *geohydrology* and the constraints of our **already imposed development**. Take a lesson from the cities around Seattle, Washington where builders in their hubris built on steep hillsides, only to see their structures buried by the super-saturated hillsides behind them; or losing deep footings as eroding land around them gave way.

Just as there is a human community, there is a forest community. When there is loss, the *whole* experiences that loss; we experience loss, whether it is of the forest itself, or of what it offers us: clean air, a climate buffer, a natural habitat for those who were here before us and who now struggle to survive because of our human-centric priorities. There is an intelligence in nature. We dominate and manipulate at our own peril. The trees, in THEIR Natural State, help make our burgeoning community not just livable, but outstanding.

I am not blind to the stated needs of FPS to establish and ensure completion of their in-progress “feeder pattern” of student cohorts, and to make it a fait-accompli. They have searched for options, found one they are invested in (with our tax dollars): land, development and architecture/design fees, contracts... This site seems to be the lynchpin, the hill not to be given up.

The truth is, school enrollments are NOT increasing (even though the City’s population is). Changing demographics, private schools and home-schooling are taking some of the pressure off; there’s no rush. I urge the City Planning Department, which I understand is short on engineers, to take ITS time to consider carefully the request from FPS to change the zoning and for the Planning Department and City Council to encourage them to seek other options.

I know that the EAC has offered to help with FSB efforts to consider other options, and there may be potential stakeholders interested in participating in a plan that could enable the school board to recoup some of their investment, should they reconsider other options.

I apologize for the length of this. It comes with my hope for a positive resolution, whatever that may be.

Respectfully yours,

Dawn Fisher

From: Andrea Fournet <andreafournet@gmail.com>

Sent: Tuesday, April 29, 2025 7:35 AM

To: Carlo Bertani <carlo.bertani@maersk.com>; Nathan Walker <nathan-walker@outlook.com>; Bethany Douglas <bedouglas17@gmail.com>; James Parrish <jnparrish54@gmail.com>; foresterfox51@gmail.com <foresterfox51@gmail.com>; Scott, John <jscott@fayetteville-ar.gov>; Kate Shirley <shirleykatharine8@gmail.com>; Thomason, Willa <wthomason@fayetteville-ar.gov>; Tas Zinck <tas@biodesicstrategies.com> <tas@biodesicstrategies.com>; Hannah Ash <hannah.ashh@gmail.com>

Subject: Future Ramay Junior High school location

CAUTION: This email originated from outside of the City of Fayetteville. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Compiled Public Comment
RZN-2025-0048

Dear Members of the Fayetteville Urban Forestry Advisory Board,

I am writing to urgently bring to your attention a deeply troubling situation.

The Fayetteville School District is advancing plans to construct a new junior high school and football field atop one of our city's last undeveloped hillsides — an approximately 18-acre old-growth hardwood forest just east of College Avenue. Disturbingly, the district has moved forward without first seeking the city's required zoning approvals, without adequately addressing hillside and drainage protections, and without meaningful solutions to critical traffic concerns, given there is currently only one point of public access, (emergency exit doesn't count).

Public funds have already been spent to purchase the land and commission architectural plans, even though this project would permanently destroy an irreplaceable urban forest. This forest has quietly served our community for generations — stabilizing the hillside, protecting our watershed, cooling and purifying the air, sheltering wildlife, and providing immeasurable beauty to Fayetteville.

At a time when our community and nation are investing heavily in climate resilience, it is unthinkable to pursue a project that echoes the destructive development practices of the past. It is 2025. We have better knowledge and better tools. We must uphold higher standards.

Fayetteville is nationally recognized for environmental stewardship and smart, sustainable growth. Allowing this project to proceed without full public transparency, compliance with city ordinances, and an exhaustive exploration of alternatives would represent a significant failure of governance and vision.

This hillside is not simply a hardwood forest; it is a vital natural asset. Its loss would be irreversible, leaving a permanent scar on our landscape and, I believe, casting a lasting shadow on the legacy of current city leadership.

I respectfully urge you to intervene, enforce all applicable regulations, and explore every possible avenue to protect this forested hillside. Our responsibility is not just to today's residents, but to future generations.

Thank you for your attention and service to our community. Let's help keep Fayetteville Shay by preserving our long existing hardwood forests, like this one, in tack.

Sincerely,
Andrea Fournet
Fayetteville Resident and Business Owner

Andrea Fournet, C-IAYT

CEO/Founder-AYC

Arkansas Yoga and Therapy Center

Good morning, Andrea,

Compiled Public Comment
RZN-2025-0048

I appreciate you reaching out to express your concerns about this project, and I will do my best to address them. However, I would recommend that you reach out to the Planning Commission and City Council representatives as they will ultimately be the ones to vote on this development.

- **Disturbingly, the district has moved forward without first seeking the city's required zoning approvals, without adequately addressing hillside and drainage protections, and without meaningful solutions to critical traffic concerns, given there is currently only one point of public access, (emergency exit doesn't count).**

As of now, this project has not been submitted to the City for formal review. When the applicant submits plans for this project, it will be processed as a large-scale development and will be reviewed by planning, urban forestry, engineering, building safety, fire, and any other applicable departments to ensure the plans adhere to our City's municipal code. This review will include assessment of the plans adherence to zoning regulations, hillside and drainage protections, traffic considerations, and appropriate locations of ingress/egress.

- **Fayetteville is nationally recognized for environmental stewardship and smart, sustainable growth. Allowing this project to proceed without full public transparency, compliance with city ordinances, and an exhaustive exploration of alternatives would represent a significant failure of governance and vision.**

Because this project will be processed as a large-scale development, review comments and staff determinations will be heard at Tech Plat, a public meeting with the applicant, and at Planning Commission, a public hearing. This process ensures public transparency throughout the development of the project. If staff determine that any aspect of the plans do not comply with City ordinances, the project will be tabled until changes are made to bring the plans into compliance.

- **This hillside is not simply a hardwood forest; it is a vital natural asset. Its loss would be irreversible, leaving a permanent scar on our landscape and, I believe, casting a lasting shadow on the legacy of current city leadership.**

This parcel is zoned RSF-4 which, per §167.04(C) Table 1, requires 25% minimum canopy preservation. Because the parcel is in the Hillside/Hilltop Overlay District (HHOD), the percent minimum canopy requirement must be increased by 5% to a total requirement of 30%. This is the maximum percent minimum canopy requirement outlined in UDC §167. Additionally, land located within the HHOD is subject to additional grading and erosion control requirements administered by engineering.

- **I respectfully urge you to intervene, enforce all applicable regulations, and explore every possible avenue to protect this forested hillside.**

While the Urban Forestry Advisory Board may issue opinions on development projects, the administration of Code is the responsibility of staff, and final decisions are made by Planning commissioners and City Council members. Again, I recommend that you voice your concerns to the Planning Commission, City Council, and the Mayor, as well as UFAB and staff.

Please let me know if you have any questions or want to discuss this further.

Thanks!

Willa

Compiled Public Comment
RZN-2025-0048

Willa Thomason, M.S.

Urban Forester

Development Services

City of Fayetteville, Arkansas

(479) 444-3486

[Website](#) | [Facebook](#) | [Twitter](#) | [Instagram](#) | [YouTube](#)



From: Andrea Fournet <andreafournet@gmail.com>

Sent: Monday, October 27, 2025 3:36 PM

To: Masters, Jessica <jmasters@fayetteville-ar.gov>

Subject: Re: Photos for my 3 minute talk at Planning Commission 10/27/25

CAUTION: This email originated from outside of the City of Fayetteville. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Thank you so much!

Just as long they all get shown

Andrea Fournet, C-IAYT

CEO/Founder - AYC

Arkansas Yoga and Therapy Center, Inc.

On Mon, Oct 27, 2025 at 3:30 PM Masters, Jessica <jmasters@fayetteville-ar.gov> wrote:

Andrea,

I will have them shown, but I cannot guarantee that they will be timed up as you specified below. Thank you!

Jessie Masters, AICP

Planning Director

Development Services

City of Fayetteville, Arkansas

(479) 575-8239

www.fayetteville-ar.gov

Compiled Public Comment
RZN-2025-0048

[Website](#) | [Facebook](#) | [Twitter](#) | [Instagram](#) | [YouTube](#)



From: Andrea Fournet <andreaournet@gmail.com>
Sent: Monday, October 27, 2025 2:36 PM
To: Masters, Jessica <jmasters@fayetteville-ar.gov>
Subject: Re: Photos for my 3 minute talk at Planning Commission 10/27/25

CAUTION: This email originated from outside of the City of Fayetteville. Do not click links or open attachments unless you recognize the sender and know the content is safe.

So how will they get shown?

Andrea Fournet, C-IAYT
CEO/Founder - AYC
Arkansas Yoga and Therapy Center, Inc.

On Mon, Oct 27, 2025 at 2:33 PM Masters, Jessica <jmasters@fayetteville-ar.gov> wrote:

Andrea,

I will have the photos available; I just don't have the opportunity to create a timed slideshow today.

Thank you,

Jessie

Jessie Masters, AICP

Planning Director

Development Services

City of Fayetteville, Arkansas

(479) 575-8239

www.fayetteville-ar.gov

[Website](#) | [Facebook](#) | [Twitter](#) | [Instagram](#) | [YouTube](#)



From: Andrea Fournet <andreaournet@gmail.com>
Sent: Monday, October 27, 2025 1:12 PM
To: Masters, Jessica <jmasters@fayetteville-ar.gov>
Subject: Re: Photos for my 3 minute talk at Planning Commission 10/27/25

CAUTION: This email originated from outside of the City of Fayetteville. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Compiled Public Comment
RZN-2025-0048

Thank you for letting me know. I will have to pass on showing my photos as I don't have time before tonight's meeting. Wish I had known before the weekend.

Media services will do this for me for the City Council meeting.

Best,

Andrea



ANDREA FOURNET, C-IAYT
CEO/Founder

📞 479-521-9642

✉️ yogalady@aryoga.com

📍 1949 N Green Acres Rd,
Fayetteville, AR 72703

🌐 www.aryoga.com

On Mon, Oct 27, 2025 at 12:39 PM Masters, Jessica <jmasters@fayetteville-ar.gov> wrote:

Andrea –

I unfortunately do not have the capacity to create a powerpoint presentation for you, but I am happy to share one. If you could please create a powerpoint presentation or otherwise that compiles all of these I am happy to share it.

Many thanks,

Jessie

Jessie Masters, AICP

Planning Director

Development Services

City of Fayetteville, Arkansas

(479) 575-8239

www.fayetteville-ar.gov

[Website](#) | [Facebook](#) | [Twitter](#) | [Instagram](#) | [YouTube](#)



Compiled Public Comment
RZN-2025-0048

From: Andrea Fournet <andreaournet@gmail.com>

Sent: Monday, October 27, 2025 12:36 PM

To: Masters, Jessica <jmasters@fayetteville-ar.gov>

Subject: Fwd: Photos for my 3 minute talk at Planning Commission 10/27/25

CAUTION: This email originated from outside of the City of Fayetteville. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Sending the 8 photos again



ANDREA FOURNET, C-IAYT
CEO/Founder

📞 479-521-9642

✉ yogalady@aryoga.com

📍 1949 N Green Acres Rd,
Fayetteville, AR 72703

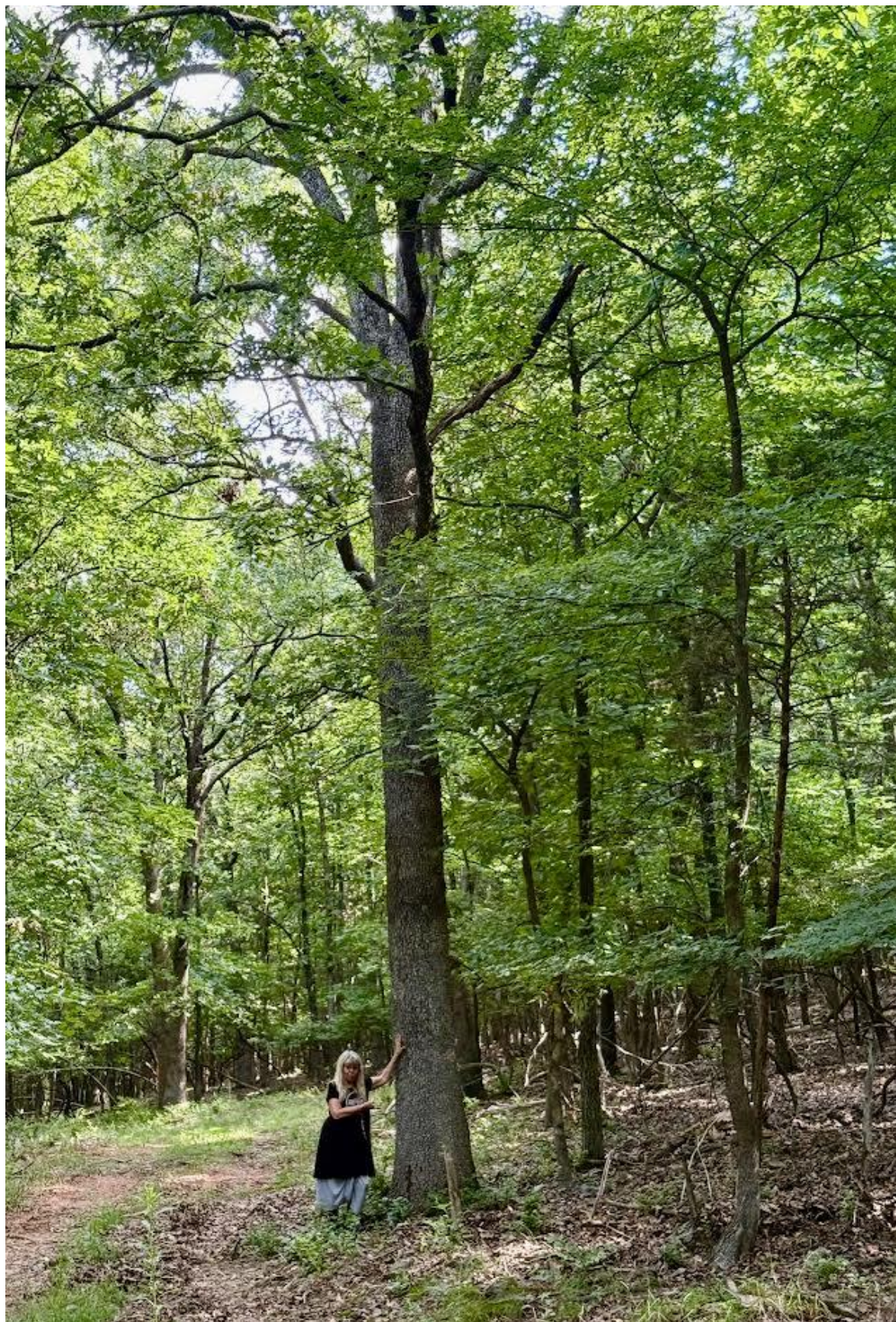
🌐 www.aryoga.com

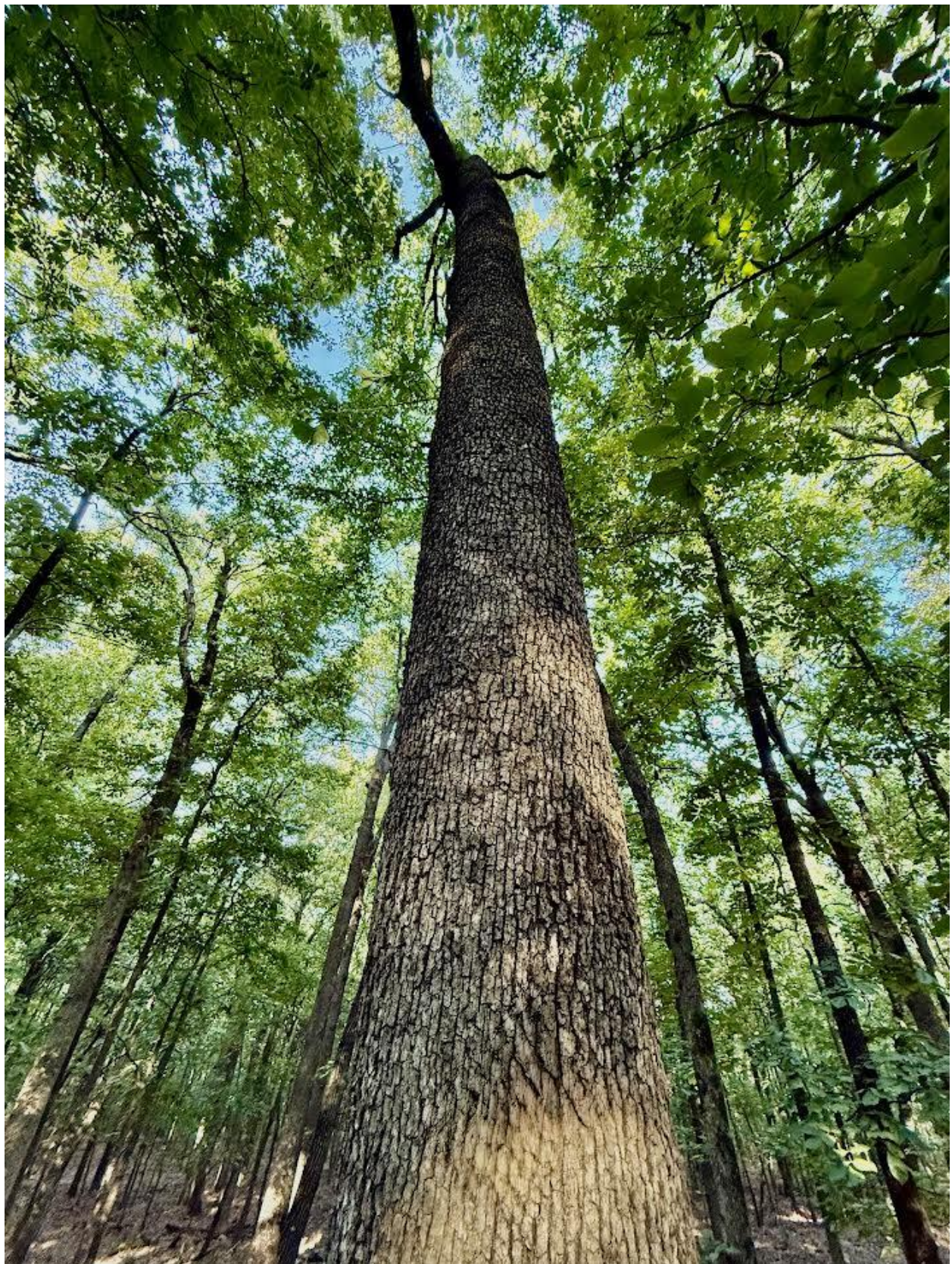


Compiled Public Comment
RZN-2025-0048











Bland, Justin

From: Andrea Fournet <andreafournet@gmail.com>
Sent: Monday, September 22, 2025 4:32 PM
To: Brown, Chris; Bland, Justin; Moore, Sarah; Wiederkehr, Mike
Subject: Traffic study for proposed Ramay Junior High site

Follow Up Flag: Follow up
Flag Status: Completed

CAUTION: This email originated from outside of the City of Fayetteville. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello Chris and Justin,

Could the City conduct its own traffic safety study for the proposed Ramay Junior High site off College Avenue? The City has done so before—such as for the Zion Road project—when line-of-sight and turning safety were in question. This site raises even greater concerns: students crossing five lanes of traffic, and two left-hand turns off College on to Poplar from both directions. Left turns across multiple lanes are among the most dangerous traffic movements for pedestrians, bikes, scooters, wheelchairs, and cars and relying solely on the school district's consultants may risk overlooking that.

Many recent developments on major arterials avoid this hazard by allowing only right-in/right-out access. Will the City require similar protections here?

And how will the College Avenue entrance be made ADA accessible for students walking or using a wheelchair from neighborhoods west of the site?

Will the continuation of Poplar be a city maintained road or private maintained by our public school system?

Thank you for your time concerning this project.

Best regards,
Andrea



The Fayetteville Youth Advisory Council writes to formally recommend against the rezoning of parcel #765-13438-000, which is currently owned by the Fayetteville Public School District. After discussion and careful consideration, the YAC voted 8-0 on May 29, 2025 in favor of forwarding this letter to the City Council and the Planning Commission. The YAC determines that this land is unsuitable for development, and urges the City Council to consider the following:

1. The soil on this land is key in controlling water flow, disrupting and compacting it during construction increases the likelihood of floods onto N. College Ave. and the businesses below parcel #765-13438-000.
2. The accessibility to the school in proposed plans is highly limited, with one official road, and one 'emergency' road. The official road stems off of N. College, and the traffic congestion due to the proposed school and the revamped middle school (formally Woodland Jr. High) would greatly increase. In the situation of bad weather or emergency, getting in and out of the school would be difficult, and a potential danger to the students.
3. Parcel #765-13438-000 is a densely forested slope, any construction would be difficult and destructive of its ecological systems. As one of few areas of dense, native vegetation and wildlife left in Fayetteville, the YAC deems it important to protect the nature of this land as much as possible.

Furthermore, the Fayetteville Youth Advisory Council urges the Fayetteville Public School District to utilize this land for alternative, non-destructive stewardship and educational opportunities. The YAC also encourages the FPS District to pursue the purchase and development of underutilized land, such as unused parking lots, for the building of the new Ramey school.

This decision will affect hundreds of Fayetteville's youth, and the YAC feels a deep responsibility to advocate for the safest and most sustainable route in regards to the development of the new schools. We respectfully ask the FPS to consider alternative locations that would better meet the schools goals of safety and would cause minimal harm to the ecosystems and environment surrounding it.

We appreciate the work of the City Council and Planning Commission and thank you for your attention to our concerns. The YAC welcomes the opportunity to discuss this further as decisions are made, and remains committed to finding solutions that best reflect the interests of Fayetteville's Youth.

To: Fayetteville Planning Commission

CC: Fayetteville Mayor Rawn, Fayetteville City Council

Subject: Rezoning Case RZN-2025-0048

My name is Jeff Pummill and I'd like to enter comments into record regarding the Rezoning Case RZN-2025-0048, requesting rezoning of the property located on N. Marks Mill Ln from RSF-4 and UC to P-1.

First, while I am the Chair of the city's Environmental Action Committee, I need to make it clear that the following comments are mine as a citizen of Fayetteville and not related to my participation in EAC. In fact, I abstained from signing the EAC letter regarding this matter...not because their focused assessment was invalid (it's accurate given their scope of interest afforded by their mission statement), but rather because this situation has a LOT more "moving parts" than a simple thumbs up – thumbs down vote can capture!

I'm not suggesting FPS handled things appropriately in this situation...far from it given the recent parking deck saga that caused so much angst in the community. One would've assumed that FPS would've taken away some "lessons learned" on that one and been more inclusive in their search for a suitable site for the Jr High in question. Such a development is critical to the future of the city and a unified approach should've been explored to ensure "fit and function" with Fayetteville's explosive growth and 2040 roadmap. Yet, here we are once again. On the positive side, while the proposed site is a terrible location for ANY sort of development, I certainly give credit to FPS for doing an outstanding job of hiring architectural firms that specialize in environmental awareness and climate sensitivity! If one were to develop the site as FPS is planning to do, then you'd be hard pressed to do a better job of architecting a more thorough and environmentally conscious plan. With that, I'm sure you all will agree when you are presented with the detailed presentation that's been making the rounds (I've seen it twice myself).

I believe even FPS agrees that the proposed site is a stretch when it comes to development. The EAC letter accurately describes in their bulleted points all of the concerns of developing ANY infrastructure there....it's not just the Jr High that isn't a suitable fit for the space. Housing would be equally unsuitable, and possibly more so as once owners purchase a home, they have great latitude in what they can do with their lot. At least the school could probably be held to a higher standard of maintaining certain environmental attributes that best reflect the direction of the city's Climate Action Plan for example. In addition, FPS has recently added a Sustainability Director and there are ongoing discussions about using these new developments to teach students about the environment, sustainability, etc. There may even be opportunities to partner with FPS to carve off and re-designate small plots of these larger parcels with the new CCR zoning which is designed to preserve green spaces in perpetuity within the city! The design even incorporates a "loop" around the school for cars to stage for pickup/drop-off thus avoiding a situation where they shut down a lane of N College!

Long story short here...ideally, I too would prefer that the property in question be preserved in its pristine state and protected by a zoning like the new CCR option! But we have to face the stark reality that to do so would require another entity to purchase the property from FPS, AND be willing to request such a zoning. While there is talk of a 501c3 and other ventures, I have yet to see a briefcase with \$3-4 million dollars contained within. And what if it were to happen?!? We're still left with the original dilemma of where to expand our public schools! Fayetteville is currently at a population of around 106,000 people and projection for 2050 is 170,000. Some of us that have debated future growth suspect the 2050 number is short by about 80,000 people due to things like cost of real estate elsewhere, climate driven events making it impossible to insure property, etc. This all said, even the current plan for the two new Jr High's plus the conversion of one of the old Jr High sites to a magnet school will still likely leave us short of capacity for the future.

Summary:

- Is the proposed site unsatisfactory due to a plethora of environmental concerns: YES!
- Is it likely that the site is strategically the best from a distribution perspective: YES!
- Will refusal by P.C and C.C. to allow the build be legally challenged: YES!

To be successful, this whole thing needs the blessings and commitment of many entities. Should this come to fruition, it will require MANY departments for it to function effectively. There should be ironclad assurances all around to ensure that everyone is committed to the best outcomes for the future of Fayetteville.

Jeff Pummill

Ward 3

To: Fayetteville Planning Commission
CC: Fayetteville Mayor Rawn, Fayetteville City Council
Subject: RZN 2025-0048

Pursuant to our mission, the Environmental Action Committee (EAC) is submitting this letter to the Planning Commission to voice our concern about the Rezoning Case RZN-2025-0048, requesting rezoning of the property located on N. Marks Mill Ln from RSF-4 and UC to P-1.

The EAC was created in September 1995 “to address environmental concerns, promote a safe and healthy environment, and maintain the natural beauty of the environment within the City.” To this end, committee members have made a commitment to diligently “research and recommend climate mitigation strategies that the community can implement to reduce greenhouse gas emissions and minimize the negative consequences of climate change” in Fayetteville. The Climate Action Plan recently approved by the City outlines our recommendations for the future.

With this in mind, we are appealing to the Planning Commission to reject rezoning of the property of land identified by the School District for building a new Ramay Junior High School east of College Avenue. The EAC has come to the conclusion that constructing the school on this site would be in opposition to the City’s stated environmental goals.

The site, which lies within the Hilltop-Hillside Overlay District, is densely forested with steep slopes and presents significant geologic and ecological challenges. Committee concerns, based on EAC research, discussions with geologic and environmental professionals, and input from community members, include:

- Loss of an almost complete, undisturbed forest in a central location instrumental to the City achieving its goal of climate resilience.
- Loss of historic urban forest acreage instrumental to carbon sequestration which would take decades to replace.
- Damage to an existing biodiverse ecosystem caused by removal of the forest canopy.
- Impacts of disturbing soils composed of Fayetteville Shale and expansive clays that are prone to instability, especially on an 18% hillside slope, would pose risks to the hillside’s structural integrity, underground utilities, and slope stability.
- Probability that disturbance of this currently stable hillside and its vegetative cover will magnify the potential for increased stormwater runoff, erosion, and drainage complications along College Avenue.
- Unassessed springs and seeps on the site which are likely to magnify the impact of disturbance.

Although it is regrettable that the School District invested in this site prematurely, before the Zoning Commission had the opportunity to consider all the aspects of rezoning request, the EAC stands steadfast in its conclusion that building on the site would present seriously negative environmental and geological impacts.

Glenda Patterson – EAC Vice Chair
Darlington Imhanzuaria
Stacey Buff
Thomas Deere

Margaret Britain
Vicki Spencer
Alexander Mauroner

Teresa Turk – City Council Liason



MEETING OF NOVEMBER 25, 2025

TO: Mayor Rawn and City Council
THRU: Keith Macedo, Chief of Staff
FROM: Tim Nyander, Utilities Director
SUBJECT: Easement Condemnations - Cato Springs Sewer Extension and Lift Station Project

RECOMMENDATION:

Staff recommends City Council approval of a Resolution authorizing the City Attorney to seek condemnation and orders of possession for the remaining easements necessary for the Cato Springs Sewer Extension and Lift Station Improvements Project.

BACKGROUND:

The City of Fayetteville accepted a federal HUD Grant related to infrastructure improvements near the Kessler Regional Park (Resolution 279-22; HUD Grand Agreement No. B-22-CP-AR-0016) and subsequently entered into a cost-share agreement with South Cato Springs Holdings, LLC (Resolution 202-25) related to bringing city sewer to this area. On November 6th, 2025, the City of Fayetteville accepted sealed competitive bids for the Cato Springs Sewer Extension and Lift Station Improvements project. Grant Garrett Excavating, Inc. submitted the lowest bid and the bid award will be presented to the City Council later in December.

DISCUSSION:

In order to meet the City's obligations for start/finish construction dates, all easements for this project must be acquired or court-ordered possessory rights obtained by the start of construction so that the City's contractor can begin work. This corridor consists of 6 necessary easements. To date, 4 of these easements have been acquired. In order to give the City Attorney's office adequate time to make these filings, approval by the City Council at the December 2nd meeting is necessary.

Even if a condemnation must be filed on a particular property, we prefer reaching fair settlements with every landowner and the city will continue negotiating with property owners to obtain easements without having to go to trial.

BUDGET/STAFF IMPACT:

The payment for land acquisition will be made from the Water & Sewer Relocations account. The agenda item staff review form indicates \$43,724.33 the cost of this request. It should be noted that this is an estimate, based on the appraised value of the properties, and that the final cost is subject to negotiation with the property owners or court order. The final offer to each property owner, based in part on the appraised value of the easement, will be deposited into the Registry of the Circuit Court when the condemnation complaint is filed for the property so the city will be able take immediate possession of the easements.

ATTACHMENTS: 3. Staff Review Form, 4. Easements for Condemnation (revised)

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2025-2430

A RESOLUTION TO AUTHORIZE THE CITY ATTORNEY TO SEEK CONDEMNATION AND POSSESSION OF CERTAIN LANDS OWNED BY INDIVIDUALS NEEDED FOR THE CATO SPRINGS SEWER EXTENSION AND LIFT STATION PROJECT

WHEREAS, the City of Fayetteville has been unable to negotiate the acquisition of easements on 2 properties needed to complete the Cato Springs Sewer Extension and Lift Station Project; and

WHEREAS, the City of Fayetteville needs to gain possession of these needed properties promptly to begin work on this public improvement and to not delay construction of the project.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes the City Attorney to file suit to seek court-ordered possession of property located on or near the Cato Springs Sewer Extension and Lift Station Project and owned by Northern Properties, Inc. that is needed for a sewer easement for the Project, and to pay into the registry of the Circuit Court the final offer to the property owner in the amount of \$33,838.07.00.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby authorizes the City Attorney to file suit to seek court-ordered possession of property located on or near the Cato Springs Sewer Extension and Lift Station Project and owned by the Johnson Family Revocable Trust, that is needed for a sewer easement for the Project, and to pay into the registry of the Circuit Court the final offer to the property owner in the amount of \$9,886.26.

City of Fayetteville Staff Review Form

2025-2430

Item ID

12/2/2025

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

Tim Nyander

11/12/2025

WATER SEWER (720)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends City Council approval of a Resolution authorizing the City Attorney to seek condemnation and orders of possession for the remaining easements necessary for the Cato Springs Sewer Extension and Lift Station Improvements Project.

Budget Impact:

4601.860.7650-5810.00

Economic Development 2019 Bonds

Account Number

Fund

46060.7650

Econ Dev Bonds - SLS Community S Cato Springs

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 6,761,310.00

Expenses (Actual+Encum)

\$ 3,362,618.15

Available Budget

\$ 3,398,691.85

Does item have a direct cost? Yes

Item Cost

\$ 43,724.33

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ 3,354,967.52

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:

Summary of Easements

<u>Parcel ID</u>	<u>Principal</u>	<u>First Owner Name</u>	<u>Value per Square Foot</u>	<u>Sq. Ft. of PUE</u>	<u>Value of PUE</u>	<u>Total Value of Easements</u>	<u>Price per sq ft of easement</u>
765-15407-003	Ms. Mary R. Harriell, President	Northern Properties, Inc.	\$5.53	24476	\$33,838.07	\$33,838.07	\$1.38
765-15425-000	Harold B. Johnson and Ruth W. Johnson	Johnson Family Revocable Trust	\$5.53	7151	\$9,886.26	\$9,886.26	\$1.38
Total					\$43,724.33		



November 12, 2025

Ms. Mary R. Harriell, President
Northern Properties, Inc.
748 N. Ainsworth Ave
Fayetteville, AR 72701

RE: Kessler Sewer Extension Project
Parcel No. 765-15407-003
Notification Letter

Dear Ms. Harriell,

This letter is to inform you that the agenda item regarding the Kessler Sewer Extension Project has been moved from the November 18, 2025, City Council meeting to the December 2, 2025, meeting. If the City has not received signed easement documents by that date, the City will submit a request for authorization to proceed with acquisition by eminent domain.

If you have any questions or wish to discuss this matter further, please contact me at (479) 444-3421 (bsamuels@fayetteville-ar.gov) or contact Holly Jones at (479) 444-3414 (hjones@fayetteville-ar.gov).

Sincerely,

A handwritten signature in blue ink, appearing to read "Brandi Samuels", with a stylized flourish at the end.

Brandi Samuels
Land Agent

City of Fayetteville, Engineering Division of the Public Works Department, 125 W Mountain Street, 479-575-8206



October 10, 2025

Ms. Mary R. Harriell, President
Northern Properties, Inc.
748 N. Ainsworth Ave
Fayetteville, AR 72701

RE: Kessler Sewer Extension Project
Parcel No. 765-15407-003
Notification Letter

Dear Ms. Harriell,

As you are aware, the City of Fayetteville is improving the sanitary sewer connection along Cato Springs Road near Kessler Mountain Regional Park. These improvements will include the construction of a new lift station. Most of this work will be done in existing right of way where possible but some areas may require a small amount of permanent utility easement or a temporary construction and grading easement for extra room to work. All temporary construction easements will terminate when the project has been completed by the contractor and accepted by the City of Fayetteville.

The City of Fayetteville previously extended an offer of **\$33,838.07** for a 24,476 square foot permanent sewer easement.

Because negotiations have not been successful and in order to remain on schedule, this matter is being referred to the City Attorney's Office for acquisition through eminent domain. Therefore, if we do not receive signed documents by the November 18, 2025 City Council meeting, we will submit a request for authorization to proceed with acquisition by eminent domain. The meeting location is 113 West Mountain Street, Room 219 in Fayetteville. This is a public meeting and you or a representative are encouraged to attend. After this date, the City Attorney's Office will take over the acquisition process for the City.

Please be advised that negotiations may continue throughout this process. Enclosed is a pamphlet outlining the condemnation process, including your rights and responsibilities.

Should you choose to accept this offer, the enclosed *Sewer Easement* must be executed by all individuals or entities holding a current ownership interest in the property. The completed easement must be notarized and returned to the City of Fayetteville. If needed, a City Land Agent is available to witness and notarize the execution of the easement upon request. Please contact our office to arrange this service. Upon receipt of the fully executed and notarized easement, a request for payment will be initiated. Payment is typically processed within approximately three weeks from the date all required documents are received. To facilitate payment, please provide either a Social Security Number or a Tax Identification Number (for corporations). A W-9 form has been included for your convenience.

A City Land Agent will be glad to meet with you at your convenience and discuss all phases of this project and the associated easements and acquisitions. Please contact Brandi Samuels at (479) 444-3421 (bsamuels@fayetteville-ar.gov) or Holly Jones at (479) 444-3414 (hjones@fayetteville-ar.gov). If technical questions arise, the City Land Agents will involve project engineers or city utility staff, as needed.

Sincerely,

A handwritten signature in blue ink, appearing to read "Tim Nyander", is written over a blue horizontal line.

Tim Nyander, Utilities Director

TN/bs
Enclosure

City of Fayetteville, Engineering Division of the Public Works Department, 125 W Mountain Street, 479-575-8206

SEWER EASEMENT

BE IT KNOWN BY THESE PRESENTS:

THAT **Northern Properties, Inc., an Arkansas corporation**, hereinafter called GRANTOR, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby GRANT, SELL and CONVEY unto the **City of Fayetteville, Arkansas, a municipal corporation**, hereinafter called GRANTEE, and unto Grantee's successors and assigns, a permanent easement to construct, lay, remove, relay, inspect, enlarge and/or operate a sanitary sewer pipe line or lines, manholes, grantee owned fiber optic equipment and appurtenances thereto, on, over, across, and under the following described land situated in the County of Washington, State of Arkansas, to-wit:

PROPERTY DESCRIPTION: (Deed Reference 97-26483)

Part of the S½ of the N½ of Section 30 and Part of the SW¼ of the NW¼ of Section 29, all in T-16-N, R-30-W described as beginning at the SW Corner of the SW¼ of the NW¼ of Section 29; thence N88°48'09"W 4452.10 feet to a found iron pin, being the SW of the West 40 acres of the S½ of the Fractional NW¼ of said Section 30; thence N0°49'38"E 1333.25 feet to a found iron pin; thence S88°40'58"E 1861.31 feet to a found iron pin; thence S88°40'58"E 1308.98 feet to a set iron pin; thence S88°22'53"E 1222.43 feet to a set iron pin; thence along an existing fence the following bearings and distances: S11°19'56"W 181.26 feet, S35°36'28"E 122.41 feet, S66°10'33"E 21.77 feet, S33°42'09"E 78.31 feet, S1°36'13"E 94.32 feet, S84°57'45"E 15.30 feet, S14°03'55"E 24.10 feet, S65°18'12"E 93.25 feet, S75°28'53"E 143.79 feet, N78°47'00"E 288.43 feet, N4°00'20"E 13.83 feet, N67°39'47"E 236.39 feet; thence leaving said fence S76°17'13"E 182.21 feet; thence N12°11'00"E 339.69 feet; thence along the right-of-way of U.S. Hy. 71 Relocation S82°18'27"E 227.73 feet; thence S7°54'50"E 295.06 feet; thence S9°20'04"W 944.19 feet; thence leaving said right-of-way N88°25'13"W 1171.01 feet to the point of beginning, containing 162.31 acres, more or less, Washington County, Arkansas. Said tract having rights of mutual use and subject to use by others in and to a 50 foot road easement described as beginning at a point which is S88°13'25"E 1023.21 feet and S0°57'12"W 62.75 feet from the NW Corner of the SW¼ of the NW¼ of Section 29, T-16-N, R-30-W; thence S12°11'00"W 339.69 feet; thence S77°49'00"E 50.00 feet; thence N12°11'00"E 343.62 feet; thence N82°18'27"W 50.16 feet to the point of beginning.

PERMANENT EASEMENT DESCRIPTION:

A PART OF THE SW/4 OF THE NW/4 OF SECTION 29 TOWNSHIP 16 NORTH, RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS. MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE SW CORNER OF THE SW/4 OF THE NW/4 OF SECTION 29 TOWNSHIP 16 NORTH, RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS; THENCE ALONG THE SOUTH LINE OF SAID SW/4 SOUTH 86°58'10" EAST A DISTANCE OF 160.34 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID SOUTH LINE NORTH 22°57'18" EAST A DISTANCE OF 867.19 FEET; THENCE NORTH 77°53'12" EAST A DISTANCE OF 113.02 FEET; THENCE NORTH 59°29'19" EAST A DISTANCE OF 75.25 FEET TO A POINT ON THE NORTHERN LINE OF SAID PROPERTY; THENCE ALONG SAID NORTH PROPERTY LINE NORTH 69°06'26" EAST A DISTANCE OF 98.81 FEET; THENCE NORTH 71°07'03" EAST A DISTANCE OF 74.33 FEET TO A POINT ON THE NORTHERN PROPERTY LINE OF SAID PARCEL; THENCE ALONG SAID BOUNDARY SOUTH 74°50'34" EAST A DISTANCE OF 35.73 FEET; THENCE SOUTH 71°07'06" WEST A DISTANCE OF 183.80 FEET; THENCE SOUTH 59°29'19" WEST A DISTANCE OF 93.65 FEET; THENCE SOUTH 77°53'12" WEST A DISTANCE OF 105.86 FEET; THENCE SOUTH 22°57'18" WEST A DISTANCE OF 849.54 FEET TO A POINT ON THE SOUTHERN PROPERTY LINE OF SAID PARCEL; THENCE CONTINUING ALONG SAID BOUNDARY NORTH 86°58'10" WEST A DISTANCE OF 21.27 FEET TO THE POINT OF BEGINNING. CONTAINING 24,476 SQ. FT. OR 0.56 ACRES MORE OR LESS. SUBJECT TO ANY AND ALL EASEMENTS OF RECORD OR FACT.

PROPOSED UTILITY EASEMENT SHALL BE EXTENDED OR REDUCED TO THE EXISTING BOUNDARY LINE AS SHOWN ON EXHIBIT B.

Together with the rights, easements, and privileges in or to said lands which may be required for the full enjoyment of the rights herein granted.

TO HAVE AND TO HOLD unto said Grantee, its successors and assigns, so long as such pipe line or lines, manholes and/or appurtenances thereto shall be maintained, together with free ingress to and egress from the real estate first hereinabove described for the uses and purposes hereinabove set forth.

The said Grantor is to fully use and enjoy the said premises except for the purposes hereinbefore granted to the said Grantee, which hereby agrees to bury all pipes, where feasible, to a sufficient depth so as not to interfere with cultivation of soil, and that manholes will be constructed flush with the surface of the ground except in bottom lands where they shall be at a height above high water.

The Grantor agrees not to erect any buildings or structures in said permanent easement.

The Grantee shall have the right to construct additional pipelines upon the above described easement at any time in the future and agrees to pay any damages as a result of such future construction as set out in this easement.

The consideration first above recited as being paid to Grantor by Grantee is in full satisfaction of every right hereby granted. All covenants and agreements herein contained shall extend to and be binding upon the respective heirs, legal representatives, successors and assigns of the parties hereto.

It is further understood that Grantee's easement shall be exclusive and that Grantor and/or Grantor's successors shall convey no parallel rights to any person, utility or corporation on, across or under said easement without the express written permission of Grantee.

It is hereby understood and agreed that the party securing this document on behalf of the Grantee is without authority to make any covenant or agreement not herein expressed.

WITNESS the execution hereof on this _____ day of _____, 2025.

NORTHERN PROPERTIES, INC., an Arkansas corporation

By: Mary R. Harriell, President

ACKNOWLEDGMENT

STATE OF ARKANSAS)
COUNTY OF WASHINGTON) SS.

BE IT REMEMBERED, that on this date, before the undersigned, a duly commissioned and acting Notary Public within and for said County and State, personally appeared **Mary R. Harriell**, to me well known as the person who executed the foregoing document, and who stated and acknowledged that she is the President of **Northern Properties, Inc., an Arkansas corporation**, and is duly authorized in her capacity to execute the foregoing instrument for and in the name and behalf of said corporation, and further stated and acknowledged that she had so signed, executed and delivered said instrument for the consideration, uses and purposes therein mentioned and set forth.

WITNESS my hand and seal on this _____ day of _____, 2025.

MY COMMISSION EXPIRES:

Notary Public

EXHIBIT "B"

PARCEL: 765-15407-005
OWNER: PARKER, LINDSAY
DEED: 2014-29735

PARCEL:
001-11279-002
OWNER: JOHNSON
FAMILY REVOCABLE
TRUST
DEED: 97-49118

PARCEL: 765-15407-006
OWNER: DE LOS ANGELES, STEFANIE
DEED: 2022-21563

PARCEL: 765-15407-007
OWNER: JOHNSON FAMILY
REVOCABLE TRUST
DEED: 97-49118

PARCEL: 765-15407-003
OWNER: NORTHERN PROPERTIES INC
DEED: 97-26483

W. LINE SW/4, NW/4

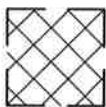
P.O.B. UTILITY ESMT.

S86°58'10"E 160.34'

S. LINE SW/4, NW/4

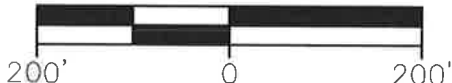
N86°58'10"W 21.27'

P.O.C. SW COR., SW $\frac{1}{4}$, NW $\frac{1}{4}$,
SEC. 29, T-16-N. R-30-W



UTILITY
EASEMENT

GRAPHIC SCALE IN FEET



THIS EASEMENT SKETCH IS A REPRESENTATION OF THE SIZE,
SHAPE, AND LOCATION OF THE EASEMENT WHICH IT IS
ATTACHED; THIS DRAWING IS NOT A PLAT OF SURVEY.

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.

PROJECT NO.:

23100800

DRAWN BY:

T. VAN DINE

DATE:

04/24/2025

SHEET:

1 OF 1

CHECKED:

L.JOST

300 N College Ave., Suite 317
Fayetteville, Arkansas 72703



Crafton Tull

479.636.4838 f

www.craftontull.com

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EXECUTIVE SUMMARY

Before the acquisition, the subject property consists of 22.65 acres of mixed use land.

8/1/2025	Effective Date
PHYSICAL CHARACTERISTICS	
Northern Properties Inc	Property Owner
765-15407-003	Parcel #
Fayetteville	City
AR	State
R-A; Residential - Agricultural	Zoning
Before the Acquisition	
986,634	SqFt - Land
Acquisition Area	
Permanent Easement	
24,476	SqFt - Land
After the Acquisition	
962,158	SqFt - Land (Remainder)
24,476	SqFt - Land (Residual)
CONCLUSIONS	
\$ 4,066,371	Value Before the Acquisition
\$ 4,041,152	Value After the Acquisition
\$ 25,200	Total Value Impact of the Acquisition

Permanent Easements (WSE of 0.56 acres or 24,476 SqFt). The WSE grants underground pipe burial and restricts permanent construction above the easement area. See easement description in the addenda for other details.

See mapping for specific locations. The permanent easement has minimal impact on the subject use. We assume any existing improvements (parking, paving, driveways, sidewalks, lawn) will be repaired by the city.

After the acquisition, the property rights in the permanent easement acquisition area will be split between the owner and the city. The continued use of the property does not appear to be affected by the permanent easement, and the client assures us the owners will continue to have access and use of the property.

APPRAISERS:

Zach J Holland, AR CG 2911



November 12, 2025

Ms. Ruth W. Johnson
Johnson Family Revocable Trust
2390 W. Summerhouse Lane
Fayetteville, AR 72701

RE: Kessler Sewer Extension Project
Parcel No. 765-15425-000
Offer Letter

Dear Ms. Johnson,

This letter is to inform you that the agenda item regarding the Kessler Sewer Extension Project has been moved from the November 18, 2025, City Council meeting to the December 2, 2025, meeting. If the City has not received signed easement documents by that date, the City will submit a request for authorization to proceed with acquisition by eminent domain.

If you have any questions or wish to discuss this matter further, please contact me at (479) 444-3421 (bsamuels@fayetteville-ar.gov) or contact Holly Jones at (479) 444-3414 (hjones@fayetteville-ar.gov).

Sincerely,

A handwritten signature in blue ink, appearing to read "Brandi Samuels", written in a cursive style.

Brandi Samuels
Land Agent

City of Fayetteville, Engineering Division of the Public Works Department, 125 W Mountain Street, 479-575-8206



October 2, 2025

H.B. Johnson and Ruth W. Johnson
Johnson Family Revocable Trust
2390 W. Summerhouse Lane
Fayetteville, AR 72701

RE: Kessler Sewer Extension Project
Parcel No. 765-15425-000
Offer Letter

Dear Mr. and Mrs. Johnson,

As you are aware, the City of Fayetteville is improving the sanitary sewer connection along Cato Springs Road near Kessler Mountain Regional Park. These improvements will include the construction of a new lift station. Most of this work will be done in existing right of way where possible but some areas may require a small amount of permanent utility easement or a temporary construction and grading easement for extra room to work. All temporary construction easements will terminate when the project has been completed by the contractor and accepted by the City of Fayetteville.

The City of Fayetteville previously extended an offer of **\$9,886.26** for a 7,151-square-foot permanent sewer easement. Following that offer, an appraisal was obtained, which valued the easement at \$9,400.00. Despite this lower valuation, the City is maintaining its original offer amount.

Because negotiations have not been successful and in order to remain on schedule, this matter is being referred to the City Attorney's Office for acquisition through eminent domain. Therefore, if we do not receive signed documents by the November 18, 2025 City Council meeting, we will submit a request for authorization to proceed with acquisition by eminent domain. The meeting location is 113 West Mountain Street, Room 219 in Fayetteville. This is a public meeting and you or a representative are encouraged to attend. After this date, the City Attorney's Office will take over the acquisition process for the City.

Please be advised that negotiations may continue throughout this process. Enclosed is a pamphlet outlining the condemnation process, including your rights and responsibilities.

Should you choose to accept this offer, the enclosed *Sewer Easement* must be executed by all individuals or entities holding a current ownership interest in the property. The completed easement must be notarized and returned to the City of Fayetteville. If needed, a City Land Agent is available to witness and notarize the execution of the easement upon request. Please contact our office to arrange this service. Upon receipt of the fully executed and notarized easement, a request for payment will be initiated. Payment is typically processed within approximately three weeks from the date all required documents are received. To facilitate payment, please provide either a Social Security Number or a Tax Identification Number (for corporations). A W-9 form has been included for your convenience.

A City Land Agent will be glad to meet with you at your convenience and discuss all phases of this project and the associated easements and acquisitions. Please contact Brandi Samuels at (479) 444-3421 (bsamuels@fayetteville-ar.gov) or Holly Jones at (479) 444-3414 (hjones@fayetteville-ar.gov). If technical questions arise, the City Land Agents will involve project engineers or city utility staff, as needed.

Sincerely,

A handwritten signature in blue ink, appearing to read "Tim Nyander", is written over a blue horizontal line.

Tim Nyander, Utilities Director

TN/bs
Enclosure

City of Fayetteville, Engineering Division of the Public Works Department, 125 W Mountain Street, 479-575-8206

SEWER EASEMENT

BE IT KNOWN BY THESE PRESENTS:

THAT **H.B. Johnson and Ruth W. Johnson, Trustees of the Johnson Family Revocable Trust dated February 2, 2005**, hereinafter called GRANTOR, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby GRANT, SELL and CONVEY unto the **City of Fayetteville, Arkansas, a municipal corporation**, hereinafter called GRANTEE, and unto Grantee's successors and assigns, a permanent easement to construct, lay, remove, relay, inspect, enlarge and/or operate a sanitary sewer pipe line or lines, manholes, grantee owned fiber optic equipment and appurtenances thereto, on, over, across, and under the following described land situated in the County of Washington, State of Arkansas, to-wit:

PROPERTY DESCRIPTION: (Deed Reference 2005-5318 – Tract 4)

The Northwest Quarter of the Northwest Quarter of Section Twenty-Nine (29), except two (2) acres, more or less in the Southeast corner of said forty acre tract, the East Half of the Northeast Quarter of the Northeast Quarter, containing twenty (20) acres and the South One-Fourth of the West Half of the Northeast Quarter of the Northeast Quarter, containing five (5) acres, in Section Thirty (30), all in Township Sixteen (16) North of Range Thirty (30) West, containing in all sixty-three (63) acres, more or less.

PERMANENT EASEMENT DESCRIPTION:

A PART OF NW/4 OF THE NW/4 OF SECTION 29 TOWNSHIP 16 NORTH, RANGE 30 WEST 5TH PRINCIPAL MERIDIAN, WASHINGTON COUNTY ARKANSAS ACCORDING TO THE DEED THEREOF RECORDED IN BOOK 2005 PAGE 5318, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NW CORNER OF THE NW/4 OF SECTION 29 TOWNSHIP 16 NORTH, RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS; THENCE ALONG THE NORTH LINE OF SAID NW/4 AND THE PROPERTY BOUNDARY SOUTH 87°03'36" EAST A DISTANCE OF 547.32 FEET; THENCE CONTINUING ALONG THE PROPERTY BOUNDARY THE FOLLOWING TWO COURSES: THENCE SOUTH 01°19'56" EAST A DISTANCE OF 312.30 FEET; THENCE SOUTH 87°03'36" EAST A DISTANCE OF 379.21 FEET TO A POINT ON THE WESTERLY LINE OF AN EXISTING UTILITY EASEMENT PER 1323-793; THENCE CONTINUING ALONG SAID WESTERLY EASEMENT LINE SOUTH 05°40'09" WEST A DISTANCE OF 57.77 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID WESTERLY EASEMENT LINE THE FOLLOWING TWO COURSES: SOUTH 05°40'30" WEST A DISTANCE OF 501.39 FEET; THENCE SOUTH 00°53'48" EAST A DISTANCE OF 340.72 FEET; THENCE NORTH 02°57'05" WEST A DISTANCE OF 328.29 FEET; THENCE NORTH 05°42'09" EAST A DISTANCE OF 515.31 FEET; THENCE SOUTH 84°13'28" EAST A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING. CONTAINING 7,151 SQ. FT. OR 0.17 ACRES MORE OR LESS. SUBJECT TO ANY AND ALL EASEMENTS OF RECORD OR FACT.

PROPOSED UTILITY EASEMENT SHALL BE EXTENDED OR REDUCED TO THE EXISTING BOUNDARY LINE AS SHOWN ON EXHIBIT B.

Together with the rights, easements, and privileges in or to said lands which may be required for the full enjoyment of the rights herein granted.

TO HAVE AND TO HOLD unto said Grantee, its successors and assigns, so long as such pipe line or lines, manholes and/or appurtenances thereto shall be maintained, together with free ingress to and egress from the real estate first hereinabove described for the uses and purposes hereinabove set forth.

The said Grantor is to fully use and enjoy the said premises except for the purposes hereinbefore granted to the said Grantee, which hereby agrees to bury all pipes, where feasible, to a sufficient depth so as not to interfere with cultivation of soil, and that manholes will be constructed flush with the surface of the ground except in bottom lands where they shall be at a height above high water.

The Grantor agrees not to erect any buildings or structures in said permanent easement.

The Grantee shall have the right to construct additional pipelines upon the above described easement at any time in the future and agrees to pay any damages as a result of such future construction as set out in this easement.

The consideration first above recited as being paid to Grantor by Grantee is in full satisfaction of every right hereby granted. All covenants and agreements herein contained shall extend to and be binding upon the respective heirs, legal representatives, successors and assigns of the parties hereto.

EXHIBIT "B"



PARCEL: 765-04070-000
OWNER: POOL, RICHARD W SR;
POOL, JON
DEED: 94-4977

S87°03'36"E 547.32' N. LINE NW/4

P.O.C. NW COR., NW¹/₄, SEC. 29,
T-16-N. R-30-W

S1°19'56"E 312.30'

PARCEL: 765-15425-002
OWNER: WESTERN HILLS
SOUTHERN BAPTIST

S87°03'36"E 379.21'

S84°13'28"E 10.00'

S5°40'09"W 57.77'

P.O.B. UTILITY ESMT.

N5°42'09"E 515.31'

S5°40'30"W 501.39'

ELECTRIC EASEMENT
NO WIDTH GIVEN, JUST CENTERLINE
PER 641-252

40' WATER & SEWER
RIGHT-OF-WAY
PER 1323-793

N2°57'05"W 328.29'

S0°53'48"E 340.72'

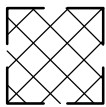
BASIS OF BEARING: ARKANSAS STATE PLANE
COORDINATE SYSTEM, NORTH ZONE, NAD 83
HORIZONTAL DATUM AND NGVD 29 VERTICAL DATUM
DETERMINED BY GPS OBSERVATION ON THE CITY OF
FAYETTEVILLE CONTROL MONUMENTS USING THEIR
PUBLISHED VALUES.

W SUMMERHOUSE LN

S SHILOH DR

PARCEL: 765-15407-001
OWNER: ARKANSAS STATE
HIGHWAY COMM
DEED: 1279-391

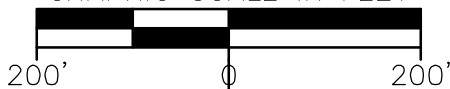
PARCEL: 765-15407-005
OWNER: PARKER, LINDSAY
DEED: 2015-29735



UTILITY EASEMENT

THIS EASEMENT SKETCH IS A REPRESENTATION OF THE SIZE,
SHAPE, AND LOCATION OF THE EASEMENT WHICH IT IS
ATTACHED; THIS DRAWING IS NOT A PLAT OF SURVEY.

GRAPHIC SCALE IN FEET



PROJECT NO.:

23100800

DRAWN BY:

T. VAN DINE

DATE:

04/24/2025

SHEET:

1 OF 1

CHECKED:

L.JOST

300 N College Ave., Suite 317
Fayetteville, Arkansas 72703



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DRAWING: \\PROFILES\JOBFILES\23100800_CATOSPGRW\INFRASTRUCTURE\SURVEY\RW-ESMT DOCS\UTILITY EASEMENT DOCS.DWG
LAYOUT: ---, LAST SAVED: L51177, 5/8/2025 3:57:37 PM
LAST PLOTTED BY: LUKE JOST, 5/9/2025 9:17:22 AM [PLOTTED BY: "VALID ON HARD COPY ONLY"]

EXECUTIVE SUMMARY

Before the acquisition, the subject property consists of a 2,566 SqFt single-family home on 26.49 acres of mixed use land.

7/17/2025	Effective Date
PHYSICAL CHARACTERISTICS	
Johnson Family Revocable Trust	Property Owner
765-15425-000	Parcel #
Fayetteville	City
AR	State
RMF-24; Residential Multi-Family / R-A; Residential - Agricultural	Zoning
2,566	SqFt - Gross Building Area
Before the Acquisition	
1,153,904	SqFt - Land
Acquisition Area	
Permanent Easement	
7,151	SqFt - Land
After the Acquisition	
1,146,753	SqFt - Land (Remainder)
7,151	SqFt - Land (Residual)
CONCLUSIONS	
\$ 5,090,000	Value Before the Acquisition
\$ 5,080,560	Value After the Acquisition
\$ 9,400	Total Value Impact of the Acquisition

Permanent Easements (WSE of 0.16 acres or 7,151 SqFt). The WSE restricts permanent construction above the easement area.

See mapping for specific locations. The permanent easement has minimal impact on the subject improvements. We assume any existing improvements (parking, paving, driveways, sidewalks, lawn) will be repaired by the city.

After the acquisition, the property rights in the permanent easement acquisition area will be split between the owner and the city. The continued use of the building does not appear to be affected by the permanent easement, and the client assures us the owners will continue to have access and use of the property.

APPRAISERS:

Zach J Holland, AR CG 2911
Dallas Bartholomew, AR RA 4412



MEETING OF NOVEMBER 25, 2025

TO: Mayor Rawn and City Council
THRU: Keith Macedo, Chief of Staff
FROM: Devin Howland, Director of Economic Vitality
SUBJECT: **AMENDMENT TO THE DOWNTOWN OUTDOOR REFRESHMENT AREA**

RECOMMENDATION:

Staff is recommending approval of an ordinance amending the boundary of the Downtown Outdoor Refreshment Area.

BACKGROUND:

Fayetteville's Downtown Outdoor Refreshment Area was established in 2020 following the State of Arkansas' passage of Act 812, which authorizes municipalities to create designated areas where alcoholic beverages may be possessed and consumed. The district currently includes more than 70 participating businesses and has operated successfully for nearly five years without issue.

The Department of Economic Development recently received a request from Matt Taylor, owner of a new restaurant located at 572 W. M.L.K. Jr Blvd, 1834 Tavern Lafayette, to participate in the ORA program. This business is currently located just outside of the open consumption district boundary and the request requires a minor amendment to the district boundary.

Staff has consulted with the Fayetteville Police Department, which expressed no concerns regarding the proposed amendment, provided that the required signage is implemented appropriately due to the property's proximity to the state right-of-way along Martin Luther King Jr. Boulevard.

DISCUSSION:

The proposed amendment to the Downtown Outdoor Refreshment Area adds an approved route along West Prairie Street and South Government Avenue, allowing 1834 Tavern Lafayette to participate in the program.

If approved by the Fayetteville City Council, staff will work closely with the property owner and the Fayetteville Police Department to ensure that adequate signage is installed to clearly indicate where patrons may and may not travel while participating in the program, given the business's proximity to state-owned right-of-way along Martin Luther King Jr. Boulevard.

BUDGET/STAFF IMPACT:

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov

ATTACHMENTS: 3. Staff Review Form, 4. ORA Map Amendment Request 12_2_25

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2025-2112

AN ORDINANCE TO AMEND § 111.07 (D) OUTDOOR REFRESHMENT AREA TO ADOPT A NEW DOWNTOWN OUTDOOR REFRESHMENT AREA BOUNDARY MAP

WHEREAS, pursuant to Ark. Code Ann. § 14-54-1412, the City has established both temporary and permanent entertainment districts permitting alcohol possession in outdoor public spaces; and

WHEREAS, 1834 Tavern Lafayette, a new restaurant recently opened in Downtown Fayetteville at 572 W. Martin Luther King, Jr. Blvd., is just outside the boundary of Fayetteville's Downtown Outdoor Refreshment Area and staff recommends amending the map to enable this new business to participate in the Outdoor Refreshment Area Program.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby amends subsection (D) of **§ 111.07 Outdoor Refreshment Area** of the Fayetteville City Code adopting a new Downtown Outdoor Refreshment Area boundary map as shown in Exhibit 1 attached to this Ordinance.

City of Fayetteville Staff Review Form

2025-2112

Item ID

12/2/2025

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

Devin Howland

10/14/2025

ECONOMIC DEVELOPMENT (050)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

STAFF IS RECOMMENDING APPROVAL ON AN ORDINANCE AMENDING THE BOUNDARY OF THE DOWNTOWN OUTDOOR REFRESHMENT AREA.

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:

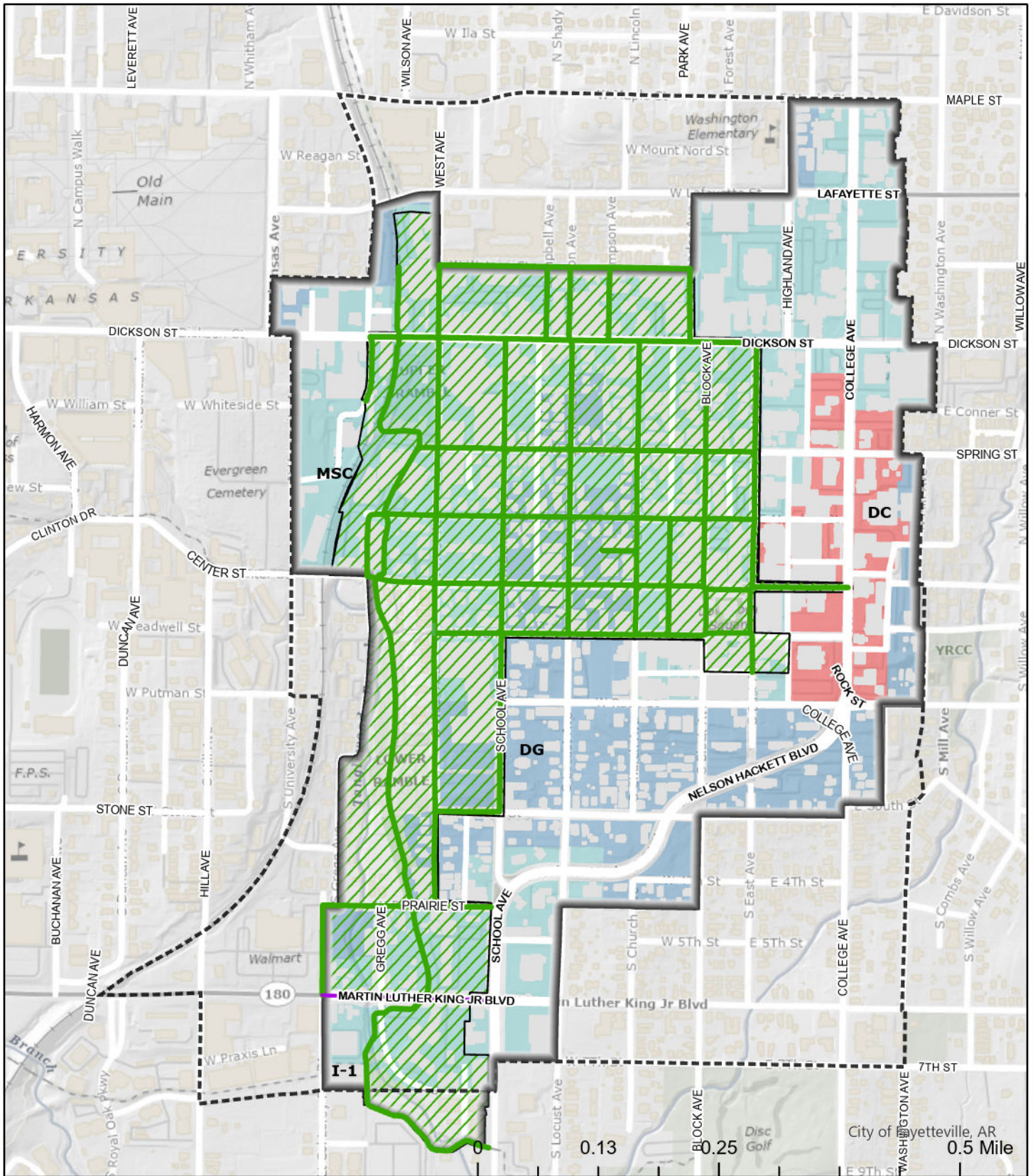
Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:



- ARDOT ROW
- Route
- Open Consumption District
- Adopted ORA Area
- Adopted Cultural Arts District



Exhibit 1

Fayetteville Outdoor Refreshment Area (ORA)

With Zoning - Fayetteville, AR



**CITY OF
FAYETTEVILLE
ARKANSAS**

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

Created: 10/13/2025
Path: Path: G:\GIS2\Projects\2020\ORA\ORA.aprx\Cultural Arts District Map



MEETING OF NOVEMBER 25, 2025

TO: Mayor Rawn and City Council

THRU: Keith Macedo, Chief of Staff
Jonathan Curth, Development Services Director
Jessica Masters, Planning Director

FROM: Willa Thomason, Urban Forester

SUBJECT: **ADM-2025-0031 Administrative Item (AMEND UDC 167.04, TREE PRESERVATION AND PROTECTION, UDC 167.05, TREE PROTECTION MEASURES AND CONSTRUCTION):**

RECOMMENDATION:

City Staff and Planning Commission recommend approval of ADM-2025-0031.

BACKGROUND:

In 2024, the City Council adopted a new Urban Forestry Management Plan (UFMP) to provide a ten-year strategic plan to preserve and expand the City's tree canopy. The overall benefits of canopy preservation and expansion acknowledged in the UFMP include carbon sequestration, reduction of urban heat islands, energy savings, reduction of stormwater runoff, improvement of air quality, enhancement of human health and wellness, and an increase in property values. Five guiding principles and 15 goals were established following an analysis of baseline data from a 2022 independent arborist assessment of the citywide urban forest, and internal and external stakeholder input. Through this analysis, preservation and protection of existing trees was identified as a high priority.

Among the challenges to continued preservation and expansion of Fayetteville's urban forest identified in the 2024 Management Plan was the need for updated tree-preservation policy aligned with best practices and City priorities. In Appendix D, Ordinance Evaluation, the need to provide incentives for tree preservation rather than mitigation was established as a top priority.

These proposed ordinance changes seek to clarify existing policy, as suggested in Appendix D, and to address Goal C2, to "update or amend tree-related ordinances to support the citywide canopy cover goal and other goals in the plan." Priority actions to support this goal include developing incentives to preserve existing canopy rather than opting for mitigation, and conservation and protection of significant green spaces through protective easements and other development provisions.

Amendments to bring the Unified Development Code (UDC) into alignment with the UFMP are recommended to:

- 167.04(H)(4) *Analysis Report* to implement a requirement for projects not meeting their minimum canopy requirement on-site to submit an analysis report prepared by an International Society of

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Arboriculture (ISA)-certified arborist.

- 167.04(L) *Continuing Preservation and Protection Under Approved Tree Preservation Plans and Tree Preservation Easements* to add clarifying subsection titles, and to create a new subsection describing the extent of activity permitted within a tree preservation easement.
- 167.05(B) *Tree Protection* to clarify and strengthen the City of Fayetteville's tree protection standards.
- 167.04(A)(8) *Parking Lots* to clarify the tree preservation plan requirements for parking lot permit applications.
- 167.04(A)(9) *Hillside/Hilltop Overlay District* to clarify the tree preservation plan requirements for applicants seeking building or grading permits within the HHOD. This change is needed following the 2024 amendment to §167.04 that introduced the abbreviated tree preservation plan requirement for projects between 1,200 and 6,000 sq. ft. of impervious surface.
- 167.04(A)(10) *Grading Permit* to clarify the tree preservation plan submittal requirements for grading permits on projects not required to go through the development process.
- 167.04(C) *Canopy Area* requiring all zoning districts within the HHOD to submit a tree preservation plan, rather than just those with residential and C-1 designations.
- 167.04(H)(1)(d) to clarify the location within the UDC of the definition of "significant trees".

The proposed amendments to the City's Tree Preservation and Protection code directly support the overarching policy that "preservation shall be the first, best, and standard approach." Requiring an ISA-certified arborist to prepare an analysis report for projects that cannot meet their on-site canopy requirements (§167.04(H)(4)) ensures a higher level of professional accountability and informed decision-making regarding tree loss. Clarifications to preservation easement standards (§167.04(L)) and strengthened tree protection fencing measures (§167.05(B)) will provide clearer guidance and more enforceable protections for existing canopy. A scrivener's error correction will clarify the tree preservation plan requirements for parking lot permit applications (§167.04(A)(8)). Updates to HHOD-related requirements (§167.04(A)(9), §167.04(C)) expand preservation planning in environmentally sensitive areas, ensuring that development in vulnerable terrains does not come at the expense of long-term ecological health. The update to tree preservation plan requirements for grading permits on projects not required to undergo the development review process (§167.04(A)(10)) specifies that an abbreviated tree preservation plan, rather than a standard tree preservation plan, is required. Finally, improved clarity around the definition and location of "significant trees" (§167.04(H)(1)(d)) reinforces the value of preserving high-impact trees across all projects.

Together, these amendments close critical gaps in the City's regulatory framework, aligning code implementation more closely with the intent of §167—to preserve the existing tree canopy as a key public asset and environmental resource.

Public Comment: Staff and the Planning Commission received comments in support of and in opposition to these proposed code changes. Those in support spoke in favor of preservation of the existing urban canopy, expressing the importance of increasing tree preservation throughout the City, particularly in the HHOD. Those in opposition expressed concerns about the potential costs and time added to projects required to hire an ISA-certified arborist, as well as skepticism regarding an ISA-certified arborists qualifications to evaluate civil plans.

DISCUSSION:

The proposed amendments were first heard by the Planning Commission at the July 28, 2025 meeting, where the proposal was tabled at staff's request to afford additional time for legal vetting and public awareness. Further consideration occurred at the August 11th and August 25th Planning Commission meetings, including commentary from a prominent local arborist, before the item was indefinitely tabled. Forestry staff then met with the Planning Commission's Long-Range Planning Subcommittee on September 18th to discuss commissioner concerns and questions, after which updates and edits were made. Input sought from potential

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stakeholders throughout the public hearing process saw several changes made in response.

At the October 27, 2025 Planning Commission meeting, Commissioner Werner made a motion to bring the item back from the table, with Commissioner Madden offering the second. The item was reopened with a vote of 8-1-0, and a vote of 7-2-0 forwarded this item to the City Council with a recommendation of approval. Commissioner Gulley made the motion with Commissioner Werner offering the second. Commissioners Payne and Brink were opposed. Commissioners in support of the proposed amendments argued that the requirement to contract an ISA-certified arborist to evaluate site plans when minimum tree preservation requirements have not been met is not a burdensome requirement, and that they do not consider the local pool of ISA-certified arborists to be particularly small. Additionally, Commissioners in support of this item cited that the involvement of an ISA-certified arborist early on in the site design process should limit the need to modify designs later on. Multiple Commissioners who voted both in support of and in opposition to these amendments voiced concerns that the phrase "development activities" may be interpreted by staff to mean something different to "development" as defined in UDC §151. Commissioner Brink, who voted in opposition to the proposed code changes, voiced concerns that there is not an adequate labor pool of arborists to complete the potential volume of reports developers will request. Two members of the public spoke at the meeting, both in favor. Public comments are summarized above, and written comments are attached to the staff's packet.

BUDGET/STAFF IMPACT:

N/A

ATTACHMENTS: 3. Exhibit A - Proposed Ordinance (Clean), 4. Exhibit B - Proposed Ordinance (Strikethrough), 5. Exhibit C - Public Comment

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City of Fayetteville, Arkansas

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

Legislation Text

File #: 2025-2259

AN ORDINANCE TO ALIGN THE UNIFIED DEVELOPMENT CODE WITH THE URBAN FORESTRY MANAGEMENT PLAN BY AMENDING § 167.04, TREE PRESERVATION AND PROTECTION AND § 167.05, TREE PROTECTION MEASURES AND CONSTRUCTION

WHEREAS, on December 4, 2024, City Council passed Resolution 298-24 adopting the Urban Forestry Management Plan to provide a ten-year strategic plan to preserve and expand the City's tree canopy and recommend updates to the City's tree preservation policies; and

WHEREAS, priority actions include developing incentives to preserve existing canopy rather than opting for mitigation, and conservation and protection of significant green spaces through protective easements and other development provisions.; and

WHEREAS, on October 27, 2025, the Planning Commission recommended approval of all amendments by a vote of 7-2.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby amends § 167.04, **Tree Preservation and Protection** by repealing it in its entirety and enacting a replacement § 167.04 as shown in Exhibit A attached hereto.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby amends § 167.05, **Tree Protection Measures and Construction** by repealing it in its entirety and enacting a replacement § 167.05 as shown in Exhibit A attached hereto.

CHAPTER 167: TREE PRESERVATION AND PROTECTION

167.04 Tree Preservation And Protection During Development

(A) *Applicability.* The provisions of this section shall apply to proposed developments as defined by the Unified Development Code as follows:

- (1) *Large Scale Developments.*
- (2) *Large Site Improvement Plan.*
- (3) *Small Site Improvement Plan.*
- (4) *Preliminary Plat.*
- (5) *Final Plat.*
- (6) *Concurrent Plat.*
- (7) *Planned Zoning Districts.*
- (8) *Parking Lots.* Tree preservation requirements apply to all permit applications for the construction of parking lots with five (5) or more spaces. An abbreviated tree preservation plan, as set forth in §167.04(H)(3), shall be submitted with the application for permits on projects that are not required to go through the subdivision or large scale development process.
- (9) *Hillside/Hilltop Overlay District.* An abbreviated tree preservation plan, as set forth in §167.04(H)(3), shall be submitted for projects located within the Hillside/Hilltop Overlay District that are not required to go through the development review process.
- (10) *Grading Permit.* An abbreviated tree preservation plan, as set forth in §167.04(H)(3), shall be submitted with the application for grading permits on projects that are not required to go through the development process.
- (11) *Building Permits.* Tree preservation requirements apply to all permit applications for developments of greater than 1,200 square feet of impervious area. An abbreviated tree preservation plan, as set forth in §167.04 (H)(3), shall be submitted with the application for building permits on projects that are not required to go through the subdivision, large scale development, or site improvement plan process. There shall be no land disturbance, grading, or tree removal until an abbreviated tree preservation plan has been submitted and approved, and the tree protection measures at the site inspected and approved.
- (12) *Exemptions.* Projects not listed above or not impacting tree canopy are not required to submit a tree preservation plan or review from Urban Forestry.
 - (a) Person seeking to construct 1,200 square feet or less of impervious area are specifically exempt from the provisions of this section except when the land is located within the Hillside/Hilltop Overlay District; then all the provisions of this ordinance shall apply.
 - (b) Structural changes to buildings located in the Hillside/Hilltop Overlay District that do not result in an enlargement of the building footprint or roof dripline shall not require an abbreviated tree preservation plan.

(B) *Tree Preservation Criteria.* The Urban Forester shall consider the following factors, and any other relevant information, when evaluating tree preservation plans:

- (1) The desirability of preserving a tree or group of trees by reason of age, location, size, or species.
- (2) Whether the design incorporates the required tree preservation priorities.

- (3) The extent to which the area would be subject to environmental degradation due to removal of the tree or group of trees.
- (4) The impact of the reduction in tree cover on adjacent properties, the surrounding neighborhood and the property on which the tree or group of trees is located.
- (5) Whether alternative construction methods have been proposed to reduce the impact of development on existing trees.
- (6) Whether the size or shape of the lot reduces the flexibility of the design.
- (7) The general health and condition of the tree or group of trees, or the presence of any disease, injury, or hazard.
- (8) The placement of the tree or group of trees in relation to utilities, structures, and the use of the property.
- (9) The need to remove the tree or group of trees for the purpose of installing, repairing, replacing, or maintaining essential public utilities.
- (10) Whether proposed roads and proposed utilities are designed in relation to the existing topography, and routed, where possible, to avoid damage to existing canopy.
- (11) Construction requirements of on-site and off-site drainage.
- (12) The effects of proposed on-site mitigation or off-site alternatives.
- (13) The effect other chapters of the Unified Development Code, or city policies have on the development design.
- (14) The extent to which development of the site and the enforcement of this chapter are impacted by state and federal regulations.
- (15) The impact a substantial modification or rejection of the application would have on the applicant.

***Note—**The above items are not presented in any particular order of importance. The weight each is given will depend in large part on the individual characteristics of each project.

- (C) *Canopy Area.* In all proposed developments that are required to submit a tree preservation plan or abbreviated tree preservation plan, trees shall be preserved as outlined in Table 1 under Percent Minimum Canopy, unless the applicant has been approved for on-site mitigation or off-site alternatives as set forth in §167.04(I) and (J) below. The square foot percentage of canopy area required for preservation in new development is based on the total area of the property for which the applicant is seeking approval, less the right-of-way and park land dedications. An applicant shall not be required to plant trees in order to reach the percent minimum canopy requirement on land where less than the minimum exists prior to development.

Table 1 Minimum Canopy Requirements	
ZONING DESIGNATIONS	PERCENT MINIMUM CANOPY
R-A, Residential — Agricultural (nonagricultural uses)	25%
RSF-.5, Single-family Residential — One-Half Unit per Acre	25%
RSF-1, Single-family Residential — One Unit per Acre	25%
RSF-2, Single-family Residential — Two Units per Acre	20%
RSF-4, Single-family Residential — Four Units per Acre	25%
RSF-7, Single-family Residential — Seven Units per Acre	20%
RSF-8, Single-family Residential — Eight Units per Acre	20%

RSF-18, Single-family Residential — Eighteen Units per Acre	20%
R-O, Residential — Office	20%
RI-12, Residential Intermediate — Twelve Units Per Acre	20%
RI-U, Residential Intermediate — Urban	15%
RMF-6, Multi-family Residential — Six Units per Acre	20%
RMF-12, Multi-family Residential — Twelve Units per Acre	20%
RMF-18, Multi-family Residential — Eighteen Units per Acre	20%
RMF-24, Multi-family Residential — Twenty-Four Units per Acre	20%
RMF-40, Multi-family Residential — Forty Units per Acre	20%
NS-L, Neighborhood Services — Limited	20%
NS-G, Neighborhood Services — General	20%
C-1, Neighborhood Commercial	20%
CS, Community Services	20%
C-2, Thoroughfare Commercial	15%
UN, Urban Neighborhood	15%
UC, Urban Corridor	20%
UT, Urban Thoroughfare	15%
C-3, Central Business Commercial	15%
DC, Downtown Core	10%
MSC, Main Street Center	10%
DG, Downtown General	10%
NC, Neighborhood Conservation	20%
I-1, Heavy Commercial and Light Industrial	15%
I-2, General Industrial	15%
P-1, Institutional	25%
PZD, Planned Zoning District (HHOD)	25% (30%)

All zoning districts within the Hillside/Hilltop Overlay District shall have their percent minimum canopy requirements increased by 5%.

(D) *Prior Tree Removal.*

- (1) If trees have been removed below the required percent minimum canopy within the five (5) years preceding application for a development, the site must be forested to meet the Percent Minimum Canopy requirements set forth in Table 1, plus an additional 10% of the total area of the property for which the applicant is seeking approval, less the right-of-way and park land dedications. The number of trees required to be planted shall be calculated using the base density for high priority trees.
- (2) *Waiver.* If an applicant is able to demonstrate to the Planning Commission's satisfaction that the trees were removed for a bona fide agricultural purpose, and not with the intent to thwart enforcement of this chapter, the additional 10% reforestation requirement shall be waived.

(E) *Tree Preservation Priorities.*

- (1) *Percent Minimum Canopy.* Proposed designs must meet the percent minimum canopy requirements for the particular zoning designation, emphasizing the preservation and protection of high priority trees on the site. Trees in existing and not to be vacated utility easements shall not be counted toward the percent minimum canopy requirement and such utilities shall be routed, wherever possible, to avoid existing canopy.

-
- (2) *Existing Natural Features.* Each design shall consider the existing natural features of the site, the preservation priorities for the trees, and the impact their proposed removal may have both on and off-site.
 - (3) *Priority Trees.* The preservation and protection of high priority trees shall be enforced most stringently to meet the minimum percentage of canopy preservation. High priority trees are alive, healthy, greater than or equal to an 8-inch diameter at breast height for large and medium species of trees. High priority for small species of trees is greater than or equal to a 4-inch diameter. Low priority trees are invasive species or unhealthy as determined by a tree care professional pursuant to §167.07. Low priority trees are less than an 8-inch diameter at breast height for larger and medium species and less than a 4-inch diameter at breast height for smaller trees species.

(F) *Tree Preservation Requirements for Proposed Residential and Non-Residential Developments.*

- (1) *Residential Developments.* The percent minimum canopy in residential developments shall be located in areas that have the least possibility of impact as public infrastructure and proposed utilities are installed and homes built. The intent is to leave undisturbed as many existing trees as possible for the use and enjoyment of prospective lot owners. Residential developments requesting tree removal below the percent minimum canopy requirement may choose either residential on-site mitigation, or to contribute to the Tree Escrow Account as set forth in §167.04(J)(4)(a). Trees in existing and not to be vacated utility easements shall not be counted toward the percent minimum canopy requirement, and such proposed utilities shall be routed to avoid existing canopy and shall count toward the percent minimum canopy requirement.
- (2) *Nonresidential Developments.* Two (2) options are available for establishing a tree preservation plan for the development of nonresidential developments. The Urban Forester shall recommend to the Planning Commission the option that will potentially preserve the largest amount of high priority canopy based upon the tree preservation criteria set forth in §167.04(B) above.
 - (a) *Preservation Plan for Entire Development.* The developer may choose to preserve the percent minimum canopy required for the entire development. With this option, the preserved canopy shall be located in areas that will not be impacted by future development of the individual lots. Canopy to be preserved shall be noted on the final plat, and shall be protected as set forth in §167.04(L) below. Should the entire percent minimum canopy requirement for the site be so protected, the preserved canopy shall be placed in a tree preservation easement and the final plat shall include a statement that the individual lots, as represented thereon, shall not require separate tree preservation plans.
 - (b) *Preservation Plan for Infrastructure Only.* The developer, in consultation with city staff, shall delineate the area required for the construction of the infrastructure and improvements for the development. This area should include street rights-of-way, and utility and drainage easements. Proposed lot lines, streets, and easements shall be located to avoid placing a disproportionate percentage of existing canopy in any one (1) proposed lot. This option shall not allow the removal of trees during the grading of individual lots, unless shown by the developer to be essential to the project's engineering design. The developer will be required to compensate for the canopy removed from defined individual lots by making the appropriate payment into the Tree Escrow Account. On all other areas of the development, the developer shall protect the existing canopy during the construction phase in accordance with §167.05 below. The final plat shall include a statement that the individual lots shall require separate tree preservation plans.

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- (3) *Hillside/Hilltop Overlay District.* Individual parcels or lots located within the Hillside/Hilltop Overlay District boundary shall submit a tree preservation plan or an abbreviated tree preservation plan as set forth in §167.04(H)(3) indicating the location of the structure and the preservation of the minimum tree canopy requirement.
 - (4) Developers have the option of creating cluster development, such as a Planned Zoning District, which would encourage more open space and tree preservation. In this pattern of development, the trees preserved or open space on each lot can be transferred to a larger Tree Preservation Easement instead of individual lots required to meet minimum percent requirements. The Tree Preservation Easements shall be clearly depicted on easement plats or final plats.

(G) *Initial Review.*

- (1) *Meeting with the Urban Forester.* It is strongly recommended that prospective applicants meet with the Urban Forester for an initial review of the proposed tree preservation plan for the site prior to submitting a proposed development to the city. During the initial review, the Urban Forester shall make recommendations to ensure the proposed subdivision or development complies with the requirements of this chapter. These recommendations shall be nonbinding. However, applicants proceed at the risk of higher costs and longer approval times due to changes required by a noncompliant submittal should they choose not to have the initial review or to disregard the recommendations of the Urban Forester.
- (2) *Confirmation.* The Urban Forester shall document whether the applicant participated in the initial review meeting in the Tree Preservation and Protection staff report given to applicants going through the development review process. If the applicant chooses to attend an initial review meeting, the staff report shall also document any recommendations made. The Urban Forester shall ensure that a copy of the report or email becomes part of the permanent file for the project.

(H) *Submittal of Plans.* Applicants should bear in mind that all plans will be evaluated according to the tree preservation criteria and percent minimum canopy requirements as set forth under §167.04(B) and (C).

- (1) *Tree Preservation Plan.* On sites with existing tree canopy, the applicant shall conduct a tree preservation analysis to determine the approximate age, health, size and species distribution of the trees, noting each on a tree preservation plan, and clearly showing the locations and types of all natural features on a site, including features 100 feet beyond the property lines. The tree preservation plan shall also specifically depict the applicable preservation priority level for each tree or group of trees on the site. The plan should include, but not be limited to, delineation of the following features as they exist on the site:
 - (a) The existing topography of the site highlighting slopes of 15% or greater, and indicating the natural drainage patterns;
 - (b) The property line boundaries of the site;
 - (c) Soils identified according to the Unified Soil Classification System;
 - (d) Any significant trees, as defined in Chapter 151: Definitions existing on the site, and the location of trunks, spread of the canopy, species, diameter at breast height (DBH), and the overall health of each significant tree;
 - (e) Groupings of trees, delineating the edges of the overall canopy, noting the predominate species, average height, diameter at breast height (DBH), and general health of the trees.
 - (f) All existing utilities and utility easements;

-
- (g) All features, including trees, buildings, perennial and intermittent streams and creeks that exist on the site or within 100 feet of the limits of disturbance;
 - (h) Floodplains and floodways on the site;
 - (i) All existing rights-of-way within and surrounding the project site, including any designated trails or bike paths; and,
 - (j) Any other factors that may impact the design of the site.
- (2) *Additional Tree Preservation Plan Content.* The applicant shall indicate all proposed site improvements, and delineate in the tree preservation plan the trees to be retained on-site, and the measures to be implemented for their protection. These measures shall include, but need not be limited to, fencing, limits of root pruning, as well as restrictions on traffic and material storage. The plan shall also clearly depict the limits of soil disturbance to include all areas to be graded both on and off-site, as well as the proposed location of utilities. The applicant should consult the City of Fayetteville Tree Preservation, Protection and Landscape Manual for details, examples and specific checklists. Examples can be provided upon request to the Urban Forester.
- (3) *Abbreviated Tree Preservation Plan.* Applicants requesting approval of development projects for between 1,201 to 10,000 square feet of impervious area that require building permits, grading, or parking lot permits, but that do not fall under the requirements for developments required to go through the development review process of Technical Plat Review Committee, and/or Planning Commission, shall prepare and submit an abbreviated tree preservation plan. The information for an abbreviated tree preservation plan may be combined with the site plan, plat drawing, or grading plan. The applicant is expected to show the general location of all existing groups of trees, individual significant trees, and to clearly depict the limits of soil disturbance to include all areas to be graded, both on and off-site, as well as the proposed location of utilities. Protective measures such as fencing, limits of root pruning, restriction on traffic and materials storage shall be depicted on the plan. A preliminary site visit with the Urban Forester is highly recommended before applying for any of the above-mentioned permits. The applicant should consult the City of Fayetteville Tree Preservation, Protection, and Landscape Manual for details, and specific checklists. Applicants submitting abbreviated tree preservation plans shall not be required to submit an analysis report, nor shall they be required to hire architects, engineers, or landscape architects to prepare the abbreviated tree preservation plan.
- (4) *Analysis Report.* The applicant shall submit an analysis report prepared and signed by an International Society of Arboriculture (ISA)-certified arborist when minimum percent canopy is not met. The report shall include the following:
- a) *Tree Health and Structure Evaluation.* The arborist shall conduct a Level 1: Limited Visual Assessment of the site. In conjunction with the site plan provided by the design professional, the arborist shall conduct, at their discretion, a Level 2: Basic Assessment or Level 3: Advanced Assessment of significant trees, as defined in §151, shown to be removed or impacted by the proposed development, and preserved trees showing signs of disease or damage.
 - b) *Feasibility of Preservation:* Site constraints preventing preservation (e.g. topography, utility conflicts), evaluation of design modifications that could increase tree retention, and tree protection measures explored and their viability.
 - c) *Recommendations and Justification:* Summary of why minimum preservation cannot be met, and a recommended course of action.
- On sites where invasive tree species, as defined in §177.09, are present, or where existing canopy is of low quality or limited extent, as determined by the urban forester, urban

forestry staff may modify this requirement to prioritize the preservation of high-quality, non-invasive tree species.

- (5) *Grading and Utility Plans.* All subsequent grading and utility plans shall depict Tree Preservation Areas, preserved trees, and the physical limits of all protective measures on site required during construction.
- (6) *Submittal Requirements.* The applicant shall submit a tree preservation plan. Development plans with removal of tree canopy below percent minimum canopy shall submit an analysis report to the Urban Forester, concurrently with their tree preservation plan. Applicants submitting abbreviated tree preservation plans shall not be required to submit analysis report.
- (7) *Tree Preservation Easements.* The City of Fayetteville shall encourage the use of Tree Preservation Easements for the added protection of trees preserved to meet percent minimum canopy requirements or trees planted, in those instances where such would be of mutual benefit to the applicant and the City of Fayetteville.

(I) *Request for On-Site Mitigation.*

- (1) *Timing of Request for On-Site Mitigation.* Requests to remove trees below the percent minimum canopy requirement must be incorporated with the applicant's tree preservation plan.
- (2) *Plan Requirements.* The tree preservation plan must graphically represent the species and location for all existing trees on-site. It shall also include a chart clearly stating the following information:
 - (a) The number of trees requested for removal;
 - (b) The percentage below the percent minimum canopy requirement they represent; and
 - (c) The species and number of trees to be planted based on the forestation requirements below.
- (3) *Planting Details and Notes.* Planting details and notes shall be included on the tree preservation plan or landscape plan as set forth in the City of Fayetteville Tree Preservation, Protection, and Landscape Manual.
- (4) *Forestation Requirements.* The number and species of trees required for forestation shall be based upon the quality of the canopy lost:
 - (a) *High Priority Canopy.* When removing high priority canopy below the percent minimum canopy required, the canopy square footage removed shall be forested at a base density of two hundred (200), 2-inch caliper trees per acre removed.
 - (b) *Low Priority Canopy.* When removing low priority canopy below the percent minimum required, the canopy square footage removed shall be forested at a base density of one hundred (100), 2-inch caliper trees per acre removed.
- (5) *Base Density.* Compensating for the environmental damage caused by removing tree canopy shall be accomplished by forestation on a per acre basis. The base density formula used above is based on 2-inch caliper trees. However, the urban forester may approve the use of trees with less than 2-inch caliper for the planting of smaller tree species required by spatial constraints on the site. In such cases, the number of trees to be planted may be adjusted in accordance with the species table to be found in the City of Fayetteville Tree Preservation, Protection, and Landscape Manual.
- (6) *Preferred Species.* All trees to be planted shall be species native to the Ozark region or native cultivars, when available, or selected from the list of preferred tree species set forth

in the City of Fayetteville Tree Preservation, Protection and Landscape Manual. Species selection shall be based upon the amount of space available for proper growth on the site, and must be approved by the Urban Forester.

- (7) *Placement of Trees.* The applicant is expected to plant trees in locations on the site where the environmental benefits of canopy cover are most likely to offset the impact of development. Trees shall not be placed within utility easements, or in other locations where their future protection cannot be assured.
- (8) *Residential On-Site Mitigation.* Applicants requesting on-site mitigation for residential developments shall comply with all the provisions of §167.04(I), as well as the following:
 - (a) The applicant's mitigation plan shall meet or exceed the required number of mitigation trees based on the forestation requirements as set forth at §167.04(I)(4).
 - (b) All plans requesting residential on-site mitigation shall include a binding three (3) year maintenance and monitoring plan, which shall hold the applicant responsible for the health of all planted trees.
 - (i) Approval of a plan requesting residential on-site mitigation shall be contingent upon the applicant depositing with the city an irrevocable letter of credit in an amount equal to the estimated cost of materials and labor for all trees at the time of planting. The irrevocable letter of credit must cover the entire three (3) year maintenance and monitoring period. Applicant shall submit cost estimates to the Urban Forester for approval.
 - (ii) Upon completion of the three (3) year landscape establishment period, the Urban Forester shall inspect the site and determine whether 90% of the trees are healthy and have a reasonable chance of surviving to maturity. Upon such a finding, the city shall release the letter of credit.
 - (iii) In the absence of such a finding, the applicant shall be notified to replace any unhealthy or dead trees, or take other appropriate action as approved by the Urban Forester. If the applicant does not take remedial steps to bring the property into compliance, the city shall use the necessary moneys from the landscape establishment guarantee to do so.
 - (iv) In the event trees are injured or destroyed by natural disasters, including but not limited to, tornadoes, straight-line winds, ice storms, fire, floods, hail, or lightning strikes, or through the independent actions of third parties, the applicant shall be relieved of the responsibility of replanting the tree or trees so affected.
 - (c) Developers requesting mitigation trees be planted along the street right-of-way of residential developments shall submit a landscape plan that complies with the standards outlined in the City of Fayetteville Tree Preservation, Protection, and Landscape Manual in order to ensure that new trees planted are of the highest quality, require low maintenance, and do not interfere with public safety. The species of trees to be planted shall be selected from the approved street tree species list, or be otherwise specifically approved by the Urban Forester. The applicant's mitigation plan for planting street trees shall describe in detail the method for tracking the development of the individual lots, which shall best ensure that required number and species of mitigation trees are planted.
- (9) *Request for On-Site Mitigation Alternatives (Green Roofs or Green Façades).*
 - (a) *Intent.* The intent is to allow previously developed sites with at least 50% existing impervious area and limited space for planting trees to use on-site mitigation alternatives to meet the mitigation requirements and still contribute beneficial plant materials that provide positive ecosystem services.

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- (b) *Applicability.* On-Site Mitigation Alternatives shall only be allowed as alternatives to planting trees in form-based zoning districts that allow for mixed-use and do not have a building area maximum requirement. On-Site Mitigation Alternatives may not be utilized on sites that have adequate space to meet landscape requirements.
 - (c) *Timing of Request for On-Site Mitigation Alternatives.* Requests for on-site alternatives must be incorporated and submitted concurrently with the applicant's tree preservation plan.
 - (d) *Intensive Green Roof.* A green roof with 6 inches or greater soil medium that can sustain plant species with deeper root systems.
 - (e) *Extensive Green Roof.* A green roof with 2 to 5 inches of soil medium that can sustain plant species with shallow root systems.
 - (f) *Green Façade.* A green façade is created by growing climbing plants up and across the façade of a building, either from plants grown directly in the ground or a large container of at least 12 inches of soil medium. Plants can attach directly to the building or be supported with a 12-inch by 12-inch trellis system connected to the building.
 - (g) *Mitigation Alternative Calculations.* The applicant's plan to install an extensive green roof, intensive green roof, and green façade in lieu of a mitigation tree shall be based from square footage of tree canopy.
 - (i) The calculation for an extensive green roof shall be based from a ratio of 1 square foot of tree canopy to 2.5 square feet of extensive green roof.
 - (ii) The calculation for an intensive green roof shall be based from a ratio of 1 square foot of tree canopy to 1.4 square feet of intensive green roof.
 - (iii) The calculation for a green façade shall be done based from a ratio of 1 square foot of tree canopy to 2.5 square feet of green façade.

(J) *Request for Off-Site Alternatives.*

- (1) *Timing of Request for Off-Site Alternatives.* Requests for off-site alternatives must be incorporated in, and submitted concurrently with the applicant's tree preservation plan.
- (2) *Off-Site Preservation.* The applicant may seek approval of the Urban Forester to preserve an equal or greater amount of canopy cover at a site within the city limits.
- (3) *Off-Site Forestation.*
 - (a) If off-site preservation cannot be achieved, the applicant may seek approval from the Urban Forester to plant the required number of trees on another site owned by the applicant and located within the city limits. A tree preservation easement must be conveyed concurrently with or prior to submission of a final plat by the applicant to the city to protect any off-site preservation or forestation and the legal description of the tree preservation easement shall also appear on the final plat.
 - (b) An applicant may plant and maintain mitigation trees needed for the applicant's development as to fulfill the obligation set forth in Chapter 167, Tree Preservation and Protection, in a nearby city park or public right-of-way if expressly approved by City Council resolution. The City Council shall seek advice from the Urban Forester, Parks and Recreation Department staff and citizens about the advisability of forestation of the nearby city park and may apply express conditions including requiring irrigation to be installed and regular maintenance to be performed by the applicant.
- (4) *Tree Escrow Account.* Tree preservation on-site is always the preferred option, with on-site mitigation, off-site preservation, off-site forestation, and on-site mitigation alternatives to be considered in descending order only if the more preferred option cannot be fully achieved. If none of these options can completely fulfill a developer's obligation under this Tree

Preservation and Protection Chapter, the developer shall pay into the City Tree Escrow Account \$250.00 for each tree required to meet the Base Density requirements which fairly represents the costs of material and labor to plant a tree. The developer shall also pay into the Tree Escrow Fund \$425.00 as three (3) years of maintenance costs to ensure each tree survives for that period of time. Tree planting and maintenance costs should be reviewed at least every four (4) years to ensure it remains the fair market costs for tree planting and maintenance for three (3) years.

- (a) Developments proposed as building permits under Level 2 as outlined in §166.02 (E)(2) are eligible for contribution to the tree escrow account as an option.
- (b) Residential developments which cannot achieve the base density tree requirements through preservation or mitigation shall contribute to the Tree Escrow Account. The city shall use the money paid into the Tree Escrow Account to plant trees within the development along rights-of-way detention ponds, common areas or other areas where trees can be protected and have a high probability of survival to a mature tree. This shall be accomplished once the development is built out or as approved by the Urban Forester.
- (c) Money contributed in lieu of on-site mitigation or off-site forestation shall be paid prior to issuance of a building permit on all commercial, industrial, or multi-family residential buildings and prior to final plat acceptance for all residential and non-residential subdivisions.
- (d) Money contributed under this section:
 - (i) May be used for canopy mitigation, including planting site identification, tree acquisition, planting, and maintenance, utilizing either city staff or contract labor;
 - (ii) Shall not revert to the general fund for ongoing operations.
- (e) If it is not possible to plant trees within the development, planting locations will be sought in appropriate sites within a 1 mile radius of where the original project is located, but if this cannot be achieved, the moneys shall be used to plant the trees in the park quadrant in which the development took place, or pursuant to §167.04(J)(2) and (3). Data extracted from the urban forest analysis should be consulted when identifying appropriate locations to plant escrow funded trees.
- (f) The City of Fayetteville shall refund the portion of the money contributed under this section, including the accrued interest that has not been expended seven (7) years from the date of the contribution. Interest shall be based on a 4% annual rate.
- (g) Refunds shall be paid to the present owner of the property that was the subject of new development and against which the fee was assessed and collected.
- (h) Notice of the right to a refund, including the amount of the refund and the procedure for applying for and receiving the refund, shall be sent or served in writing to the applicant no later than thirty (30) days after the date which the refund becomes due. The sending by regular mail of the notices to the applicant shall be sufficient to satisfy the requirement of notice.
- (i) The refund shall be made on a pro rata basis and shall be paid in full no later than ninety (90) days after the date certain upon which the refund becomes due.
- (j) At the time of the contribution to the Tree Escrow Account, the Urban Forester shall provide the applicant with written notice of those circumstances under which refunds of such fees will be made. Failure to deliver such written notice shall not invalidate any contribution to the Tree Escrow Account under this ordinance.

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- (K) *Tree Preservation Plan Review Form.* The Urban Forester shall use a standardized form for all recommendations or administrative determinations made regarding an applicant's tree preservation plan.
- (1) The form shall clearly indicate whether the Urban Forester is making a final administrative determination, or a recommendation to the Planning Commission or City Council.
 - (2) The form shall also clearly indicate the applicant's plan is "APPROVED," "DISAPPROVED," or "CONDITIONALLY APPROVED," and explain the reasoning therefore.
 - (3) A statement shall appear on the form explaining the process by which a final administrative determination may be appealed in accordance with Chapter 155 of the Unified Development Code.
 - (4) The Urban Forester shall sign and date the form, and ensure that a copy becomes part of the permanent file for the project.
- (L) *Continuing Preservation and Protection Under Approved Tree Preservation Plans and Tree Preservation Easements.*
- (1) Tree Preservation Easement Dedication. Large scale developments, large site improvements, and commercial preliminary plats are required to dedicate a tree preservation easement, if any existing trees are to be preserved. The tree preservation easement shall be the size of the minimum canopy preservation requirement, if possible. If the minimum tree preservation canopy is not available, the applicant will not be required to dedicate the minimum canopy preservation. The applicant will have to dedicate a tree preservation easement that is agreed upon with The Urban Forester. In order to ensure that an applicant's heirs, successors, assigns, or any subsequent purchasers of the subject property are put on notice as to the existence and extent of approved tree preservation easements which shall be clearly depicted and noted on the easement plats for large scale developments, large and small site improvements, commercial final plats, and any plats with a tree preservation easement. This shall be accompanied by a narrative statement describing the nature of the protection afforded and bearing the signature of the Urban Forester. If it is impractical to include the actual depiction of the canopy in a tree preservation easement on the easement plat, or final plat itself, a note cross referencing an accompanying document shall suffice.
 - (2) Tree Preservation Easement Vacation. The geographical extent and location of a tree preservation easement, once recorded, may only be vacated in whole or in part with the express approval of the City Council. Applicants requesting such vacation of an existing tree preservation easement shall bear the burden of proving to the City Council's satisfaction that such vacation is in the best interests of the City of Fayetteville and its residents and businesses. The application for vacation of a tree preservation easement shall be submitted to the urban forester who should present the request and the urban forester's recommendations to the Urban Forestry Advisory Board for its review and recommendations prior to placing the vacation request on the City Council Agenda. The City Council may require that vacation of some or all of a tree preservation easement shall be offset by the establishment of a new tree preservation easement of greater size and/or improved canopy health and ecological benefit to our community. The City may require that a proposed new tree preservation easement be improved by the owner by substantial removal of invasive species, planting of trees approved by the urban forester to improve the canopy within the proposed new tree preservation easement, and/or other mitigation measures.

(3) **Disturbance and Maintenance of Tree Preservation Easements.**

Tree preservation easements are established for the purpose of protecting and maintaining existing tree canopy in perpetuity. No grading, excavation, construction, trenching, or any other form of land disturbance or development activity is permitted within the boundaries of a recorded tree preservation easement.

Property owners wishing to remove diseased or dead trees, or invasive vegetation of any kind from within a recorded tree preservation easement shall seek prior approval from the Urban Forester, who shall determine if such removal is consistent with sound arboricultural and horticultural practices, as well as the intent of this chapter. Any tree so removed shall be replaced with a native or regionally appropriate tree species, unless the Urban Forester determines that natural replacements of sufficient health and vigor are already present in the tree preservation easement.

Unauthorized removal, cutting, or disturbance of native trees or vegetation within a tree preservation easement constitutes a violation of this chapter and may result in enforcement actions including, but not limited to restoration requirements, and replanting with native or regionally appropriate species at the ratio specified in §167.04(I)(4)(a).

(Code 1991, §162.10; Ord. No. 2699, §10, 4-20-93; Ord. No. 3901, §1, 7-5-95; Ord. No. 3963, §6, 4-16-96; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4340, 10-2-01; Ord. No. 4539 02-03-04; Ord. No. 4855, 4-18-06; Ord. No. 4930, 10-03-06; Ord. No. 5308, 3-16-10; Ord. No. 5312, 4-20-10; Ord. No. 5427, 8-2-11; Ord. No. 5513, 7-17-12; Ord. No. 5773, 5-19-15; Ord. No. 5818, 10-20-15; Ord. No. 5824, §3, 11-17-15; Ord. No. 5945, §17, 1-17-17; Ord. No. 5986, §§4(Exh. A), 5—35, 7-6-17; Ord. No. 6442, §§1(Exh. A1), 2(Exh. B), 5(Exh. E), 6(Exh. F), 6-1-21; Ord. No. 6446, §9(Exh. D), 6-15-21; Ord. No. 6786, §§ 2—6, 8-20-24; Ord. No. 6793, § 5, 9-17-24; Ord. No. 6830, §4, 1-7-25; Ord. No. 6833, §7, 1-21-25)

167.05 Tree Protection Measures And Construction

- (A) *Site Inspection.* A preliminary site inspection followed by periodic inspections will be conducted by the Urban Forester to ensure compliance with the tree preservation plan.
- (B) *Tree Protection.* Trees illustrated as preserved on tree preservation plans shall be protected from construction activity to prevent impingement by or the storage of construction vehicles, materials, debris, spoils or equipment in areas with preserved trees. No filling, excavating or other land disturbance shall take place in areas with preserved trees. Before commencing any construction activity, the applicant shall construct tree protection barriers on the site to establish a tree protection zone (TPZ), the centroid of which shall be the trunk of the tree. If the tree's canopy is asymmetrical, the radius of the TPZ shall extend from the trunk to the furthest extent of the dripline. In all cases, the TPZ shall be no less than 10 feet from the trunk or to the dripline, whichever is greater.. If the area within the tree's dripline is affected by construction, the tree may be preserved but replacement plantings may be required by Urban Forestry as a part of the mitigation requirements. The Urban Forester may require other protective measures based upon the individual characteristics of the site and the proposed construction methods. Tree protection measures shall also protect any off-site trees, and the roots of which extend onto the site of the proposed construction. Any applicant damaging or destroying an off-site tree shall be required to mitigate such damage or destruction as prescribed by the Urban Forester. If the required barriers surrounding the areas with preserved trees are not adequately maintained during construction, the Urban Forester shall prescribe remedial measures and may issue a stop work order in accordance with §153.07(C). All remedial measures shall be completed within the specified amount of time and shall be considered prior to granting final plat approval or issuing a certificate of occupancy. 366

(Code 1991, §162.11; Ord. No. 3699, §11, 4-20-93; Ord. No. 3925, §8, 10-3-95; Ord. No. 3901, §1, 7-5-95; Ord. No. 3963, §7, 4-16-96; Ord. No. 4008, §1, 12-17-96; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4340, 10-2-01; Ord. No. 5986, §36, 7-6-17)

167.04 Tree Preservation And Protection During Development

(A) *Applicability.* The provisions of this section shall apply to proposed developments as defined by the Unified Development Code as follows:

- (1) *Large Scale Developments.*
- (2) *Large Site Improvement Plan.*
- (3) *Small Site Improvement Plan.*
- (4) *Preliminary Plat.*
- (5) *Final Plat.*
- (6) *Concurrent Plat.*
- (7) *Planned Zoning Districts.*
- (8) *Parking Lots.* Tree preservation requirements apply to all permit applications for the construction of parking lots with five (5) or more spaces. An abbreviated tree preservation plan, as set forth in §167.04(H)(3), shall be submitted with the application for permits on projects that are not required to go through the subdivision or large scale development process.
- (9) *Hillside/Hilltop Overlay District.* ~~An abbreviated tree preservation plan, as set forth in §167.04(H)(3), shall be submitted for projects located within the Hillside/Hilltop Overlay District that are not required to go through the development review process. Undeveloped land located within the Hillside/Hilltop Overlay District shall submit a tree preservation plan with the preliminary plat or site plan. Single and two (2) family residential development shall submit an abbreviated tree preservation and site plan at the time of applying for a building permit.~~
- (10) *Grading Permit.* ~~A tree preservation plan or an~~An abbreviated tree preservation plan, as set forth in §167.04(H)(3), shall be submitted with the application for grading permits on projects that are not required to go through the development process.
- (11) *Building Permits.* Tree preservation requirements apply to all permit applications for developments of greater than 1,200 square feet of impervious area. An abbreviated tree preservation plan, as set forth in §167.04 (H)(3), shall be submitted with the application for building permits on projects that are not required to go through the subdivision, large scale development, or site improvement plan process. There shall be no land disturbance, grading, or tree removal until an abbreviated tree preservation plan has been submitted and approved, and the tree protection measures at the site inspected and approved.
- (12) *Exemptions.* Projects not listed above or not impacting tree canopy are not required to submit a tree preservation plan or review from Urban Forestry.
 - (a) Person seeking to construct 1,200 square feet or less of impervious area are specifically exempt from the provisions of this section except when the land is located within the Hillside/Hilltop Overlay District; then all the provisions of this ordinance shall apply.
 - (b) Structural changes to buildings located in the Hillside/Hilltop Overlay District that do not result in an enlargement of the building footprint or roof dripline shall not require an abbreviated tree preservation plan.

(B) *Tree Preservation Criteria.* The Urban Forester shall consider the following factors, and any other relevant information, when evaluating tree preservation plans:

- (1) The desirability of preserving a tree or group of trees by reason of age, location, size, or species.
- (2) Whether the design incorporates the required tree preservation priorities.
- (3) The extent to which the area would be subject to environmental degradation due to removal of the tree or group of trees.
- (4) The impact of the reduction in tree cover on adjacent properties, the surrounding neighborhood and the property on which the tree or group of trees is located.
- (5) Whether alternative construction methods have been proposed to reduce the impact of development on existing trees.
- (6) Whether the size or shape of the lot reduces the flexibility of the design.
- (7) The general health and condition of the tree or group of trees, or the presence of any disease, injury, or hazard.
- (8) The placement of the tree or group of trees in relation to utilities, structures, and the use of the property.
- (9) The need to remove the tree or group of trees for the purpose of installing, repairing, replacing, or maintaining essential public utilities.
- (10) Whether proposed roads and proposed utilities are designed in relation to the existing topography, and routed, where possible, to avoid damage to existing canopy.
- (11) Construction requirements of on-site and off-site drainage.
- (12) The effects of proposed on-site mitigation or off-site alternatives.
- (13) The effect other chapters of the Unified Development Code, or city policies have on the development design.
- (14) The extent to which development of the site and the enforcement of this chapter are impacted by state and federal regulations.
- (15) The impact a substantial modification or rejection of the application would have on the applicant.

***Note**—The above items are not presented in any particular order of importance. The weight each is given will depend in large part on the individual characteristics of each project.

- (C) *Canopy Area*. In all proposed developments that are required to submit a tree preservation plan or abbreviated tree preservation plan, trees shall be preserved as outlined in Table 1 under Percent Minimum Canopy, unless the applicant has been approved for on-site mitigation or off-site alternatives as set forth in §167.04(I) and (J) below. The square foot percentage of canopy area required for preservation in new development is based on the total area of the property for which the applicant is seeking approval, less the right-of-way and park land dedications. An applicant shall not be required to plant trees in order to reach the percent minimum canopy requirement on land where less than the minimum exists prior to development.

Table 1 Minimum Canopy Requirements	
ZONING DESIGNATIONS	PERCENT MINIMUM CANOPY
R-A, Residential — Agricultural (nonagricultural uses)	25%
RSF-.5, Single-family Residential — One-Half Unit per Acre	25%

RSF-1, Single-family Residential — One Unit per Acre	25%
RSF-2, Single-family Residential — Two Units per Acre	20%
RSF-4, Single-family Residential — Four Units per Acre	25%
RSF-7, Single-family Residential — Seven Units per Acre	20%
RSF-8, Single-family Residential — Eight Units per Acre	20%
RSF-18, Single-family Residential — Eighteen Units per Acre	20%
R-O, Residential — Office	20%
RI-12, Residential Intermediate — Twelve Units Per Acre	20%
RI-U, Residential Intermediate — Urban	15%
RMF-6, Multi-family Residential — Six Units per Acre	20%
RMF-12, Multi-family Residential — Twelve Units per Acre	20%
RMF-18, Multi-family Residential — Eighteen Units per Acre	20%
RMF-24, Multi-family Residential — Twenty-Four Units per Acre	20%
RMF-40, Multi-family Residential — Forty Units per Acre	20%
NS-L, Neighborhood Services — Limited	20%
NS-G, Neighborhood Services — General	20%
C-1, Neighborhood Commercial	20%
CS, Community Services	20%
C-2, Thoroughfare Commercial	15%
UN, Urban Neighborhood	15%
UC, Urban Corridor	20%
UT, Urban Thoroughfare	15%
C-3, Central Business Commercial	15%
DC, Downtown Core	10%
MSC, Main Street Center	10%
DG, Downtown General	10%
NC, Neighborhood Conservation	20%
I-1, Heavy Commercial and Light Industrial	15%
I-2, General Industrial	15%
P-1, Institutional	25%
PZD, Planned Zoning District (HHOD)	25% (30%)

All ~~residential~~-zoning districts ~~and C-1 districts~~ within the Hillside/Hilltop Overlay District shall have their percent minimum canopy requirements increased by 5% ~~to a total requirement of either 30% or 25%.~~

(D) *Prior Tree Removal.*

- (1) If trees have been removed below the required percent minimum canopy within the five (5) years preceding application for a development, the site must be forested to meet the Percent Minimum Canopy requirements set forth in Table 1, plus an additional 10% of the total area of the property for which the applicant is seeking approval, less the right-of-way and park

land dedications. The number of trees required to be planted shall be calculated using the base density for high priority trees.

- (2) *Waiver.* If an applicant is able to demonstrate to the Planning Commission's satisfaction that the trees were removed for a bona fide agricultural purpose, and not with the intent to thwart enforcement of this chapter, the additional 10% reforestation requirement shall be waived.

(E) *Tree Preservation Priorities.*

- (1) *Percent Minimum Canopy.* Proposed designs must meet the percent minimum canopy requirements for the particular zoning designation, emphasizing the preservation and protection of high priority trees on the site. Trees in existing and not to be vacated utility easements shall not be counted toward the percent minimum canopy requirement and such utilities shall be routed, wherever possible, to avoid existing canopy.
- (2) *Existing Natural Features.* Each design shall consider the existing natural features of the site, the preservation priorities for the trees, and the impact their proposed removal may have both on and off-site.
- (3) *Priority Trees.* The preservation and protection of high priority trees shall be enforced most stringently to meet the minimum percentage of canopy preservation. High priority trees are alive, healthy, greater than or equal to an 8-inch diameter at breast height for large and medium species of trees. High priority for small species of trees is greater than or equal to a 4-inch diameter. Low priority trees are invasive species or unhealthy as determined by a tree care professional pursuant to §167.07. Low priority trees are less than an 8-inch diameter at breast height for larger and medium species and less than a 4-inch diameter at breast height for smaller trees species.

(F) *Tree Preservation Requirements for Proposed Residential and Non-Residential Developments.*

- (1) *Residential Developments.* The percent minimum canopy in residential developments shall be located in areas that have the least possibility of impact as public infrastructure and proposed utilities are installed and homes built. The intent is to leave undisturbed as many existing trees as possible for the use and enjoyment of prospective lot owners. Residential developments requesting tree removal below the percent minimum canopy requirement may choose either residential on-site mitigation, or to contribute to the Tree Escrow Account as set forth in §167.04(J)(4)(a). Trees in existing and not to be vacated utility easements shall not be counted toward the percent minimum canopy requirement, and such proposed utilities shall be routed to avoid existing canopy and shall count toward the percent minimum canopy requirement.
- (2) *Nonresidential Developments.* Two (2) options are available for establishing a tree preservation plan for the development of nonresidential developments. The Urban Forester shall recommend to the Planning Commission the option that will potentially preserve the largest amount of high priority canopy based upon the tree preservation criteria set forth in §167.04(B) above.
 - (a) *Preservation Plan for Entire Development.* The developer may choose to preserve the percent minimum canopy required for the entire development. With this option, the preserved canopy shall be located in areas that will not be impacted by future development of the individual lots. Canopy to be preserved shall be noted on the final plat, and shall be protected as set forth in §167.04(L) below. Should the entire percent minimum canopy requirement for the site be so protected, the preserved canopy shall be placed in a tree preservation easement and the final plat shall include a statement that the individual lots, as represented thereon, shall not require separate tree preservation plans.

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- (b) *Preservation Plan for Infrastructure Only.* The developer, in consultation with city staff, shall delineate the area required for the construction of the infrastructure and improvements for the development. This area should include street rights-of-way, and utility and drainage easements. Proposed lot lines, streets, and easements shall be located to avoid placing a disproportionate percentage of existing canopy in any one (1) proposed lot. This option shall not allow the removal of trees during the grading of individual lots, unless shown by the developer to be essential to the project's engineering design. The developer will be required to compensate for the canopy removed from defined individual lots by making the appropriate payment into the Tree Escrow Account. On all other areas of the development, the developer shall protect the existing canopy during the construction phase in accordance with §167.05 below. The final plat shall include a statement that the individual lots shall require separate tree preservation plans.
- (3) *Hillside/Hilltop Overlay District.* Individual parcels or lots located within the Hillside/Hilltop Overlay District boundary shall submit a tree preservation plan or an abbreviated tree preservation plan as set forth in §167.04(H)(3) indicating the location of the structure and the preservation of the minimum tree canopy requirement.
- (4) Developers have the option of creating cluster development, such as a Planned Zoning District, which would encourage more open space and tree preservation. In this pattern of development, the trees preserved or open space on each lot can be transferred to a larger Tree Preservation Easement instead of individual lots required to meet minimum percent requirements. The Tree Preservation Easements shall be clearly depicted on easement plats or final plats.
- (G) *Initial Review.*
- (1) *Meeting with the Urban Forester.* It is strongly recommended that prospective applicants meet with the Urban Forester for an initial review of the proposed tree preservation plan for the site prior to submitting a proposed development to the city. During the initial review, the Urban Forester shall make recommendations to ensure the proposed subdivision or development complies with the requirements of this chapter. These recommendations shall be nonbinding. However, applicants proceed at the risk of higher costs and longer approval times due to changes required by a noncompliant submittal should they choose not to have the initial review or to disregard the recommendations of the Urban Forester.
- (2) *Confirmation.* The Urban Forester shall document whether the applicant participated in the initial review meeting in the Tree Preservation and Protection staff report given to applicants going through the development review process. If the applicant chooses to attend an initial review meeting, the staff report shall also document any recommendations made. The Urban Forester shall ensure that a copy of the report or email becomes part of the permanent file for the project.
- (H) *Submittal of Plans.* Applicants should bear in mind that all plans will be evaluated according to the tree preservation criteria and percent minimum canopy requirements as set forth under §167.04(B) and (C).
- (1) *Tree Preservation Plan.* On sites with existing tree canopy, the applicant shall conduct a tree preservation analysis to determine the approximate age, health, size and species distribution of the trees, noting each on a tree preservation plan, and clearly showing the locations and types of all natural features on a site, including features 100 feet beyond the property lines. The tree preservation plan shall also specifically depict the applicable preservation priority level for each tree or group of trees on the site. The plan should include, but not be limited to, delineation of the following features as they exist on the site:
- (a) The existing topography of the site highlighting slopes of 15% or greater, and indicating the natural drainage patterns;

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- (b) The property line boundaries of the site;
 - (c) Soils identified according to the Unified Soil Classification System;
 - (d) Any significant trees, as defined in ~~the City of Fayetteville's Tree Preservation, Protection and Landscape Manual, Chapter 151: Definitions~~ existing on the site, and the location of trunks, spread of the canopy, species, diameter at breast height (DBH), and the overall health of each significant tree;
 - (e) Groupings of trees, delineating the edges of the overall canopy, noting the predominate species, average height, diameter at breast height (DBH), and general health of the trees.
 - (f) All existing utilities and utility easements;
 - (g) All features, including trees, buildings, perennial and intermittent streams and creeks that exist on the site or within 100 feet of the limits of disturbance;
 - (h) Floodplains and floodways on the site;
 - (i) All existing rights-of-way within and surrounding the project site, including any designated trails or bike paths; and,
 - (j) Any other factors that may impact the design of the site.
- (2) *Additional Tree Preservation Plan Content.* The applicant shall indicate all proposed site improvements, and delineate in the tree preservation plan the trees to be retained on-site, and the measures to be implemented for their protection. These measures shall include, but need not be limited to, fencing, limits of root pruning, as well as restrictions on traffic and material storage. The plan shall also clearly depict the limits of soil disturbance to include all areas to be graded both on and off-site, as well as the proposed location of utilities. The applicant should consult the City of Fayetteville Tree Preservation, Protection and Landscape Manual for details, examples and specific checklists. Examples can be provided upon request to the Urban Forester.
- (3) *Abbreviated Tree Preservation Plan.* Applicants requesting approval of development projects for between 1,201 to 10,000 square feet of impervious area that require building permits, grading, or parking lot permits, but that do not fall under the requirements for developments required to go through the development review process of Technical Plat Review Committee, and/or Planning Commission, shall prepare and submit an abbreviated tree preservation plan. The information for an abbreviated tree preservation plan may be combined with the site plan, plat drawing, or grading plan. The applicant is expected to show the general location of all existing groups of trees, individual significant trees, and to clearly depict the limits of soil disturbance to include all areas to be graded, both on and off-site, as well as the proposed location of utilities. Protective measures such as fencing, limits of root pruning, restriction on traffic and materials storage shall be depicted on the plan. A preliminary site visit with the Urban Forester is highly recommended before applying for any of the above-mentioned permits. The applicant should consult the City of Fayetteville Tree Preservation, Protection, and Landscape Manual for details, and specific checklists. Applicants submitting abbreviated tree preservation plans shall not be required to submit an analysis report, nor shall they be required to hire architects, engineers, or landscape architects to prepare the abbreviated tree preservation plan.
- (4) *Analysis Report.* The applicant shall submit an analysis report ~~when minimum percent canopy is not met. The report shall detail the design approaches used to minimize damage to or removal of existing canopy that were considered in arriving at the proposed design. Written justification shall be presented as to why individual trees or canopy must be removed. The report shall also detail proposed on-site mitigation options or off-site alternatives, as detailed below-prepared and signed by an International Society of Arboriculture (ISA)-~~

certified arborist when minimum percent canopy is not met. The report shall include the following:

a) Tree Health and Structure Evaluation. The arborist shall conduct a Level 1: Limited Visual Assessment of the site. In conjunction with the site plan provided by the design professional, the arborist shall conduct, at their discretion, a Level 2: Basic Assessment or Level 3: Advanced Assessment of significant trees, as defined in §151, shown to be removed or impacted by the proposed development, and preserved trees showing signs of disease or damage.

b) Feasibility of Preservation: Site constraints preventing preservation (e.g. topography, utility conflicts, etc.), evaluation of design modifications that could increase tree retention, and tree protection measures explored and their viability.

c) Recommendations and Justification: Summary of why minimum preservation cannot be met, and a recommended course of action.

On sites where invasive tree species, as defined in §177.09, are present, or where existing canopy is of low quality or limited extent, as determined by the urban forester, urban forestry staff may modify this requirement to prioritize the preservation of high-quality, non-invasive tree species.

- (5) *Grading and Utility Plans.* All subsequent grading and utility plans shall depict Tree Preservation Areas, preserved trees, and the physical limits of all protective measures on site required during construction.
- (6) *Submittal Requirements.* The applicant shall submit a tree preservation plan. Development plans with removal of tree canopy below percent minimum canopy shall submit an analysis report to the Urban Forester, concurrently with their tree preservation plan. Applicants submitting abbreviated tree preservation plans shall not be required to submit analysis report.
- (7) *Tree Preservation Easements.* The City of Fayetteville shall encourage the use of Tree Preservation Easements for the added protection of trees preserved to meet percent minimum canopy requirements or trees planted, in those instances where such would be of mutual benefit to the applicant and the City of Fayetteville.

(I) *Request for On-Site Mitigation.*

- (1) *Timing of Request for On-Site Mitigation.* Requests to remove trees below the percent minimum canopy requirement must be incorporated with the applicant's tree preservation plan.
- (2) *Plan Requirements.* The tree preservation plan must graphically represent the species and location for all existing trees on-site. It shall also include a chart clearly stating the following information:
 - (a) The number of trees requested for removal;
 - (b) The percentage below the percent minimum canopy requirement they represent; and
 - (c) The species and number of trees to be planted based on the forestation requirements below.
- (3) *Planting Details and Notes.* Planting details and notes shall be included on the tree preservation plan or landscape plan as set forth in the City of Fayetteville Tree Preservation, Protection, and Landscape Manual.
- (4) *Forestation Requirements.* The number and species of trees required for forestation shall be based upon the quality of the canopy lost:

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- (a) *High Priority Canopy.* When removing high priority canopy below the percent minimum canopy required, the canopy square footage removed shall be forested at a base density of two hundred (200), 2-inch caliper trees per acre removed.
 - (b) *Low Priority Canopy.* When removing low priority canopy below the percent minimum required, the canopy square footage removed shall be forested at a base density of one hundred (100), 2-inch caliper trees per acre removed.
 - (5) *Base Density.* Compensating for the environmental damage caused by removing tree canopy shall be accomplished by forestation on a per acre basis. The base density formula used above is based on 2-inch caliper trees. However, the urban forester may approve the use of trees with less than 2-inch caliper for the planting of smaller tree species required by spatial constraints on the site. In such cases, the number of trees to be planted may be adjusted in accordance with the species table to be found in the City of Fayetteville Tree Preservation, Protection, and Landscape Manual.
 - (6) *Preferred Species.* All trees to be planted shall be species native to the Ozark region or native cultivars, when available, or selected from the list of preferred tree species set forth in the City of Fayetteville Tree Preservation, Protection and Landscape Manual. Species selection shall be based upon the amount of space available for proper growth on the site, and must be approved by the Urban Forester.
 - (7) *Placement of Trees.* The applicant is expected to plant trees in locations on the site where the environmental benefits of canopy cover are most likely to offset the impact of development. Trees shall not be placed within utility easements, or in other locations where their future protection cannot be assured.
 - (8) *Residential On-Site Mitigation.* Applicants requesting on-site mitigation for residential developments shall comply with all the provisions of §167.04(I), as well as the following:
 - (a) The applicant's mitigation plan shall meet or exceed the required number of mitigation trees based on the forestation requirements as set forth at §167.04(I)(4).
 - (b) All plans requesting residential on-site mitigation shall include a binding three (3) year maintenance and monitoring plan, which shall hold the applicant responsible for the health of all planted trees.
 - (i) Approval of a plan requesting residential on-site mitigation shall be contingent upon the applicant depositing with the city an irrevocable letter of credit in an amount equal to the estimated cost of materials and labor for all trees at the time of planting. The irrevocable letter of credit must cover the entire three (3) year maintenance and monitoring period. Applicant shall submit cost estimates to the Urban Forester for approval.
 - (ii) Upon completion of the three (3) year landscape establishment period, the Urban Forester shall inspect the site and determine whether 90% of the trees are healthy and have a reasonable chance of surviving to maturity. Upon such a finding, the city shall release the letter of credit.
 - (iii) In the absence of such a finding, the applicant shall be notified to replace any unhealthy or dead trees, or take other appropriate action as approved by the Urban Forester. If the applicant does not take remedial steps to bring the property into compliance, the city shall use the necessary moneys from the landscape establishment guarantee to do so.
 - (iv) In the event trees are injured or destroyed by natural disasters, including but not limited to, tornadoes, straight-line winds, ice storms, fire, floods, hail, or lightning strikes, or through the independent actions of third parties, the applicant shall be relieved of the responsibility of replanting the tree or trees so affected.

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- (c) Developers requesting mitigation trees be planted along the street right-of-way of residential developments shall submit a landscape plan that complies with the standards outlined in the City of Fayetteville Tree Preservation, Protection, and Landscape Manual in order to ensure that new trees planted are of the highest quality, require low maintenance, and do not interfere with public safety. The species of trees to be planted shall be selected from the approved street tree species list, or be otherwise specifically approved by the Urban Forester. The applicant's mitigation plan for planting street trees shall describe in detail the method for tracking the development of the individual lots, which shall best ensure that required number and species of mitigation trees are planted.
- (9) *Request for On-Site Mitigation Alternatives (Green Roofs or Green Façades).*
- (a) *Intent.* The intent is to allow previously developed sites with at least 50% existing impervious area and limited space for planting trees to use on-site mitigation alternatives to meet the mitigation requirements and still contribute beneficial plant materials that provide positive ecosystem services.
 - (b) *Applicability.* On-Site Mitigation Alternatives shall only be allowed as alternatives to planting trees in form-based zoning districts that allow for mixed-use and do not have a building area maximum requirement. On-Site Mitigation Alternatives may not be utilized on sites that have adequate space to meet landscape requirements.
 - (c) *Timing of Request for On-Site Mitigation Alternatives.* Requests for on-site alternatives must be incorporated and submitted concurrently with the applicant's tree preservation plan.
 - (d) *Intensive Green Roof.* A green roof with 6 inches or great soil medium that can sustain plant species with deeper root systems.
 - (e) *Extensive Green Roof.* A green roof with 2 to 5 inches of soil medium that can sustain plant species with shallow root systems.
 - (f) *Green Façade.* A green façade is created by growing climbing plants up and across the façade of a building, either from plants grown directly in the ground or a large container of at least 12 inches of soil medium. Plants can attach directly to the building or be supported with a 12-inch by 12-inch trellis system connected to the building.
 - (g) *Mitigation Alternative Calculations.* The applicant's plan to install an extensive green roof, intensive green roof, and green façade in lieu of a mitigation tree shall be based from square footage of tree canopy.
 - (i) The calculation for an extensive green roof shall be based from a ratio of 1 square foot of tree canopy to 2.5 square feet of extensive green roof.
 - (ii) The calculation for an intensive green roof shall be based from a ratio of 1 square foot of tree canopy to 1.4 square feet of intensive green roof.
 - (iii) The calculation for a green façade shall be done based from a ratio of 1 square foot of tree canopy to 2.5 square feet of green façade.
- (J) *Request for Off-Site Alternatives.*
- (1) *Timing of Request for Off-Site Alternatives.* Requests for off-site alternatives must be incorporated in, and submitted concurrently with the applicant's tree preservation plan.
 - (2) *Off-Site Preservation.* The applicant may seek approval of the Urban Forester to preserve an equal or greater amount of canopy cover at a site within the city limits.
 - (3) *Off-Site Forestation.*
 - (a) If off-site preservation cannot be achieved, the applicant may seek approval from the Urban Forester to plant the required number of trees on another site owned by the

applicant and located within the city limits. A tree preservation easement must be conveyed concurrently with or prior to submission of a final plat by the applicant to the city to protect any off-site preservation or forestation and the legal description of the tree preservation easement shall also appear on the final plat.

- (b) An applicant may plant and maintain mitigation trees needed for the applicant's development as to fulfill the obligation set forth in Chapter 167, Tree Preservation and Protection, in a nearby city park or public right-of-way if expressly approved by City Council resolution. The City Council shall seek advice from the Urban Forester, Parks and Recreation Department staff and citizens about the advisability of forestation of the nearby city park and may apply express conditions including requiring irrigation to be installed and regular maintenance to be performed by the applicant.
- (4) *Tree Escrow Account.* Tree preservation on-site is always the preferred option, with on-site mitigation, off-site preservation, off-site forestation, and on-site mitigation alternatives to be considered in descending order only if the more preferred option cannot be fully achieved. If none of these options can completely fulfill a developer's obligation under this Tree Preservation and Protection Chapter, the developer shall pay into the City Tree Escrow Account \$250.00 for each tree required to meet the Base Density requirements which fairly represents the costs of material and labor to plant a tree. The developer shall also pay into the Tree Escrow Fund \$425.00 as three (3) years of maintenance costs to ensure each tree survives for that period of time. Tree planting and maintenance costs should be reviewed at least every four (4) years to ensure it remains the fair market costs for tree planting and maintenance for three (3) years.
 - (a) Developments proposed as building permits under Level 2 as outlined in §166.02 (E)(2) are eligible for contribution to the tree escrow account as an option.
 - (b) Residential developments which cannot achieve the base density tree requirements through preservation or mitigation shall contribute to the Tree Escrow Account. The city shall use the money paid into the Tree Escrow Account to plant trees within the development along rights-of-way detention ponds, common areas or other areas where trees can be protected and have a high probability of survival to a mature tree. This shall be accomplished once the development is built out or as approved by the Urban Forester.
 - (c) Money contributed in lieu of on-site mitigation or off-site forestation shall be paid prior to issuance of a building permit on all commercial, industrial, or multi-family residential buildings and prior to final plat acceptance for all residential and non-residential subdivisions.
 - (d) Money contributed under this section:
 - (i) May be used for canopy mitigation, including planting site identification, tree acquisition, planting, and maintenance, utilizing either city staff or contract labor;
 - (ii) Shall not revert to the general fund for ongoing operations.
 - (e) If it is not possible to plant trees within the development, planting locations will be sought in appropriate sites within a 1 mile radius of where the original project is located, but if this cannot be achieved, the moneys shall be used to plant the trees in the park quadrant in which the development took place, or pursuant to §167.04(J)(2) and (3). Data extracted from the urban forest analysis should be consulted when identifying appropriate locations to plant escrow funded trees.
 - (f) The City of Fayetteville shall refund the portion of the money contributed under this section, including the accrued interest that has not been expended seven (7) years from the date of the contribution. Interest shall be based on a 4% annual rate.

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- (g) Refunds shall be paid to the present owner of the property that was the subject of new development and against which the fee was assessed and collected.
 - (h) Notice of the right to a refund, including the amount of the refund and the procedure for applying for and receiving the refund, shall be sent or served in writing to the applicant no later than thirty (30) days after the date which the refund becomes due. The sending by regular mail of the notices to the applicant shall be sufficient to satisfy the requirement of notice.
 - (i) The refund shall be made on a pro rata basis and shall be paid in full no later than ninety (90) days after the date certain upon which the refund becomes due.
 - (j) At the time of the contribution to the Tree Escrow Account, the Urban Forester shall provide the applicant with written notice of those circumstances under which refunds of such fees will be made. Failure to deliver such written notice shall not invalidate any contribution to the Tree Escrow Account under this ordinance.
- (K) *Tree Preservation Plan Review Form.* The Urban Forester shall use a standardized form for all recommendations or administrative determinations made regarding an applicant's tree preservation plan.
- (1) The form shall clearly indicate whether the Urban Forester is making a final administrative determination, or a recommendation to the Planning Commission or City Council.
 - (2) The form shall also clearly indicate the applicant's plan is "APPROVED," "DISAPPROVED," or "CONDITIONALLY APPROVED," and explain the reasoning therefore.
 - (3) A statement shall appear on the form explaining the process by which a final administrative determination may be appealed in accordance with Chapter 155 of the Unified Development Code.
 - (4) The Urban Forester shall sign and date the form, and ensure that a copy becomes part of the permanent file for the project.
- (L) *Continuing Preservation and Protection Under Approved Tree Preservation Plans and Tree Preservation Easements.*
- (1) Tree Preservation Easement Dedication. Large scale developments, large site improvements, and commercial preliminary plats are required to dedicate a tree preservation easement, if any existing trees are to be preserved. The tree preservation easement shall be the size of the minimum canopy preservation requirement, if possible. If the minimum tree preservation canopy is not available, the applicant will not be required to dedicate the minimum canopy preservation. The applicant will have to dedicate a tree preservation easement that is agreed upon with The Urban Forester. In order to ensure that an applicant's heirs, successors, assigns, or any subsequent purchasers of the subject property are put on notice as to the existence and extent of approved tree preservation easements which shall be clearly depicted and noted on the easement plats for large scale developments, large and small site improvements, commercial final plats, and any plats with a tree preservation easement. This shall be accompanied by a narrative statement describing the nature of the protection afforded and bearing the signature of the Urban Forester. If it is impractical to include the actual depiction of the canopy in a tree preservation easement on the easement plat, or final plat itself, a note cross referencing an accompanying document shall suffice.
 - (2) Tree Preservation Easement Vacation. The geographical extent and location of a tree preservation easement, once recorded, may only be vacated in whole or in part with the express approval of the City Council. Applicants requesting such vacation of an existing tree preservation easement shall bear the burden of proving to the City Council's satisfaction that such vacation is in the best interests of the City of Fayetteville and its residents and businesses. The application for vacation of a tree preservation easement shall be submitted to the urban forester who should present the request and the urban forester's

recommendations to the Urban Forestry Advisory Board for its review and recommendations prior to placing the vacation request on the City Council Agenda. The City Council may require that vacation of some or all of a tree preservation easement shall be offset by the establishment of a new tree preservation easement of greater size and/or improved canopy health and ecological benefit to our community. The City may require that a proposed new tree preservation easement be improved by the owner by substantial removal of invasive species, planting of trees approved by the urban forester to improve the canopy within the proposed new tree preservation easement, and/or other mitigation measures.

(3) ~~Disturbance and Maintenance of Tree Preservation Easements. Property owners wishing to remove diseased or dead trees from within a recorded tree preservation easement shall seek prior approval from the Urban Forester, who shall determine if such removal is consistent with sound arboricultural and horticultural practices, as well as the intent of this chapter. Any tree so removed shall be replaced with a tree of like or similar species, unless the Urban Forester determines that natural replacements of sufficient health and vigor are already present in the tree preservation easement. Tree preservation easements are established for the purpose of protecting and maintaining existing tree canopy into perpetuity. No grading, excavation, construction, trenching, or any other form of land disturbance or development activity is permitted within the boundaries of a recorded tree preservation easement.~~

Property owners wishing to remove diseased or dead trees, or invasive vegetation of any kind from within a recorded tree preservation easement shall seek prior approval from the Urban Forester, who shall determine if such removal is consistent with sound arboricultural and horticultural practices, as well as the intent of this chapter. Any tree so removed shall be replaced with a native or regionally appropriate tree species, unless the Urban Forester determines that natural replacements of sufficient health and vigor are already present in the tree preservation easement.

Unauthorized removal, cutting, or disturbance of native trees or vegetation within a tree preservation easement constitutes a violation of this chapter and may result in enforcement actions including, but not limited to restoration requirements, and replanting with native or regionally appropriate species at the ratio specified in §167.04(l)(4)(a).

(Code 1991, §162.10; Ord. No. 2699, §10, 4-20-93; Ord. No. 3901, §1, 7-5-95; Ord. No. 3963, §6, 4-16-96; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4340, 10-2-01; Ord. No. 4539 02-03-04; Ord. No. 4855, 4-18-06; Ord. No. 4930, 10-03-06; Ord. No. 5308, 3-16-10; Ord. No. 5312, 4-20-10; Ord. No. 5427, 8-2-11; Ord. No. 5513, 7-17-12; Ord. No. 5773, 5-19-15; Ord. No. 5818, 10-20-15; Ord. No. 5824, §3, 11-17-15; Ord. No. 5945, §17, 1-17-17; Ord. No. 5986, §§4(Exh. A), 5—35, 7-6-17; Ord. No. 6442, §§1(Exh. A1), 2(Exh. B), 5(Exh. E), 6(Exh. F), 6-1-21; Ord. No. 6446, §9(Exh. D), 6-15-21; Ord. No. 6786, §§ 2—6, 8-20-24; Ord. No. 6793, § 5, 9-17-24; Ord. No. 6830, §4, 1-7-25; Ord. No. 6833, §7, 1-21-25)

167.05 Tree Protection Measures And Construction

- (A) *Site Inspection.* A preliminary site inspection followed by periodic inspections will be conducted by the Urban Forester to ensure compliance with the tree preservation plan.
- (B) *Tree Protection.* Trees illustrated as preserved on tree preservation plans shall be protected from construction activity to prevent impingement by or the storage of construction vehicles, materials, debris, spoils or equipment in areas with preserved trees. No filling, excavating or other land disturbance shall take place in areas with preserved trees. Before commencing any construction activity, the applicant shall construct tree protection barriers on the site to establish a tree protection zone (TPZ), the centroid of which shall be the trunk of the tree. If the tree's canopy is asymmetrical, the radius of the TPZ shall extend from the trunk to the furthest extent of the dripline. In all cases, the TPZ shall be no less than 10 feet from the trunk or to the dripline, whichever is greater. If the area within the tree's dripline is affected by construction, the tree may be preserved but replacement plantings may be required by Urban Forestry as a part of the mitigation requirements, along the tree dripline or 10 feet from the trunk, whichever is greater. The applicant shall also post signs [at] areas with preserved trees in accordance with the details, standards, specifications and guidelines provided in the City of Fayetteville Tree Preservation, Protection, and Landscape Manual. The Urban Forester may require other protective measures based upon the individual characteristics of the site and the proposed construction methods. Tree protection measures shall also protect any off-site trees, and the roots of which extend onto the site of the proposed construction. Any applicant damaging or destroying an off-site tree shall be required to mitigate such damage or destruction as prescribed by the Urban Forester. If the required barriers surrounding the areas with preserved trees are not adequately maintained during construction, the Urban Forester shall prescribe remedial measures, and may issue a stop work order in accordance with §153.07(C). All remedial measures shall be completed within the specified amount of time and shall be considered prior to granting final plat approval or issuing a certificate of occupancy.

(Code 1991, §162.11; Ord. No. 3699, §11, 4-20-93; Ord. No. 3925, §8, 10-3-95; Ord. No. 3901, §1, 7-5-95; Ord. No. 3963, §7, 4-16-96; Ord. No. 4008, §1, 12-17-96; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4340, 10-2-01; Ord. No. 5986, §36, 7-6-17)

Thomason, Willa

To: Masters, Jessica
Subject: RE: Proposed Code Changes - Tree Preservation - 167.04/167.05

From: Aaron Wirth <aaron@cobblestonehomes.info>
Sent: Tuesday, August 12, 2025 11:08 AM
To: Thomason, Willa <wthomason@fayetteville-ar.gov>
Cc: Curth, Jonathan <jcurth@fayetteville-ar.gov>; Madison Melton <madie@cobblestonehomes.info>; Masters, Jessica <jmasters@fayetteville-ar.gov>; Douglas, Bethany <bdouglas@fayetteville-ar.gov>
Subject: Re: Proposed Code Changes - Tree Preservation - 167.04/167.05

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Good Morning Willa,

You bet, and thank you for the response! We will keep at it out here.

AW

From: Thomason, Willa <wthomason@fayetteville-ar.gov>
Sent: Monday, August 11, 2025 8:47 AM
To: Aaron Wirth
Cc: Curth, Jonathan; Madison Melton; Masters, Jessica; Douglas, Bethany
Subject: RE: Proposed Code Changes - Tree Preservation - 167.04/167.05

Hi Aaron,

Thanks for looping me in! If these proposed code changes are enacted, projects with tree preservation plans that have already been submitted and approved, including Brooklands Phases 5, 6, and 7 (PPL-2022-0008/GRD-2023-0006), will not be subject to the new requirements. We will honor the plans that were stamped for construction on 8/14/24. The proposed code changes will affect projects at the entitlement and grading permit phases but will not change the requirements for final landscaping inspections at the time of C of O application.

Please let me know if you have any more questions!

Willa Thomason, M.S., ISA Certified Arborist

Urban Forester

Development Services

City of Fayetteville, Arkansas

(479) 444-3486

[Website](#) | [Facebook](#) | [Twitter](#) | [Instagram](#) | [YouTube](#)



From: Aaron Wirth <aaron@cobblestonehomes.info>

Sent: Friday, August 8, 2025 9:13 AM

To: Thomason, Willa <wthomason@fayetteville-ar.gov>

Cc: Curth, Jonathan <jcurth@fayetteville-ar.gov>; Madison Melton <madie@cobblestonehomes.info>

Subject: Fw: Proposed Code Changes - Tree Preservation - 167.04/167.05

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Good Morning Willa-

First of all, thanks for sending this info out so as to limit surprises.

I had a great meeting with Jonathan yesterday (set up previous to this) and we touched on this item, and we agreed to loop you in via email. My understanding is that this will not affect my Brooklands phase 5,6 & 7 and there will remain nothing additional required especially at the time of building the homes (Abbreviated tree plan, etc). As a reminder these are the projects that you and Jonathan toured with Madi and I with the various phases.

If missing anything, please let us know.

Thanks for you help,

AW

From: Masters, Jessica <jmasters@fayetteville-ar.gov>

Sent: Wednesday, August 6, 2025 4:11 PM

To: Masters, Jessica <jmasters@fayetteville-ar.gov>

Cc: Curth, Jonathan <jcurth@fayetteville-ar.gov>; Thomason, Willa <wthomason@fayetteville-ar.gov>; Douglas, Bethany <bdouglas@fayetteville-ar.gov>

Subject: Proposed Code Changes - Tree Preservation - 167.04/167.05

Good afternoon,

I am reaching out to you today to make you aware of proposed changes to the tree preservation requirements that will be going to the Planning Commission on Monday, August 11 for consideration. The proposed changes have been presented to the Urban Forestry Advisory Board, and have been workshopped with City staff to align with the stated goals and objectives of the Urban Forestry Management Plan that was adopted by City Council in 2024. I have attached a draft of staff's memo on the item for your consideration.

Since they will have an effect on the development community, I wanted to make sure you were informed. Members of the public are invited to attend the Planning Commission meeting, which will begin at 5:30 PM, and will be held in room 219 in City Hall. A zoom option is also available, and information about how to attend virtually can be found at this link: <https://www.fayetteville-ar.gov/3949/Zoom-Meeting-Instructions>

Thank you, and please let me know if you have any questions.

Jessie

Jessie Masters, AICP

Planning Director

Development Services

City of Fayetteville, Arkansas

(479) 575-8239

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Thomason, Willa

To: Masters, Jessica
Subject: RE: City of Fayetteville Tree Ordinance - Proposed ISA Arborist Report Requirement

From: Justin Ulmer <wildrootstree@gmail.com>
Sent: Tuesday, August 19, 2025 8:50 AM
To: Thomason, Willa <wthomason@fayetteville-ar.gov>
Subject: Re: City of Fayetteville Tree Ordinance - Proposed ISA Arborist Report Requirement

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Hello Willa,

Thank you for reaching out. This appears to be an excellent opportunity to address the concerns you have raised, as our mature urban trees and the overall canopy are of paramount importance for numerous reasons.

I conduct between five and ten ISA Tree Risk Assessments per month, and the pricing may slightly vary depending on the specific circumstances, as you are aware.

Please find below a concise outline of our pricing structure, presented in a ballpark manner with the price listed at the upper end of the range.

Single to Two Mature Trees, Level 1 Assessment with Written Report: \$150
Level 3 Canopy Assessment: \$350

Five to Ten Mature Trees Within 0.5 Acre or Less, Level 1 Assessment with Written Report: \$400
Level 3 Canopy Assessment: \$1200

Single to Two Acres, Overall Stand and Canopy Level 1 Report with Written Assessment and Mapping: \$1000
Canopy Assessment on as Needed Basis: \$200/tree

Areas Larger Than 2 Acres for General Risk Assessment and Canopy Reports: \$225/hour with Formal Report

Please note that these pricing figures are indicative of our operational efficiency and commitment to delivering high-quality products. I cannot provide a comprehensive assessment of the industry as a whole.

Thank you again for your inquiry. Please do not hesitate to contact me if you require any further information. .

Justin Ulmer

On Wed, Aug 13, 2025 at 10:01 AM Thomason, Willa <wthomason@fayetteville-ar.gov> wrote:

Good morning,

The City of Fayetteville's urban forestry staff is working to enact several ordinance changes, one of which would require developers to submit an assessment from an ISA-certified arborist when the proposed tree preservation falls below the minimum percentage required for the zoning designation of their project. We would like to know what cost this may incur, whether that depends on the density of canopy on-site, or the size of the development, so we can share that information with the Planning Commission at the upcoming hearing on August 25. I have attached the report I shared with the Planning Commission this past Monday, and the language specifying the proposed requirement to submit an independent arborist assessment is detailed under 167.04(H)(4). We would greatly appreciate any feedback you can provide regarding how you would estimate the cost of this type of assessment.

Thank you!

Willa Thomason, M.S., ISA Certified Arborist
Urban Forester

Development Services
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(479) 444-3486

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Thomason, Willa

From: Jeremy Williams <jeremy@treeclimbersllc.com>
Sent: Monday, August 25, 2025 5:30 PM
To: Thomason, Willa
Cc: Douglas, Bethany; Masters, Jessica
Subject: Re: City of Fayetteville Tree Ordinance - Proposed ISA Arborist Report Requirement

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Generally as an arborist I'm brought in after the fact and am only given partial information. Most of the time it's after plans are set and I'm constantly left in the dark regarding plan options. The most common thing I see is being asked to provide root pruning on projects after approval only to see that there is no feasible way to perform said work without creating a safety hazard. The biggest issue I have on the ground is the legal inability to trespass on neighboring properties to measure and assess the trees off site which I feel is a great requirement but not legal.

Jeremy Williams,
ASCA Registered Consulting Arborist #801

ISA Board Certified Master Arborist #SO-6263BT
ISA Qualified Tree Risk Assessor
ASCA Tree and Plant Appraisal Qualified
ISA Certified Climber Specialist
ISA Southern Wildfire Risk Reduction Instructor
TCIA Tree Care Safety Professional #1267
NCCER Certified Crane Operator

Tree Climbers LLC
Arkansas first and only Accredited Tree Care Company
www.TreeClimbersLLC.com

On Aug 25, 2025, at 4:54 PM, Thomason, Willa <wthomason@fayetteville-ar.gov> wrote:

Jeremy,

I appreciate your feedback!

I started this position in time to review some of the plans for 151 W Dickson St. and, with that, reviewed the arborist reports you wrote throughout the design process. I'm curious to know whether you identified inaccuracies in the tree locations in relation to the proposed buildings when you completed your analysis of that site. I think our hope is that the arborist reports will serve as ground-truthing that City staff do not have capacity for. We do not intend to have additional reports

submitted with each revision – the baseline assessments should be sufficient for Bethany and I to assess the impact of revisions on existing trees.

Again, we really appreciate your feedback!

Thanks,

Willa Thomason, M.S., ISA Certified Arborist

Urban Forester

Development Services

City of Fayetteville, Arkansas

(479) 444-3486

[Website](#) | [Facebook](#) | [Twitter](#) | [Instagram](#) | [YouTube](#)

[<image001.png>](#)

From: Jeremy Williams <jeremy@treeclimbersllc.com>

Sent: Monday, August 25, 2025 4:30 PM

To: Thomason, Willa <wthomason@fayetteville-ar.gov>

Subject: Re: City of Fayetteville Tree Ordinance - Proposed ISA Arborist Report Requirement

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The cost would be based hourly with any ancillary costs attached. Based on the availability of the information requested I would estimate \$1,500-\$5,000 per report plus fees to have survey and drafting performed.

I appreciate and feel that the intent is good however my concern is the likely net result is going to be ending up with a flood of civil or LA arborists writing bogus reports not due to malice but lack of real knowledge only because they have the in house survey and drafting teams. Arborists generally do not. At least practicing arborists.

The concern I would have doing a report like this is how to guarantee the accuracy of tree location and their relationship to design elements. Tree location on civil plans is largely inaccurate as a general rule. Would you require an additional arborist report with each plan revision? After a plan change the report would then become inaccurate.

The drafting and accuracy issues are my primary concerns. Getting meaningful drawings with accurate tree locations would be the crux of the issue.

Jeremy Williams,
ASCA Registered Consulting Arborist #801

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On Aug 13, 2025, at 10:08 AM, Thomason, Willa <wthomason@fayetteville-ar.gov> wrote:

Good morning,

The City of Fayetteville's urban forestry staff is working to enact several ordinance changes, one of which would require developers to submit an assessment from an ISA-certified arborist when the proposed tree preservation falls below the minimum percentage required for the zoning designation of their project. We would like to know what cost this may incur, whether that depends on the density of canopy on-site, or the size of the development, so we can share that information with the Planning Commission at the upcoming hearing on August 25. I have attached the report I shared with the Planning Commission this past Monday, and the language specifying the proposed requirement to submit an independent arborist assessment is detailed under 167.04(H)(4). We would greatly appreciate any feedback you can provide regarding how you would estimate the cost of this type of assessment.

Thank you!

Willa Thomason, M.S., ISA Certified Arborist
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<ADM-2025-0031 PC Report.pdf>

167.04 Tree Preservation And Protection During Development

(A) *Applicability.* The provisions of this section shall apply to proposed developments as defined by the Unified Development Code as follows:

- (1) *Large Scale Developments.*
- (2) *Large Site Improvement Plan.*
- (3) *Small Site Improvement Plan.*
- (4) *Preliminary Plat.*
- (5) *Final Plat.*
- (6) *Concurrent Plat.*
- (7) *Planned Zoning Districts.*

This code section is for abbreviated tree preservation plans only. Is only an abbreviated plan reqd in the HHOD?

For what type of projects? Which one: abbreviated or full blown?

- (8) *Parking Lots.* Tree preservation requirements apply to all permit applications for the construction of parking lots with five (5) or more spaces. An abbreviated tree preservation plan, as set forth in §167.04(H)(3), shall be submitted with the application for permits on projects that are not required to go through the subdivision or large scale development process.
- (9) *Hillside/Hilltop Overlay District.* A tree preservation plan or an abbreviated tree preservation plan, as set forth in §167.04(H)(3), shall be submitted for projects located within the Hillside/Hilltop Overlay District. Undeveloped land located within the Hillside/Hilltop Overlay District shall submit a tree preservation plan with the preliminary plat or site plan. Single and two (2) family residential development shall submit an abbreviated tree preservation and site plan at the time of applying for a building permit.
- (10) *Grading Permit.* A tree preservation plan or an abbreviated tree preservation plan, as set forth in §167.04(H)(3), shall be submitted with the application for grading permits on projects that are not required to go through the development process.
- (11) *Building Permits.* Tree preservation requirements apply to all permit applications for developments of greater than 1,200 square feet of impervious area. An abbreviated tree preservation plan, as set forth in §167.04 (H)(3), shall be submitted with the application for building permits on projects that are not required to go through the subdivision, large scale development, or site improvement plan process. There shall be no land disturbance, grading, or tree removal until an abbreviated tree preservation plan has been submitted and approved, and the tree protection measures at the site inspected and approved.
- (12) *Exemptions.* Projects not listed above or not impacting tree canopy are not required to submit a tree preservation plan or review from Urban Forestry.
 - (a) Person seeking to construct 1,200 square feet or less of impervious area are specifically exempt from the provisions of this section except when the land is located within the Hillside/Hilltop Overlay District; then all the provisions of this ordinance shall apply.
 - (b) Structural changes to buildings located in the Hillside/Hilltop Overlay District that do not result in an enlargement of the building footprint or roof dripline shall not require an abbreviated tree preservation plan.

(B) *Tree Preservation Criteria.* The Urban Forester shall consider the following factors, and any other relevant information, when evaluating tree preservation plans:

- (1) The desirability of preserving a tree or group of trees by reason of age, location, size, or species.

- (2) Whether the design incorporates the required tree preservation priorities.
- (3) The extent to which the area would be subject to environmental degradation due to removal of the tree or group of trees.
- (4) The impact of the reduction in tree cover on adjacent properties, the surrounding neighborhood and the property on which the tree or group of trees is located.
- (5) Whether alternative construction methods have been proposed to reduce the impact of development on existing trees.
- (6) Whether the size or shape of the lot reduces the flexibility of the design.
- (7) The general health and condition of the tree or group of trees, or the presence of any disease, injury, or hazard.
- (8) The placement of the tree or group of trees in relation to utilities, structures, and the use of the property.
- (9) The need to remove the tree or group of trees for the purpose of installing, repairing, replacing, or maintaining essential public utilities.
- (10) Whether proposed roads and proposed utilities are designed in relation to the existing topography, and routed, where possible, to avoid damage to existing canopy.
- (11) Construction requirements of on-site and off-site drainage.
- (12) The effects of proposed on-site mitigation or off-site alternatives.
- (13) The effect other chapters of the Unified Development Code, or city policies have on the development design.
- (14) The extent to which development of the site and the enforcement of this chapter are impacted by state and federal regulations.
- (15) The impact a substantial modification or rejection of the application would have on the applicant.

***Note**—The above items are not presented in any particular order of importance. The weight each is given will depend in large part on the individual characteristics of each project.

- (C) *Canopy Area.* In all proposed developments that are required to submit a tree preservation plan or abbreviated tree preservation plan, trees shall be preserved as outlined in Table 1 under Percent Minimum Canopy, unless the applicant has been approved for on-site mitigation or off-site alternatives as set forth in §167.04(I) and (J) below. The square foot percentage of canopy area required for preservation in new development is based on the total area of the property for which the applicant is seeking approval, less the right-of-way and park land dedications. An applicant shall not be required to plant trees in order to reach the percent minimum canopy requirement on land where less than the minimum exists prior to development.

Table 1 Minimum Canopy Requirements	
ZONING DESIGNATIONS	PERCENT MINIMUM CANOPY
R-A, Residential — Agricultural (nonagricultural uses)	25%
RSF-.5, Single-family Residential — One-Half Unit per Acre	25%
RSF-1, Single-family Residential — One Unit per Acre	25%
RSF-2, Single-family Residential — Two Units per Acre	20%

RSF-4, Single-family Residential — Four Units per Acre	25%
RSF-7, Single-family Residential — Seven Units per Acre	20%
RSF-8, Single-family Residential — Eight Units per Acre	20%
RSF-18, Single-family Residential — Eighteen Units per Acre	20%
R-O, Residential — Office	20%
RI-12, Residential Intermediate — Twelve Units Per Acre	20%
RI-U, Residential Intermediate — Urban	15%
RMF-6, Multi-family Residential — Six Units per Acre	20%
RMF-12, Multi-family Residential — Twelve Units per Acre	20%
RMF-18, Multi-family Residential — Eighteen Units per Acre	20%
RMF-24, Multi-family Residential — Twenty-Four Units per Acre	20%
RMF-40, Multi-family Residential — Forty Units per Acre	20%
NS-L, Neighborhood Services — Limited	20%
NS-G, Neighborhood Services — General	20%
C-1, Neighborhood Commercial	20%
CS, Community Services	20%
C-2, Thoroughfare Commercial	15%
UN, Urban Neighborhood	15%
UC, Urban Corridor	20%
UT, Urban Thoroughfare	15%
C-3, Central Business Commercial	15%
DC, Downtown Core	10%
MSC, Main Street Center	10%
DG, Downtown General	10%
NC, Neighborhood Conservation	20%
I-1, Heavy Commercial and Light Industrial	15%
I-2, General Industrial	15%
P-1, Institutional	25%
PZD, Planned Zoning District (HHOD)	25% (30%)

Nice. Easily understood.

All ~~residential~~ zoning districts ~~and C-1 districts~~ within the Hillside/Hilltop Overlay District shall have their percent minimum canopy requirements increased by 5% ~~to a total requirement of either 30% or 25%.~~

(D) *Prior Tree Removal.*

- (1) If trees have been removed below the required percent minimum canopy within the five (5) years preceding application for a development, the site must be forested to meet the Percent Minimum Canopy requirements set forth in Table 1, plus an additional 10% of the total area of the property for which the applicant is seeking approval, less the right-of-way and park land dedications. The number of trees required to be planted shall be calculated using the base density for high priority trees.

-
- (2) *Waiver.* If an applicant is able to demonstrate to the Planning Commission's satisfaction that the trees were removed for a bona fide agricultural purpose, and not with the intent to thwart enforcement of this chapter, the additional 10% reforestation requirement shall be waived.

(E) *Tree Preservation Priorities.*

- (1) *Percent Minimum Canopy.* Proposed designs must meet the percent minimum canopy requirements for the particular zoning designation, emphasizing the preservation and protection of high priority trees on the site. Trees in existing and not to be vacated utility easements shall not be counted toward the percent minimum canopy requirement and such utilities shall be routed, wherever possible, to avoid existing canopy.
- (2) *Existing Natural Features.* Each design shall consider the existing natural features of the site, the preservation priorities for the trees, and the impact their proposed removal may have both on and off-site.
- (3) *Priority Trees.* The preservation and protection of high priority trees shall be enforced most stringently to meet the minimum percentage of canopy preservation. High priority trees are alive, healthy, greater than or equal to an 8-inch diameter at breast height for large and medium species of trees. High priority for small species of trees is greater than or equal to a 4-inch diameter. Low priority trees are invasive species or unhealthy as determined by a tree care professional pursuant to §167.07. Low priority trees are less than an 8-inch diameter at breast height for larger and medium species and less than a 4-inch diameter at breast height for smaller trees species.

(F) *Tree Preservation Requirements for Proposed Residential and Non-Residential Developments.*

- (1) *Residential Developments.* The percent minimum canopy in residential developments shall be located in areas that have the least possibility of impact as public infrastructure and proposed utilities are installed and homes built. The intent is to leave undisturbed as many existing trees as possible for the use and enjoyment of prospective lot owners. Residential developments requesting tree removal below the percent minimum canopy requirement may choose either residential on-site mitigation, or to contribute to the Tree Escrow Account as set forth in §167.04(J)(4)(a). Trees in existing and not to be vacated utility easements shall not be counted toward the percent minimum canopy requirement, and such proposed utilities shall be routed to avoid existing canopy and shall count toward the percent minimum canopy requirement.
- (2) *Nonresidential Developments.* Two (2) options are available for establishing a tree preservation plan for the development of nonresidential developments. The Urban Forester shall recommend to the Planning Commission the option that will potentially preserve the largest amount of high priority canopy based upon the tree preservation criteria set forth in §167.04(B) above.
 - (a) *Preservation Plan for Entire Development.* The developer may choose to preserve the percent minimum canopy required for the entire development. With this option, the preserved canopy shall be located in areas that will not be impacted by future development of the individual lots. Canopy to be preserved shall be noted on the final plat, and shall be protected as set forth in §167.04(L) below. Should the entire percent minimum canopy requirement for the site be so protected, the preserved canopy shall be placed in a tree preservation easement and the final plat shall include a statement that the individual lots, as represented thereon, shall not require separate tree preservation plans.
 - (b) *Preservation Plan for Infrastructure Only.* The developer, in consultation with city staff, shall delineate the area required for the construction of the infrastructure and improvements for the development. This area should include street rights-of-way, and utility and drainage easements. Proposed lot lines, streets, and easements shall be

located to avoid placing a disproportionate percentage of existing canopy in any one (1) proposed lot. This option shall not allow the removal of trees during the grading of individual lots, unless shown by the developer to be essential to the project's engineering design. The developer will be required to compensate for the canopy removed from defined individual lots by making the appropriate payment into the Tree Escrow Account. On all other areas of the development, the developer shall protect the existing canopy during the construction phase in accordance with §167.05 below. The final plat shall include a statement that the individual lots shall require separate tree preservation plans.

- (3) *Hillside/Hilltop Overlay District.* Individual parcels or lots located within the Hillside/Hilltop Overlay District boundary shall submit a tree preservation plan or an abbreviated tree preservation plan as set forth in §167.04(H)(3) indicating the location of the structure and the preservation of the minimum tree canopy requirement.
- (4) Developers have the option of creating cluster development, such as a Planned Zoning District, which would encourage more open space and tree preservation. In this pattern of development, the trees preserved or open space on each lot can be transferred to a larger Tree Preservation Easement instead of individual lots required to meet minimum percent requirements. The Tree Preservation Easements shall be clearly depicted on easement plats or final plats.

(G) *Initial Review.*

- (1) *Meeting with the Urban Forester.* It is strongly recommended that prospective applicants meet with the Urban Forester for an initial review of the proposed tree preservation plan for the site prior to submitting a proposed development to the city. During the initial review, the Urban Forester shall make recommendations to ensure the proposed subdivision or development complies with the requirements of this chapter. These recommendations shall be nonbinding. However, applicants proceed at the risk of higher costs and longer approval times due to changes required by a noncompliant submittal should they choose not to have the initial review or to disregard the recommendations of the Urban Forester.
- (2) *Confirmation.* The Urban Forester shall document whether the applicant participated in the initial review meeting in the Tree Preservation and Protection staff report given to applicants going through the development review process. If the applicant chooses to attend an initial review meeting, the staff report shall also document any recommendations made. The Urban Forester shall ensure that a copy of the report or email becomes part of the permanent file for the project.

(H) *Submittal of Plans.* Applicants should bear in mind that all plans will be evaluated according to the tree preservation criteria and percent minimum canopy requirements as set forth under §167.04(B) and (C).

- (1) *Tree Preservation Plan.* On sites with existing tree canopy, the applicant shall conduct a tree preservation analysis to determine the approximate age, health, size and species distribution of the trees, noting each on a tree preservation plan, and clearly showing the locations and types of all natural features on a site, including features 100 feet beyond the property lines. The tree preservation plan shall also specifically depict the applicable preservation priority level for each tree or group of trees on the site. The plan should include, but not be limited to, delineation of the following features as they exist on the site:
 - (a) The existing topography of the site highlighting slopes of 15% or greater, and indicating the natural drainage patterns;
 - (b) The property line boundaries of the site;
 - (c) Soils identified according to the Unified Soil Classification System;

- (d) Any significant trees, as defined in ~~the City of Fayetteville's Tree Preservation, Protection and Landscape Manual, Chapter 151: Definitions~~ existing on the site, and the location of trunks, spread of the canopy, species, diameter at breast height (DBH), and the overall health of each significant tree;
 - (e) Groupings of trees, delineating the edges of the overall canopy, noting the predominate species, average height, diameter at breast height (DBH), and general health of the trees.
 - (f) All existing utilities and utility easements;
 - (g) All features, including trees, buildings, perennial and intermittent streams and creeks that exist on the site or within 100 feet of the limits of disturbance;
 - (h) Floodplains and floodways on the site;
 - (i) All existing rights-of-way within and surrounding the project site, including any designated trails or bike paths; and,
 - (j) Any other factors that may impact the design of the site.
- (2) *Additional Tree Preservation Plan Content.* The applicant shall indicate all proposed site improvements, and delineate in the tree preservation plan the trees to be retained on-site, and the measures to be implemented for their protection. These measures shall include, but need not be limited to, fencing, limits of root pruning, as well as restrictions on traffic and material storage. The plan shall also clearly depict the limits of soil disturbance to include all areas to be graded both on and off-site, as well as the proposed location of utilities. The applicant should consult the City of Fayetteville Tree Preservation, Protection and Landscape Manual for details, examples and specific checklists. Examples can be provided upon request to the Urban Forester.
- (3) *Abbreviated Tree Preservation Plan.* Applicants requesting approval of development projects for between 1,201 to 10,000 square feet of impervious area that require building permits, grading, or parking lot permits, but that do not fall under the requirements for developments required to go through the development review process of Technical Plat Review Committee, and/or Planning Commission, shall prepare and submit an abbreviated tree preservation plan. The information for an abbreviated tree preservation plan may be combined with the site plan, plat drawing, or grading plan. The applicant is expected to show the general location of all existing groups of trees, individual significant trees, and to clearly depict the limits of soil disturbance to include all areas to be graded, both on and off-site, as well as the proposed location of utilities. Protective measures such as fencing, limits of root pruning, restriction on traffic and materials storage shall be depicted on the plan. A preliminary site visit with the Urban Forester is highly recommended before applying for any of the above-mentioned permits. The applicant should consult the City of Fayetteville Tree Preservation, Protection, and Landscape Manual for details, and specific checklists. Applicants submitting abbreviated tree preservation plans shall not be required to submit an analysis report, nor shall they be required to hire architects, engineers, or landscape architects to prepare the abbreviated tree preservation plan.
- (4) *Analysis Report.* The applicant shall submit an analysis report ~~when minimum percent canopy is not met. The report shall detail the design approaches used to minimize damage to or removal of existing canopy that were considered in arriving at the proposed design. Written justification shall be presented as to why individual trees or canopy must be removed. The report shall also detail proposed on-site mitigation options or off-site alternatives, as detailed below, prepared and signed by an International Society of Arboriculture (ISA)-certified arborist when minimum percent canopy is not met. The report shall include the following:~~

Per ISA website, there are 59 ISA arborists within 100 mile radius and only 25 within 25 miles. How many of them are willing to perform this work? I would be concerned about adding significant costs and time to a project if this were to be required. Especially if the pool of willing ISA arborists is small.

Is the report required for both Tree Preservation plans and Abbreviated Tree Preservation Plans?

Created: 2025-06-24 11:40:36 [EST]

What are Level 2 and Level 3 assessments? Where are these requirements? Level 2 & 3 are not readily available/found on the ISA website.

What cost and time do these evaluation levels add to a project?

What justifies the arborist's discretion to perform more detailed work?

a) Tree Health and Structure Evaluation. The arborist shall conduct a Level 1: Limited Visual Assessment of the site. In conjunction with the site plan provided by the design professional, the arborist shall conduct, at their discretion, a Level 2: Basic Assessment or Level 3: Advanced Assessment of significant trees, as defined in §151, shown to be removed or impacted by the proposed development, and preserved trees showing signs of disease or damage.

What happens if planned preserved trees show disease or damage?

B & C are essentially the same. I would recommend removing B and keeping C if C were modified to read "applicant" which should be the architect, engineer, landscape architect, or owner. Neither should be allowed/required to be created by an arborist.

b) Feasibility of Preservation: Site constraints preventing preservation (e.g. topography, utility conflicts, etc.), evaluation of design modifications that could increase tree retention, and tree protection measures explored and their viability.

c) Recommendations and Justification: Summary of why minimum preservation cannot be met, and a recommended course of action.

On sites where invasive tree species, as defined in §177.09, are present, or where existing canopy is of low quality or limited extent, as determined by the urban forester, urban forestry staff may modify this requirement to prioritize the preservation of high-quality, non-invasive tree species.

What if Urban Forestry not agree with what is presented? Is this subjective?

Subjective.

(5) Grading and Utility Plans. All subsequent grading and Preservation Areas, preserved trees, and the physical limit site required during construction.

Who would perform this evaluation of design and what are their credentials? Who would initially make these recommendations? It reads as though the ISA arborist would be responsible for providing this in their report. An arborist is not certified to evaluate site design modifications. Nor are they certified to express why minimum preservation can be met. A civil engineer/landscape architect should already be presenting the best design that meets public safety requirements, other city code requirements, and that is feasible for the developer. Outside of uncommon or endangered species, or a tree located on a site designated as historic by local, state or federal authorities, should trees dictate a site design performed by a licensed professional?

Subjective. This should be specifically defined by the UDC.

(6) Submittal Requirements. The applicant shall submit a tree plans with removal of tree canopy below percent minimum report to the Urban Forester, concurrently with their tree submitting abbreviated tree preservation plans shall not report.

This could potentially lead to the re-design of a site after the design team has expended thousands, to tens of thousands, of dollars in time if urban forestry is permitted to make a subjective "determination".

Tree Preservation Easements. The City of Fayetteville shall encourage the use of Tree Preservation Easements for the added protection of trees preserved to meet percent minimum canopy requirements or trees planted, in those instances where such would be of mutual benefit to the applicant and the City of Fayetteville.

(II) *Request for On-Site Mitigation.*

- (1) *Timing of Request for On-Site Mitigation.* Requests to remove trees below the percent minimum canopy requirement must be incorporated with the applicant's tree preservation plan.
- (2) *Plan Requirements.* The tree preservation plan must graphically represent the species and location for all existing trees on-site. It shall also include a chart clearly stating the following information:
 - (a) The number of trees requested for removal;
 - (b) The percentage below the percent minimum canopy requirement they represent; and
 - (c) The species and number of trees to be planted based on the forestation requirements below.
- (3) *Planting Details and Notes.* Planting details and notes shall be included on the tree preservation plan or landscape plan as set forth in the City of Fayetteville Tree Preservation, Protection, and Landscape Manual.
- (4) *Forestation Requirements.* The number and species of trees required for forestation shall be based upon the quality of the canopy lost:

-
- (a) *High Priority Canopy.* When removing high priority canopy below the percent minimum canopy required, the canopy square footage removed shall be forested at a base density of two hundred (200), 2-inch caliper trees per acre removed.
 - (b) *Low Priority Canopy.* When removing low priority canopy below the percent minimum required, the canopy square footage removed shall be forested at a base density of one hundred (100), 2-inch caliper trees per acre removed.
 - (5) *Base Density.* Compensating for the environmental damage caused by removing tree canopy shall be accomplished by forestation on a per acre basis. The base density formula used above is based on 2-inch caliper trees. However, the urban forester may approve the use of trees with less than 2-inch caliper for the planting of smaller tree species required by spatial constraints on the site. In such cases, the number of trees to be planted may be adjusted in accordance with the species table to be found in the City of Fayetteville Tree Preservation, Protection, and Landscape Manual.
 - (6) *Preferred Species.* All trees to be planted shall be species native to the Ozark region or native cultivars, when available, or selected from the list of preferred tree species set forth in the City of Fayetteville Tree Preservation, Protection and Landscape Manual. Species selection shall be based upon the amount of space available for proper growth on the site, and must be approved by the Urban Forester.
 - (7) *Placement of Trees.* The applicant is expected to plant trees in locations on the site where the environmental benefits of canopy cover are most likely to offset the impact of development. Trees shall not be placed within utility easements, or in other locations where their future protection cannot be assured.
 - (8) *Residential On-Site Mitigation.* Applicants requesting on-site mitigation for residential developments shall comply with all the provisions of §167.04(I), as well as the following:
 - (a) The applicant's mitigation plan shall meet or exceed the required number of mitigation trees based on the forestation requirements as set forth at §167.04(I)(4).
 - (b) All plans requesting residential on-site mitigation shall include a binding three (3) year maintenance and monitoring plan, which shall hold the applicant responsible for the health of all planted trees.
 - (i) Approval of a plan requesting residential on-site mitigation shall be contingent upon the applicant depositing with the city an irrevocable letter of credit in an amount equal to the estimated cost of materials and labor for all trees at the time of planting. The irrevocable letter of credit must cover the entire three (3) year maintenance and monitoring period. Applicant shall submit cost estimates to the Urban Forester for approval.
 - (ii) Upon completion of the three (3) year landscape establishment period, the Urban Forester shall inspect the site and determine whether 90% of the trees are healthy and have a reasonable chance of surviving to maturity. Upon such a finding, the city shall release the letter of credit.
 - (iii) In the absence of such a finding, the applicant shall be notified to replace any unhealthy or dead trees, or take other appropriate action as approved by the Urban Forester. If the applicant does not take remedial steps to bring the property into compliance, the city shall use the necessary moneys from the landscape establishment guarantee to do so.
 - (iv) In the event trees are injured or destroyed by natural disasters, including but not limited to, tornadoes, straight-line winds, ice storms, fire, floods, hail, or lightning strikes, or through the independent actions of third parties, the applicant shall be relieved of the responsibility of replanting the tree or trees so affected.

-
- (c) Developers requesting mitigation trees be planted along the street right-of-way of residential developments shall submit a landscape plan that complies with the standards outlined in the City of Fayetteville Tree Preservation, Protection, and Landscape Manual in order to ensure that new trees planted are of the highest quality, require low maintenance, and do not interfere with public safety. The species of trees to be planted shall be selected from the approved street tree species list, or be otherwise specifically approved by the Urban Forester. The applicant's mitigation plan for planting street trees shall describe in detail the method for tracking the development of the individual lots, which shall best ensure that required number and species of mitigation trees are planted.
- (9) *Request for On-Site Mitigation Alternatives (Green Roofs or Green Façades).*
- (a) *Intent.* The intent is to allow previously developed sites with at least 50% existing impervious area and limited space for planting trees to use on-site mitigation alternatives to meet the mitigation requirements and still contribute beneficial plant materials that provide positive ecosystem services.
 - (b) *Applicability.* On-Site Mitigation Alternatives shall only be allowed as alternatives to planting trees in form-based zoning districts that allow for mixed-use and do not have a building area maximum requirement. On-Site Mitigation Alternatives may not be utilized on sites that have adequate space to meet landscape requirements.
 - (c) *Timing of Request for On-Site Mitigation Alternatives.* Requests for on-site alternatives must be incorporated and submitted concurrently with the applicant's tree preservation plan.
 - (d) *Intensive Green Roof.* A green roof with 6 inches or great soil medium that can sustain plant species with deeper root systems.
 - (e) *Extensive Green Roof.* A green roof with 2 to 5 inches of soil medium that can sustain plant species with shallow root systems.
 - (f) *Green Façade.* A green façade is created by growing climbing plants up and across the façade of a building, either from plants grown directly in the ground or a large container of at least 12 inches of soil medium. Plants can attach directly to the building or be supported with a 12-inch by 12-inch trellis system connected to the building.
 - (g) *Mitigation Alternative Calculations.* The applicant's plan to install an extensive green roof, intensive green roof, and green façade in lieu of a mitigation tree shall be based from square footage of tree canopy.
 - (i) The calculation for an extensive green roof shall be based from a ratio of 1 square foot of tree canopy to 2.5 square feet of extensive green roof.
 - (ii) The calculation for an intensive green roof shall be based from a ratio of 1 square foot of tree canopy to 1.4 square feet of intensive green roof.
 - (iii) The calculation for a green façade shall be done based from a ratio of 1 square foot of tree canopy to 2.5 square feet of green façade.
- (J) *Request for Off-Site Alternatives.*
- (1) *Timing of Request for Off-Site Alternatives.* Requests for off-site alternatives must be incorporated in, and submitted concurrently with the applicant's tree preservation plan.
 - (2) *Off-Site Preservation.* The applicant may seek approval of the Urban Forester to preserve an equal or greater amount of canopy cover at a site within the city limits.
 - (3) *Off-Site Forestation.*
 - (a) If off-site preservation cannot be achieved, the applicant may seek approval from the Urban Forester to plant the required number of trees on another site owned by the

applicant and located within the city limits. A tree preservation easement must be conveyed concurrently with or prior to submission of a final plat by the applicant to the city to protect any off-site preservation or forestation and the legal description of the tree preservation easement shall also appear on the final plat.

- (b) An applicant may plant and maintain mitigation trees needed for the applicant's development as to fulfill the obligation set forth in Chapter 167, Tree Preservation and Protection, in a nearby city park or public right-of-way if expressly approved by City Council resolution. The City Council shall seek advice from the Urban Forester, Parks and Recreation Department staff and citizens about the advisability of forestation of the nearby city park and may apply express conditions including requiring irrigation to be installed and regular maintenance to be performed by the applicant.
- (4) *Tree Escrow Account.* Tree preservation on-site is always the preferred option, with on-site mitigation, off-site preservation, off-site forestation, and on-site mitigation alternatives to be considered in descending order only if the more preferred option cannot be fully achieved. If none of these options can completely fulfill a developer's obligation under this Tree Preservation and Protection Chapter, the developer shall pay into the City Tree Escrow Account \$250.00 for each tree required to meet the Base Density requirements which fairly represents the costs of material and labor to plant a tree. The developer shall also pay into the Tree Escrow Fund \$425.00 as three (3) years of maintenance costs to ensure each tree survives for that period of time. Tree planting and maintenance costs should be reviewed at least every four (4) years to ensure it remains the fair market costs for tree planting and maintenance for three (3) years.
 - (a) Developments proposed as building permits under Level 2 as outlined in §166.02 (E)(2) are eligible for contribution to the tree escrow account as an option.
 - (b) Residential developments which cannot achieve the base density tree requirements through preservation or mitigation shall contribute to the Tree Escrow Account. The city shall use the money paid into the Tree Escrow Account to plant trees within the development along rights-of-way detention ponds, common areas or other areas where trees can be protected and have a high probability of survival to a mature tree. This shall be accomplished once the development is built out or as approved by the Urban Forester.
 - (c) Money contributed in lieu of on-site mitigation or off-site forestation shall be paid prior to issuance of a building permit on all commercial, industrial, or multi-family residential buildings and prior to final plat acceptance for all residential and non-residential subdivisions.
 - (d) Money contributed under this section:
 - (i) May be used for canopy mitigation, including planting site identification, tree acquisition, planting, and maintenance, utilizing either city staff or contract labor;
 - (ii) Shall not revert to the general fund for ongoing operations.
 - (e) If it is not possible to plant trees within the development, planting locations will be sought in appropriate sites within a 1 mile radius of where the original project is located, but if this cannot be achieved, the moneys shall be used to plant the trees in the park quadrant in which the development took place, or pursuant to §167.04(J)(2) and (3). Data extracted from the urban forest analysis should be consulted when identifying appropriate locations to plant escrow funded trees.
 - (f) The City of Fayetteville shall refund the portion of the money contributed under this section, including the accrued interest that has not been expended seven (7) years from the date of the contribution. Interest shall be based on a 4% annual rate.

-
- (g) Refunds shall be paid to the present owner of the property that was the subject of new development and against which the fee was assessed and collected.
 - (h) Notice of the right to a refund, including the amount of the refund and the procedure for applying for and receiving the refund, shall be sent or served in writing to the applicant no later than thirty (30) days after the date which the refund becomes due. The sending by regular mail of the notices to the applicant shall be sufficient to satisfy the requirement of notice.
 - (i) The refund shall be made on a pro rata basis and shall be paid in full no later than ninety (90) days after the date certain upon which the refund becomes due.
 - (j) At the time of the contribution to the Tree Escrow Account, the Urban Forester shall provide the applicant with written notice of those circumstances under which refunds of such fees will be made. Failure to deliver such written notice shall not invalidate any contribution to the Tree Escrow Account under this ordinance.
- (K) *Tree Preservation Plan Review Form.* The Urban Forester shall use a standardized form for all recommendations or administrative determinations made regarding an applicant's tree preservation plan.
- (1) The form shall clearly indicate whether the Urban Forester is making a final administrative determination, or a recommendation to the Planning Commission or City Council.
 - (2) The form shall also clearly indicate the applicant's plan is "APPROVED," "DISAPPROVED," or "CONDITIONALLY APPROVED," and explain the reasoning therefore.
 - (3) A statement shall appear on the form explaining the process by which a final administrative determination may be appealed in accordance with Chapter 155 of the Unified Development Code.
 - (4) The Urban Forester shall sign and date the form, and ensure that a copy becomes part of the permanent file for the project.
- (L) *Continuing Preservation and Protection Under Approved Tree Preservation Plans and Tree Preservation Easements.*
- (1) Tree Preservation Easement Dedication. Large scale developments, large site improvements, and commercial preliminary plats are required to dedicate a tree preservation easement, if any existing trees are to be preserved. The tree preservation easement shall be the size of the minimum canopy preservation requirement, if possible. If the minimum tree preservation canopy is not available, the applicant will not be required to dedicate the minimum canopy preservation. The applicant will have to dedicate a tree preservation easement that is agreed upon with The Urban Forester. In order to ensure that an applicant's heirs, successors, assigns, or any subsequent purchasers of the subject property are put on notice as to the existence and extent of approved tree preservation easements which shall be clearly depicted and noted on the easement plats for large scale developments, large and small site improvements, commercial final plats, and any plats with a tree preservation easement. This shall be accompanied by a narrative statement describing the nature of the protection afforded and bearing the signature of the Urban Forester. If it is impractical to include the actual depiction of the canopy in a tree preservation easement on the easement plat, or final plat itself, a note cross referencing an accompanying document shall suffice.
 - (2) Tree Preservation Easement Vacation. The geographical extent and location of a tree preservation easement, once recorded, may only be vacated in whole or in part with the express approval of the City Council. Applicants requesting such vacation of an existing tree preservation easement shall bear the burden of proving to the City Council's satisfaction that such vacation is in the best interests of the City of Fayetteville and its residents and businesses. The application for vacation of a tree preservation easement shall be submitted to the urban forester who should present the request and the urban forester's

recommendations to the Urban Forestry Advisory Board for its review and recommendations prior to placing the vacation request on the City Council Agenda. The City Council may require that the establishment of the tree preservation easement be improved by the owner by substantial removal of invasive species, planting of trees approved by the urban forester to improve the canopy within the proposed new tree preservation easement, and/or other mitigation measures.

Perpetuity is not conducive to future needs and city goals such as appropriate infill & revitalization, reducing sprawl, businesses & schools needing expansion, etc. An avg. of 20% preservation in the city's current city limits is 11 square miles which is +7,000 acres.

Requiring tree preservation easements in perpetuity within the limits of the Enduring Green Network would be a good option to strengthen the zoning overlay, but perpetual easements throughout the city impose many future hurdles.

What about property owner's rights to maintain a tree preservation easement in the manner they choose such as generally maintaining the area in a manner preferred by the property owner? Does that need to be defined?

(3) Disturbance and Maintenance of Tree Preservation Easements. Property owners wishing to remove diseased or dead trees from within a recorded tree preservation easement shall seek prior approval from the Urban Forester, who shall determine if such removal is consistent with sound arboricultural and horticultural practices, as well as the intent of this chapter. Any tree so removed shall be replaced with a tree of like or similar species, unless the Urban Forester determines that natural replacements of sufficient health and vigor are already present in the tree preservation easement. Tree preservation easements are established for the purpose of protecting and maintaining existing tree canopy into perpetuity. No grading, excavation, construction, trenching, or any other form of land disturbance or development activity is permitted within the boundaries of a recorded tree preservation easement.

"Development Activity" may benefit from being defined in Ch 151 (Definitions).

What are the appropriate qualifications that an Urban Forester needs to make determinations consistent "sound arboricultural and horticultural practices? Appropriate qualifications required and provided by current and future Urban Foresters? If the property owner disagrees, do they have a course of action/appeal?

Property owners wishing to remove diseased or dead trees, or invasive vegetation of any kind from within a recorded tree preservation easement shall seek prior approval from the Urban Forester, who shall determine if such removal is consistent with sound arboricultural and horticultural practices, as well as the intent of this chapter. Any tree so removed shall be replaced with a native or regionally appropriate tree species, unless the Urban Forester determines that natural replacements of sufficient health and vigor are already present in the tree preservation easement.

Unauthorized removal, cutting, or disturbance of native trees or vegetation within a tree preservation easement constitutes a violation of this chapter and may result in enforcement actions including, but not limited to restoration requirements, and replanting with native or regionally appropriate species at the ratio specified in §167.04(l)(4)(a).

Cons of requiring replacement plantings include lack of genetic diversity, active maintenance, costly, labor-intensive, and high mortality rates. Is a 2" tree costing +\$700 required? Or is a seedling appropriate?

§2.10; Ord. No. 2699, §10, 4-20-93; Ord. No. 3901, §1, 7-5-95; Ord. No. 3963, §6, 4-16-96; Ord. No. 4166, §6, 4-16-98; Ord. No. 4340, 10-2-01; Ord. No. 4539 02-03-04; Ord. No. 4855, 4-18-06; Ord. No. 4930, 3-16-10; Ord. No. 5308, 3-16-10; Ord. No. 5312, 4-20-10; Ord. No. 5427, 8-2-11; Ord. No. 5513, 7-17-12; Ord. No. 5588, 10-20-15; Ord. No. 5818, 10-20-15; Ord. No. 5824, §3, 11-17-15; Ord. No. 5945, §17, 1-17-17; Ord. No. 5986, §17, 1-17-17; Ord. No. 6442, §§1(Exh. A1), 2(Exh. B), 5(Exh. E), 6(Exh. F), 6-1-21; Ord. No. 6446, §9(Exh. D), 6-15-21; Ord. No. 6786, §§ 2—6, 8-20-24; Ord. No. 6793, § 5, 9-17-24; Ord. No. 6830, §4, 1-7-25; Ord. No. 6833, §7, 1-21-25)

TPZ at the dripline is outdated and oversimplified. The Critical Root Zone (CRZ) is the most important area to protect. The CRZ is typically calculated using 1' to 1.75' per 1" of trunk diameter. Protecting to the dripline can be overly conservative depending on tree species and canopy shape. Defining the TPZ per CRZ would better align with ANSI A300 Tree Care Standards. A300 standards are recognized by authorities in the US civil court system.

167.05

Using a CRZ formula based on trunk diameter and species would simplify the tree protection zone determination for design consultants and land surveyors. It may also lead to more appropriate use of land available for infill, redevelopment, and have a positive impact on attainable housing.

(A) *Site* will be conducted by the Urban Forester to ensure compliance with the tree preservation plan.

(B) *Tree Protection.* Trees illustrated as preserved on tree preservation plans shall be protected from construction activity to prevent impingement by or the storage of construction vehicles, materials, debris, spoils or equipment in areas with preserved trees. No filling, excavating or other land disturbance shall take place in areas with preserved trees. Before commencing any construction activity, the applicant shall construct tree protection barriers on the site to establish a tree protection zone (TPZ) the centroid of which shall be the trunk of the tree. If the tree's canopy is asymmetrical, the radius of the TPZ shall extend from the trunk to the furthest extent of the dripline. In all cases, the TPZ shall be no less than 10 feet from the trunk or to the dripline, whichever is greater. If the area within the tree's dripline is affected by construction, the tree may be preserved but replacement plantings may be required by Urban Forestry as a part of the mitigation requirements, along the tree dripline or 10 feet from the trunk, whichever is greater. The applicant shall also post signs [at] areas with preserved trees in accordance with the details, standards, specifications and guidelines provided in the City of Fayetteville Tree Preservation, Protection, and Landscape Manual. The Urban Forester may require other protective measures based upon the individual characteristics of the site and the proposed construction methods. Tree protection measures shall also protect any off-site trees, and the roots of which extend onto the site of the proposed construction. Any applicant damaging or destroying an off-site tree shall be required to mitigate such damage or destruction as prescribed by the Urban Forester. If the required barriers surrounding the areas with preserved trees are not adequately maintained during construction, the Urban Forester shall prescribe remedial measures, and may issue a stop work order in accordance with §153.07(C). All remedial measures shall be completed within the specified amount of time and shall be considered prior to granting final plat approval or issuing a certificate of occupancy.

Subjective.

(Code 1991, §162.11; Ord. No. 3699, §11, 4-20-93; Ord. No. 3925, §8, 10-3-95; Ord. No. 3901, §1, 7-5-95; Ord. No. 3963, §7, 4-16-96; Ord. No. 4008, §1, 12-17-96; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4340, 10-2-01; Ord. No. 5986, §36, 7-6-17)

Using "whichever is greater" can cause confusion. The city's tree preservation fencing detail calls for the fence to be placed at the "critical root zone: 1 foot per 1 inch of trunk diameter." Establishing the tree's dripline requires a surveyor to field locate edges of tree canopies and increases time and costs. As a consultant, it would be preferred to use the critical root zone definition (1' per 1") to establish the minimum tree preservation fencing limits.



MEETING OF NOVEMBER 25, 2025

TO: Mayor Rawn and City Council

THRU: Keith Macedo, Chief of Staff
Jonathan Curth, Development Services Director
Jessica Masters, Planning Director
Keith Macedo, Chief of Staff
Jonathan Curth, Development Services Director
Jessica Masters, Planning Director

FROM: Wesley Frank, Planner
Wesley Frank, Planner

SUBJECT: **VAC-2025-0027: Vacation (2411 W. MEGAN DR./APPLE LILY MANAGEMENT, 402): Submitted by APPLE LILLY MANAGEMENT for property located at 2411 W. Megan Dr in WARD 2. The property is zoned RSF-4, RESIDENTIAL SINGLE-FAMILY, 4 UNITS PER ACRE and contains approximately 0.33 acres. The request is to vacate 0.02 acres of a general utility easement.**

RECOMMENDATION:

Staff recommend approval of **VAC-2025-0027** as shown in the attached Exhibits 'A' and 'B', and with the following condition of approval:

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

BACKGROUND:

The subject area is in central Fayetteville at the corner of W. Megan Drive's intersection with N. Porter Road. The overall 0.33-acre subject area is a single parcel with a single-family dwelling that was developed in 1995, according to Washington County records. The property does not fall within any overlay districts, Master Plan areas or floodplain. A rezoning from RSF-4, Residential Single-Family, 4 Units per Acre to RSF-8, Residential Single-Family, 8 Units per Acre has been proposed and will be heard by City Council on November 18, 2025 after forwarding by the Planning Commission.

Request: The applicant proposes to vacate a portion of an existing general utility easements totaling 0.02 of an acre: a 25-foot wide easement bisects the property north to south on the eastern portion of the property. A survey indicates that the existing house on the property encroaches in to the easement.

DISCUSSION:

The applicant submitted the required approvals with no objections. With submittal of the required vacation forms and utility consent, staff recommends approval.

BUDGET/STAFF IMPACT:

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov

ATTACHMENTS: 3. Staff Review Form, 4. Exhibit A, 5. Exhibit B, 6. Applicant Request Letter (#6), 7. Petition to Vacate, 8. Survey

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2025-2293

AN ORDINANCE TO APPROVE VAC-25-27 FOR PROPERTY LOCATED AT 2411 WEST MEGAN DRIVE IN WARD 2 TO VACATE 0.02 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 right-of-way as described in Exhibit B attached to the Planning Department's memo.

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

Section 3: This vacation approval is subject to the ongoing condition that any damage to or relocation of any existing facilities will be at the property owner/developer's expense.

City of Fayetteville Staff Review Form

2025-2293

Item ID

12/2/2025

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

Jonathan Curth

11/14/2025

DEVELOPMENT REVIEW (630)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

VAC-2025-0027: Vacation (2411 W. MEGAN DR./APPLE LILY MANAGEMENT, 402): Submitted by APPLE LILLY MANAGEMENT for property located at 2411 W. Megan Dr in WARD 2. The property is zoned RSF-4, RESIDENTIAL SINGLE-FAMILY, 4 UNITS PER ACRE and contains approximately 0.33 acres. The request is to vacate 0.02 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:

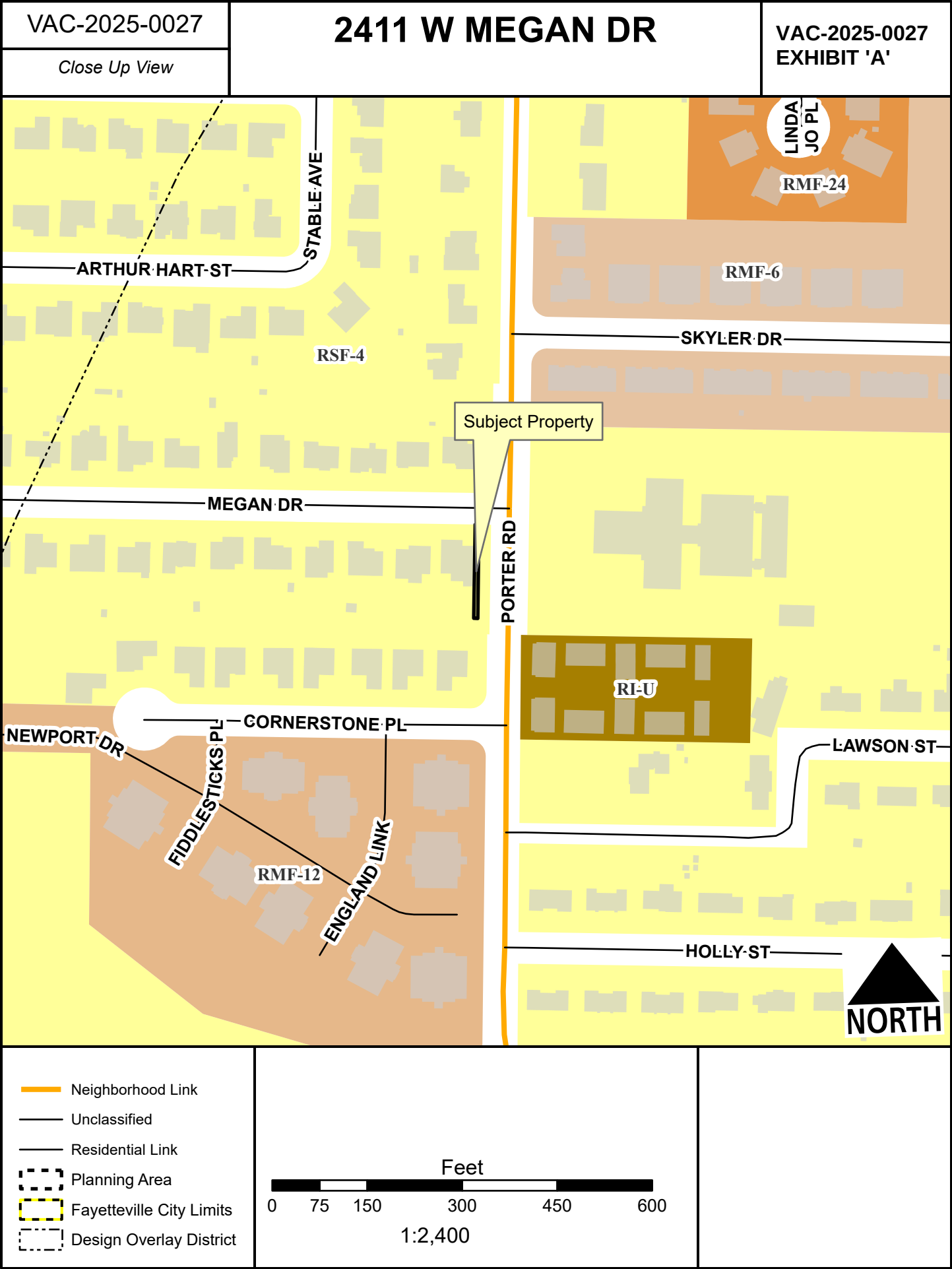
Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:



AREA OF EXISTING UTILITY EASEMENT TO BE VACATED

A PORTION OF A TWENTY-FIVE (25) FOOT WIDE UTILITY EASEMENT, SAID EASEMENT LYING WEST OF AND IMMEDIATELY ADJACENT TO THE EAST BOUNDARY OF LOT ONE (1) OF QUAIL RIDGE SUBDIVISION, AS PER THE PLAT OF SAID SUBDIVISION, FILED IN PLAT BOOK 10 AT PAGE 51 OF THE LAND RECORDS OF WASHINGTON COUNTY, ARKANSAS, SAID PORTION BEING VACATED BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID LOT ONE (1), SAID POINT BEING A CHISELED 'X' IN A CONCRETE SIDEWALK; THENCE N87°03'14"W 19.08 FEET ALONG THE NORTH LINE OF SAID LOT ONE (1) TO THE TRUE POINT OF BEGINNING OF SAID EASEMENT TO BE VACATED; THENCE S02°42'54"W 148.01 FEET TO A POINT ON THE NORTH LINE OF AN EXISTING TWENTY-FIVE (25) FOOT WIDE UTILITY EASEMENT LYING NORTH OF AND IMMEDIATELY ADJACENT TO THE SOUTH BOUNDARY OF SAID LOT ONE (1); THENCE N87°02'36"W 6.54 FEET ALONG THE NORTH LINE OF SAID EASEMENT TO A POINT ON THE WEST LINE OF AN EXISTING TWENTY-FIVE (25) FOOT WIDE UTILITY EASEMENT LYING WEST OF AND IMMEDIATELY ADJACENT TO THE EAST LINE OF SAID LOT ONE (1); THENCE N02°57'23"E 148.01 FEET ALONG THE WEST LINE OF SAID EASEMENT TO A POINT ON THE NORTH LINE OF SAID LOT ONE (1); THENCE S87°03'14"E 5.92 FEET TO THE POINT OF BEGINNING, CONTAINING 922 SQUARE FEET, MORE OR LESS.

To:
City Council
City of Fayetteville, Arkansas

Date: October 21, 2025

Subject: Request for Utility Easement Vacation — 2411 W Megan Drive

Dear Council Members,

I am submitting this request to **vacate a portion of the existing 25-foot utility easement** located along the **east property boundary** at **2411 W Megan Drive** in Fayetteville, Arkansas.

Background & Intent

This request proposes to **retain a 20-foot-wide utility easement** consistent with the City's **Master Street Plan (MSP)** right-of-way corridor. The **remaining narrow portion** of the existing easement is proposed for vacation, as it is **no longer required for utility access or placement**.

This adjustment will bring the parcel into conformance with the City's adopted design standards while maintaining full access for all utilities. The proposed vacation supports **context-sensitive infill opportunities** and advances the City's goals for **attainable housing** and **smart growth** consistent with **City Plan 2040**.

Utility Coordination

The proposed vacation will **not interfere with any active utility infrastructure**. All affected utility providers have been contacted for review and approval, including:

- **AT&T**
- **Cox Communications**
- **SWEPCO**
- **Black Hills Energy**
- **Ozarks Electric Cooperative**
- **City of Fayetteville Water and Sewer Division**

Alignment with City Plan 2040

- **Infill and Revitalization:** Promotes reinvestment within existing city limits using established infrastructure.
- **Discouraging Sprawl:** Encourages inward development, reducing the need for new utility extensions.
- **Infrastructure Efficiency:** Aligns with the City's Master Street Plan and ensures the remaining easement continues to serve essential public functions.

Thank you for your time and consideration of this request. Please let me know if any additional information, documentation, or revisions are needed to support the review process.

Sincerely,

Guangyu Christina Zhu-Weaver



10/20/2025

Apple Lily Management LLC
2411 W Megan Drive
Fayetteville, AR 72703
(518) 526-4395 | gzhuwea@gmail.com

PETITION TO VACATE

A GENERAL UTILITY / WATER & SEWER EASEMENT LOCATED IN

Lot 1, Quail Ridge Subdivision, City of Fayetteville, Arkansas

TO:

The Fayetteville City Planning Commission and
The Fayetteville City Council

We, the undersigned, being all the owners of the real estate abutting the easement hereinafter sought to be abandoned and vacated, lying in **Lot 1, Quail Ridge Subdivision**, City of Fayetteville, Arkansas, a municipal corporation, hereby petition to vacate a general utility / water and sewer easement which is described as follows:

Legal Description of Area to Be Vacated

A portion of a twenty-five (25) foot wide utility easement, said easement lying west of and immediately adjacent to the east boundary of **Lot One (1) of Quail Ridge Subdivision**, as per the plat of said subdivision filed in Plat Book 10 at Page 51 of the Land Records of Washington County, Arkansas, said portion being vacated being more particularly described as follows:

Commencing at the northeast corner of said Lot One (1), said point being a chiseled "X" in a concrete sidewalk;

Thence **N87°03'14"W 19.08 feet** along the north line of said Lot One (1) to the true point of beginning of said easement to be vacated;

Thence **S02°42'54"W 148.01 feet** to a point on the north line of an existing twenty-five (25) foot wide utility easement lying north of and immediately adjacent to the south boundary of said Lot One (1);

Thence **N87°02'36"W 6.54 feet** along the north line of said easement to a point on the west line of an existing twenty-five (25) foot wide utility easement lying west of and immediately adjacent to the east line of said Lot One (1);

Thence **N02°57'23"E 148.01 feet** along the west line of said easement to a point on the north line of said Lot One (1);

Thence **S87°03'14"E 5.92 feet** to the point of beginning,
containing 922 square feet, more or less.

Statement of Purpose

That the abutting real estate affected by said abandonment of the easement is **Lot 1, Quail Ridge Subdivision**, City of Fayetteville, Arkansas (Parcel Address: **2411 W Megan Drive, Fayetteville, AR 72703**), and that said easement has not been used by the public for a period of many years. The petitioners believe that the public interest and welfare will **not be adversely affected** by the abandonment of the portion of the above-described easement.

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

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

WHEREFORE,

The undersigned petitioners respectfully pray that the governing body of the **City of Fayetteville, Arkansas**, abandon and vacate the above-described real estate, subject to said utility and sewer easements, and that title to said real estate sought to be abandoned be vested in the abutting property owners as provided by law, and that as to that particular land, the owners be free from the easements of the public for the use of said easement.

Dated this 20 day of Oct, 20.25

Printed Name

Guangyu Zhu-Weaver

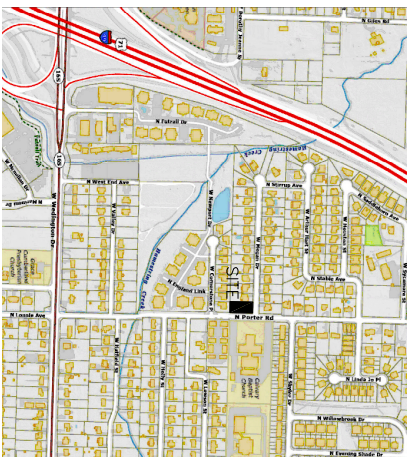
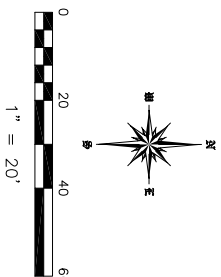
Jesse Weaver

Signature

Guangyu Zhu-Weaver

Jesse Weaver

OWNER: APPLE LILY MANAGEMENT LLC
ADDRESS: 2411 W. MEGAN DR.
FAYETTEVILLE, AR 72703
PARCEL NO. 765-16745-000
BASIS OF BEARING: ARKANSAS STATE PLANNED
COORDINATE SYSTEM
(NORTH ZONE) NAD83



	AC UNIT		FIBER OPTICS SON
	BACKFLOW VALVE		FIRE HYDRANT
	BIOLOG METER		FLAG POLE
	CABLE BOX		GAS METER
	CABLE TV PEDestal		GAS REGULATOR
	COMPETITION POINT		GENERATOR
	CONC. MONUMENT		GROUND LIGHT
	C.O.E. MONUMENT		H.R.C. CONTROL VALVE
	DOWN GULLY		LAMP POST
	ELECTRIC BOX		MAIL BOX
	ELECTRIC PEDestal		PARKING SIGN
	EXHAUST FAN		POWER POLE
	EXIST COTTON SPINDLE		PROPANE TANK
	EXISTING IRON PIPE		RAILROAD SPINE
	EXISTING IRON REBAR		
	FLAG POST		RIGHT OF WAY MONUMENT
	EXIST IRON IN CONCRETE		SANITARY SEWER CLEANOUT
			SENTRYLINE DISH
			SET ALUMINUM MONUMENT
			SET COTTON SPINDLE
			SET STAKE ON LINE
			START MONUMENT
			STONE DRAIN MANHOLE
			STREET SIGN
			TELEPHONE BOX
			TELEPHONE PEDestal
			TRANSFORMER BOX
			WATER LINE SON
			WATER METER
			WHITE WALE
	CENTERLINE ROAD		EASEMENT LINE
	RIGHT-OF-WAY LINE		BUILDING SETBACK LINE
	BARBED-WIRE FENCE		OVERHEAD ELECTRIC LINE
	CHAIN-LINKED FENCE		UNDERGROUND ELECTRIC LINE
	WIRE FENCE		SANITARY SEWER LINE
	MAJOR CONTOUR INTERVAL		STORM SEWER LINE
	MINOR CONTOUR INTERVAL		TELEPHONE LINE
	FIBER-OPTICS LINE		PROPERTY LINE
	TREE CANOPY		

EASEMENT VACATION - FAYETTEVILLE, ARKANSAS

[illegible]



MEETING OF NOVEMBER 25, 2025

TO: Mayor Rawn and City Council

THRU: Keith Macedo, Chief of Staff
Jonathan Curth, Development Services Director
Jessica Masters, Planning Director

FROM: Donna Wonsower, Senior Planner

SUBJECT: **VAC-2025-0023: Vacation (65 S. DUNCAN AVE/DUNCAN AVE APARTMENTS, 522): Submitted by ECOLOGICAL DESIGN GROUP for property located at 65 S. DUNCAN AVE. in WARD 2. The property is zoned MSC, MAIN STREET CENTER, and contains approximately 3.88 acres. The request is to vacate 0.11 acres of right-of-way.**

RECOMMENDATION:

Staff and Planning Commission recommend approval of **VAC-2025-0023** as shown in the attached Exhibits 'A' and 'B', and with the following conditions of approval:

1. Any damage or relocation of existing facilities will be at the property owner/developer's expense;
2. A 15-foot utility easement shall be dedicated centered on the existing gas line;
3. The existing AT&T service shall be terminated before AT&T can abandon a cable serving the associated units. This includes units 13, 21, and 22 at 65 S. Duncan;
4. The 12-inch water line shall be constructed along the project's frontage per the approval of the associated large-scale development (LSD-2025-0007).
5. Any easements required to serve the associated development shall be dedicated with the easement plat.

BACKGROUND:

The subject area is in central Fayetteville directly east of Harmon Field and 600 feet northeast of the Fayetteville High School building. The subject area contains ten parcels along S. Duncan Ave. containing a total of 3.7 acres split between two areas (1 acre and 2.7 acres) which have been developed with a range of uses from single-, two-, three-and four-family dwellings and larger apartment buildings. The existing structures were built between 1926 -1986. Additional details on each parcel is included in a staff attachment. The subject area does not fall within any overlay districts or Master Plan areas. A rezoning from RMF-40, Residential Multifamily, 40 Units per Acre to MSC, Main Street Center was approved by City Council on August 20, 2024, subject to a Bill of Assurance (RZN-2024-0028) limiting some uses of the property. A Large-Scale Development for a mixed-use development with a total of 3,000 square feet of commercial space, 294 multi-family residential units and associated parking was approved by Planning Commission on May 27, 2025 (LSD-2025-0007).

Request: The applicant proposes to vacate a portion of developed street right-of-way totaling 0.11 acres, ranging from 0- to 29-feet-wide along S. Duncan Ave. with an average width of approximately 5 feet.

DISCUSSION:

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov

Staff recommends approval of the applicant's request, finding the vacation of the subject right-of-way to not adversely impact the public interest. The approved large-scale development included a combination of right-of-way vacations and dedications to align master street plan requirements with existing road centerlines. The proposed right-of-way vacation generally aligns with that approval.

At the November 10, 2025 Planning Commission meeting, this item was unanimously forwarded to City Council with a recommendation of approval. No public comment was provided during the public meeting.

BUDGET/STAFF IMPACT:

NA

ATTACHMENTS: 3. Staff Review Form, 4. Exhibit A, 5. Exhibit B, 6. Staff Report



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2025-2429

AN ORDINANCE TO APPROVE VAC-25-23 FOR PROPERTY LOCATED AT 65 SOUTH DUNCAN AVENUE IN WARD 2 TO VACATE 0.11 ACRES OF RIGHT-OF-WAY

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

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

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

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

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

Section 3: This vacation approval is subject to the following conditions:

1. Any damage to or relocation of existing facilities will be at the property owner/developer's expense.
2. A 15-foot utility easement shall be dedicated centered on the existing gas line.
3. The existing AT&T service shall be terminated before AT&T can abandon a cable serving the associated units. This includes units 13, 21, and 22 at 65 S. Duncan.
4. The 12-inch water line shall be constructed along the project's frontage per the approval of the associated large-scale development (LSD-2025-0007).
5. Any easements required to serve the associated development shall be dedicated with the easement plat.

City of Fayetteville Staff Review Form

2025-2429

Item ID

12/2/2025

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

Jonathan Curth

11/14/2025

DEVELOPMENT REVIEW (630)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

VAC-2025-0023: Vacation (65 S. DUNCAN AVE/DUNCAN AVE APARTMENTS, 522): Submitted by ECOLOGICAL DESIGN GROUP for property located at 65 S. DUNCAN AVE. in WARD 2. The property is zoned MSC, MAIN STREET CENTER, and contains approximately 3.88 acres. The request is to vacate 0.11 acres of right-of-way.

Budget Impact:

Account Number

Fund

Project Number

Project Title

Budgeted Item? No

Total Amended Budget

\$ -

Expenses (Actual+Encum)

\$ -

Available Budget

\$ -

Does item have a direct cost? No

Item Cost

\$ -

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ -

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

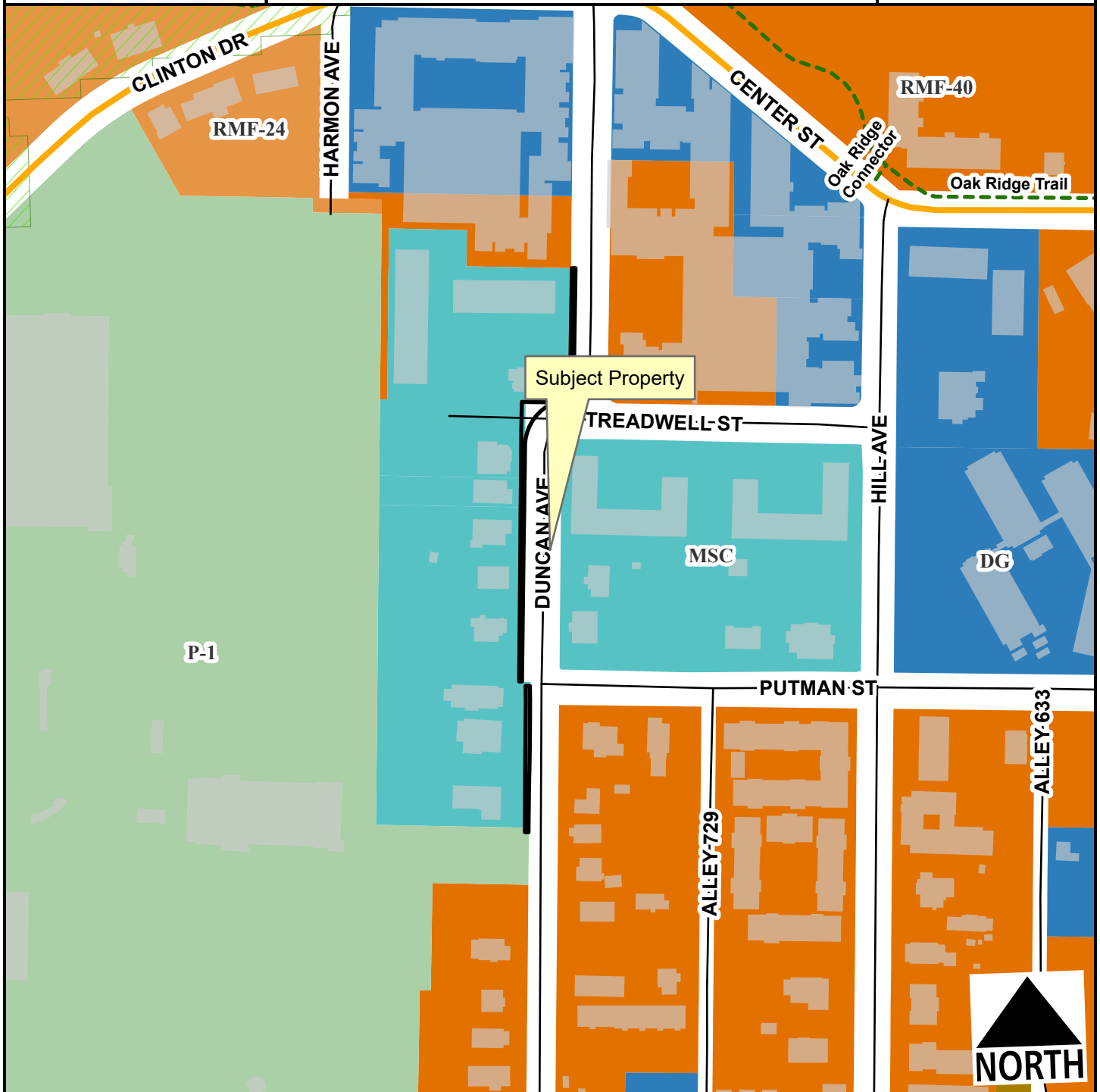
Comments:

VAC-2025-0023

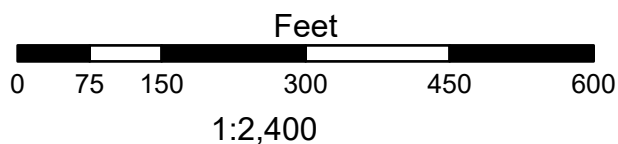
65 S. DUNCAN AVE

VAC-2025-0023
EXHIBIT A

Close Up View



- Neighborhood Link
- Alley
- Residential Link
- Hillside-Hilltop Overlay District
- Planning Area
- Fayetteville City Limits
- Shared-Use Paved Trail





JORGENSEN
+ASSOCIATES
Civil Engineering · Surveying

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

VAC-2025-0023

EXHIBIT B

SOUTH DUNCAN AVENUE RIGHT OF WAY VACATION #1:

A PORTION OF EXISTING SOUTH DUNCAN AVENUE RIGHT OF WAY, BEING LOCATED PARALLEL TO PART OF LOT 3 AND LOTS 4 THROUGH 6, BLOCK 7, I. W. DUNCAN'S ADDITION TO THE CITY OF FAYETTEVILLE, AS SHOWN IN PLAT BOOK 4, PAGE 192, ON FILE IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHEAST CORNER OF THE SAID LOT 6, BLOCK 7, SAID POINT ALSO BEING THE INTERSECTION OF THE NORTHERN RIGHT OF WAY OF WEST TREADWELL STREET AND THE WESTERN RIGHT OF WAY OF SOUTH DUNCAN AVENUE, AND RUNNING N02°52'45"E 5.20 FEET TO THE POINT OF BEGINNING, SAID POINT BEING LOCATED ON THE EXISTING WESTERN RIGHT OF WAY OF SOUTH DUNCAN AVENUE, SAND RUNNING ALONG SAID RIGHT OF WAY N02°52'39"E 179.89 FEET; THENCE LEAVING SAID RIGHT OF WAY S86°46'37"E 5.01 FEET; THENCE S02°52'45"W 179.67 FEET; THENCE ALONG A CURVE TURNING TO THE LEFT, HAVING A RADIUS OF 65.56 FEET, AND WHOSE LONG CHORD BEARS N89°14'47"W 5.00 FEET TO THE POINT OF BEGINNING, CONTAINING IN ALL 0.02 ACRES, OR 899 SQUARE FEET, MORE OR LESS.

SOUTH DUNCAN AVENUE RIGHT OF WAY VACATION #2:

A PORTION OF EXISTING SOUTH DUNCAN AVENUE RIGHT OF WAY AND A PORTION OF EXISTING WEST TREADWELL STREET RIGHT OF WAY, BEING LOCATED PARALLEL TO THE EASTERN BOUNDARY OF LOTS 1 THROUGH 6, BLOCK 6, AND ALONG THE SOUTH BOUNDARY OF LOT 6, BLOCK 7, I. W. DUNCAN'S ADDITION TO THE CITY OF FAYETTEVILLE, AS SHOWN IN PLAT BOOK 4, PAGE 192, ON FILE IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHEAST CORNER OF THE SAID LOT 6, BLOCK 7, SAID POINT ALSO BEING THE INTERSECTION OF THE NORTHERN RIGHT OF WAY OF WEST TREADWELL STREET AND THE WESTERN RIGHT OF WAY OF SOUTH DUNCAN AVENUE, AND RUNNING THENCE N87°07'15"W 21.10 FEET TO THE POINT OF BEGINNING, AND RUNNING THENCE ALONG A CURVE TURNING TO THE LEFT, HAVING A RADIUS OF 65.61 FEET, AND WHOSE LONG CHORD BEARS S35°29'42"W 73.34 FEET; THENCE S02°47'38"W 149.47 FEET; THENCE S02°40'19"W 173.01 FEET; THENCE N87°31'57"W 3.83 FEET TO THE EXISTING WESTERN RIGHT OF WAY OF SOUTH DUNCAN AVENUE, AND RUNNING ALONG SAID RIGHT OF WAY THE FOLLOWING 6 COURSES: N02°28'08"E 14.28 FEET; N02°28'05"E 165.00 FEET; N02°28'13"E 60.00 FEET; N02°28'22"E 40.00 FEET; N02°27'44"E 55.00 FEET; AND N02°52'45"E 50.00 FEET TO THE NORTHERN RIGHT OF WAY OF WEST TREADWELL STREET, AND RUNNING ALONG SAID RIGHT OF WAY S87°07'15"E 44.90 FEET TO THE POINT OF BEGINNING, CONTAINING IN ALL 0.06 ACRES, OR 2,436 SQUARE FEET, MORE OR LESS. SUBJECT TO EASEMENTS AND RIGHT OF WAYS OF RECORD.

SOUTH DUNCAN AVENUE RIGHT OF WAY VACATION #3:

A PORTION OF EXISTING SOUTH DUNCAN AVENUE RIGHT OF WAY, BEING A PART OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 16 NORTH, RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHEAST CORNER OF THE SAID FORTY ACRE TRACT, AND RUNNING S02°36'38"W 705.00 FEET AND N87°31'56"W 13.97 FEET TO THE POINT OF BEGINNING, AND RUNNING THENCE S02°32'17"W 33.92 FEET; THENCE S02°31'37"W 32.54 FEET; THENCE S03°34'50"W 19.62 FEET; THENCE S03°48'37"W 9.20 FEET; THENCE S02°46'34"W 17.79 FEET; THENCE S02°34'24"W 43.05 FEET; THENCE N87°17'27"W 4.92 FEET TO THE EXISTING WESTERN RIGHT OF WAY OF SOUTH DUNCAN AVENUE, AND RUNNING ALONG SAID RIGHT OF WAY THE FOLLOWING 3 COURSES: N02°22'37"E 179.56 FEET; N01°57'32"E 13.71 FEET; AND N00°42'33"E 7.83 FEET; THENCE LEAVING SAID WESTERN RIGHT OF WAY S87°31'57"E 5.90 FEET; THENCE S00°42'33"W 16.72 FEET; THENCE S02°28'22"W 28.29 FEET TO THE POINT OF BEGINNING, CONTAINING IN ALL 0.03 ACRES, OR 1,129 SQUARE FEET, MORE OR LESS.

RIGHT OF WAY DEDICATION:

A PART OF LOT 6, BLOCK 7, I. W. DUNCAN'S ADDITION TO THE CITY OF FAYETTEVILLE, AS SHOWN IN PLAT BOOK 4, PAGE 192, ON FILE IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE SOUTHEAST CORNER OF THE SAID LOT 6, BLOCK 7, SAID POINT ALSO BEING THE INTERSECTION OF THE NORTHERN RIGHT OF WAY OF WEST TREADWELL STREET AND THE WESTERN RIGHT OF WAY OF SOUTH DUNCAN AVENUE, AND RUNNING ALONG THE NORTHERN RIGHT OF WAY OF WEST TREADWELL STREET N87°07'15"W 21.10 FEET; THENCE LEAVING SAID RIGHT OF WAY, ALONG A CURVE TURNING TO THE RIGHT, HAVING A RADIUS OF 65.56 FEET, AND WHOSE LONG CHORD BEARS N79°01'41"E 21.73 FEET TO THE WESTERN RIGHT OF WAY OF SOUTH DUNCAN AVENUE, AND RUNNING ALONG SAID RIGHT OF WAY S02°52'45"W 5.20 FEET TO THE POINT OF BEGINNING, CONTAINING IN ALL 68 SQUARE FEET, MORE OR LESS.



TO: Fayetteville Planning Commission

THRU: Jessie Masters, Planning Director

FROM: Donna Wonsower, Senior Planner

MEETING DATE: November 10, 2025 (UPDATED WITH MEETING RESULTS)

SUBJECT: **VAC-2025-0023: Vacation (65 S. DUNCAN AVE/DUNCAN AVE APARTMENTS, 522):** Submitted by ECOLOGICAL DESIGN GROUP for property located at 65 S. DUNCAN AVE. The property is zoned RMF-24, RESIDENTIAL MULTI-FAMILY, TWENTY-FOUR UNITS PER ACRE and contains approximately 0.94 acres. The request is to vacate 0.11 acres of right-of-way.

RECOMMENDATION:

Staff recommends forwarding **VAC-2025-0023** to the City Council with a recommendation of approval.

RECOMMENDED MOTION:

*"I move to forward **VAC-2025-0023** to City Council with a recommendation of approval, with all conditions as outlined by staff."*

BACKGROUND:

The subject area is in central Fayetteville directly east of Harmon Field and 600 feet northeast of the Fayetteville High School building. The subject area contains ten parcels along S. Duncan Ave. containing a total of 3.7 acres split between two areas (1 acre and 2.7 acres) which have been developed with a range of uses from single-, two-, three-and four-family dwellings and larger apartment buildings. The existing structures were built between 1926 -1986. Additional details on each parcel is included in a staff attachment. The subject area does not fall within any overlay districts or Master Plan areas. A rezoning from RMF-40, Residential Multifamily, 40 Units per Acre to MSC, Main Street Center was approved by City Council on August 20, 2025, subject to a Bill of Assurance (RZN-2024-0028) limiting some uses of the property. A Large-Scale Development for a mixed-use development with a total of 3,000 square feet of commercial space, 294 multi-family residential units and associated parking was approved by Planning Commission on May 27, 2025 (LSD-2025-0007). Surrounding land uses and zoning are depicted in *Table 1*.

Table 1:
Surrounding Land Use and Zoning

Direction	Land Use	Zoning
North	Multifamily Residential	RMF-40, Residential Multifamily, 40 Units per Acre
South	Fayetteville High School Campus	P-1, Institutional
East	Mixed-Density Residential	RMF-40, Residential Multifamily, 40 Units per Acre MSC, Main Street Center
West	Fayetteville High School Campus	RMF-40, Residential Multifamily, 40 Units per Acre P-1, Institutional

Proposal: The applicant proposes to vacate a portion of developed street right-of-way totaling 0.11 acres, ranging from 0- to 29-feet-wide along S. Duncan Ave. with an average width of approximately 5 feet.

DISCUSSION:

Staff recommends approval of the applicant's request. The approved large-scale development included a combination of right-of-way vacations and dedications to align master street plan requirements with existing road centerlines. The proposed right-of-way vacation generally aligns with that approval.

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

<u>Utility</u>	<u>Response</u>
Cox Communications	No objections, provided that any damage or relocation of existing facilities will be at the property owner/developer's expense.
AEP/SWEPCO	No objections, provided that easements required by SWEPCO shall be dedicated as necessary to bury the existing overhead line.
Black Hills Energy	No objections, provided a 15-foot utility easement shall remain centered on the existing gas line.
AT&T	No objections, but noted that Units 13, 21, and 22 at 65 S. Duncan still have service, and those customers will need to terminate their service before AT&T can abandon the cable feeding them.
Ozarks Electric	No objections and no comments.
<u>City of Fayetteville</u>	<u>Response</u>
Water/Sewer	No objections, provided that the 12-inch waterline shall be constructed along the project frontage per LSD-2025-0007
Solid Waste & Recycling	No objections and no comments.
Transportation	No objections, provided any necessary easements are retained.

Public Comment: To date, staff has not received any public comment on this item.

RECOMMENDATION: Staff recommends forwarding **VAC-2025-0023** to City Council with a recommendation of approval, with the following conditions:

Conditions of Approval:

1. Any damage or relocation of existing facilities will be at the property owner/developer's expense;
2. A 15-foot utility easement shall be dedicated centered on the existing gas line;

3. The existing AT&T service shall be terminated before AT&T can abandon a cable serving them. This includes units 13, 21, and 22 at 65 S. Duncan;
4. The 12-inch water line shall be constructed along the project's frontage per the approval of the associated large-scale development (LSD-2025-0007).
5. Any easements required to serve the associated development shall be dedicated with the easement plat.

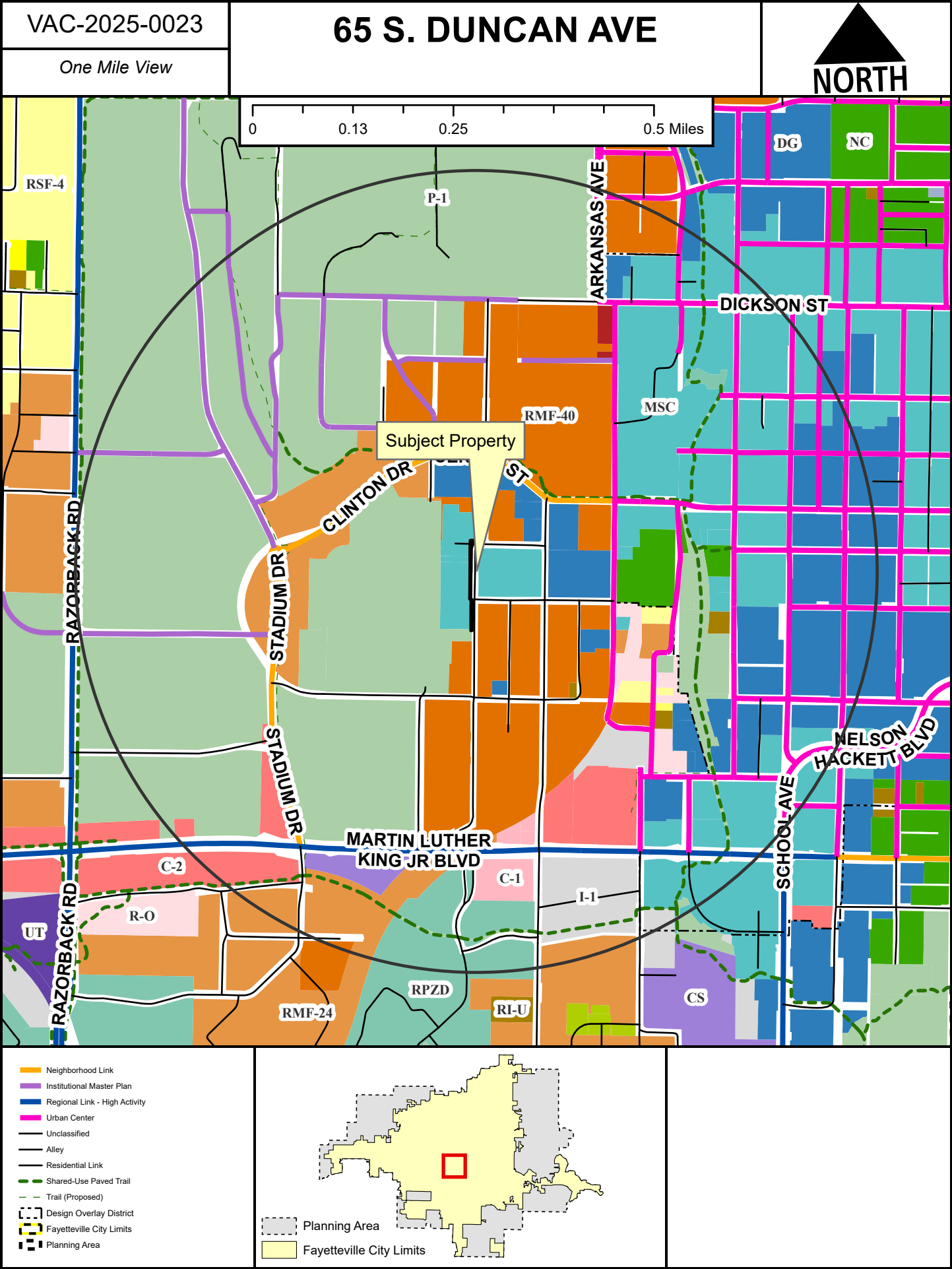
PLANNING COMMISSION ACTION: Required <u>YES</u>			
Date: <u>November 10, 2025</u>	☐ Tabled	☒ Forwarded	☐ Denied
Motion: CABE	"I move to forward VAC-2025-0023 to City Council with a recommendation of approval, with all conditions as outlined by staff."		
Second: PAYNE			
Vote: 8-0-0			

BUDGET/STAFF IMPACT:

None

ATTACHMENTS:

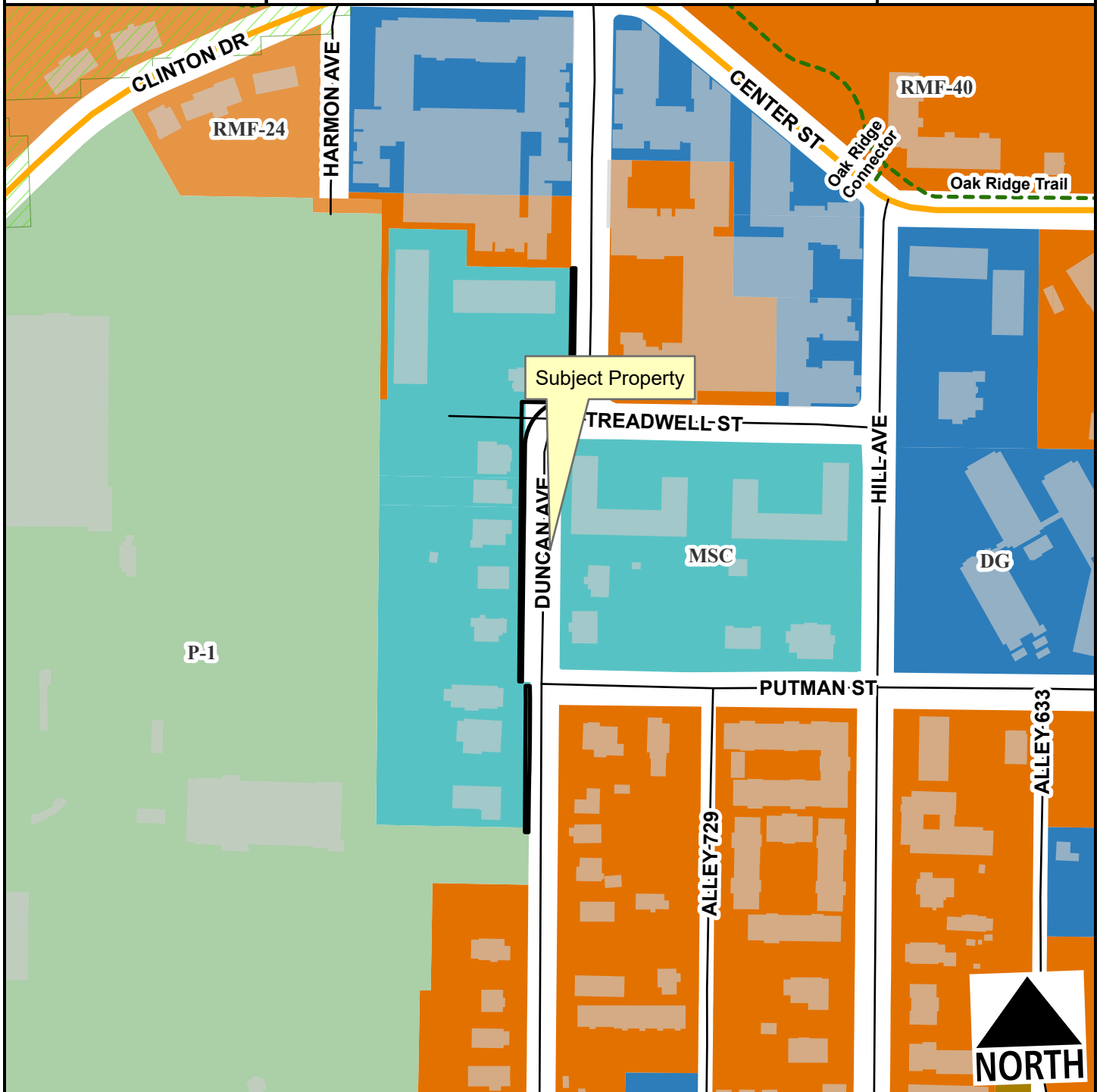
- Project Maps
 - One Mile Map
 - Close-Up Map
 - Current Land Use Map
- Applicant Exhibits
 - Applicant Request Letter
 - Applicant Petition to Vacate
 - Survey – Right-of-way to be Vacated



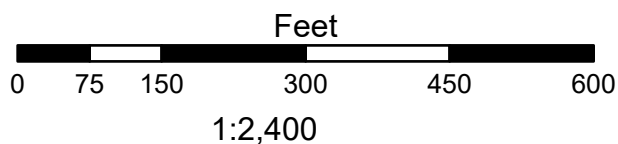
VAC-2025-0023

65 S. DUNCAN AVE

Close Up View



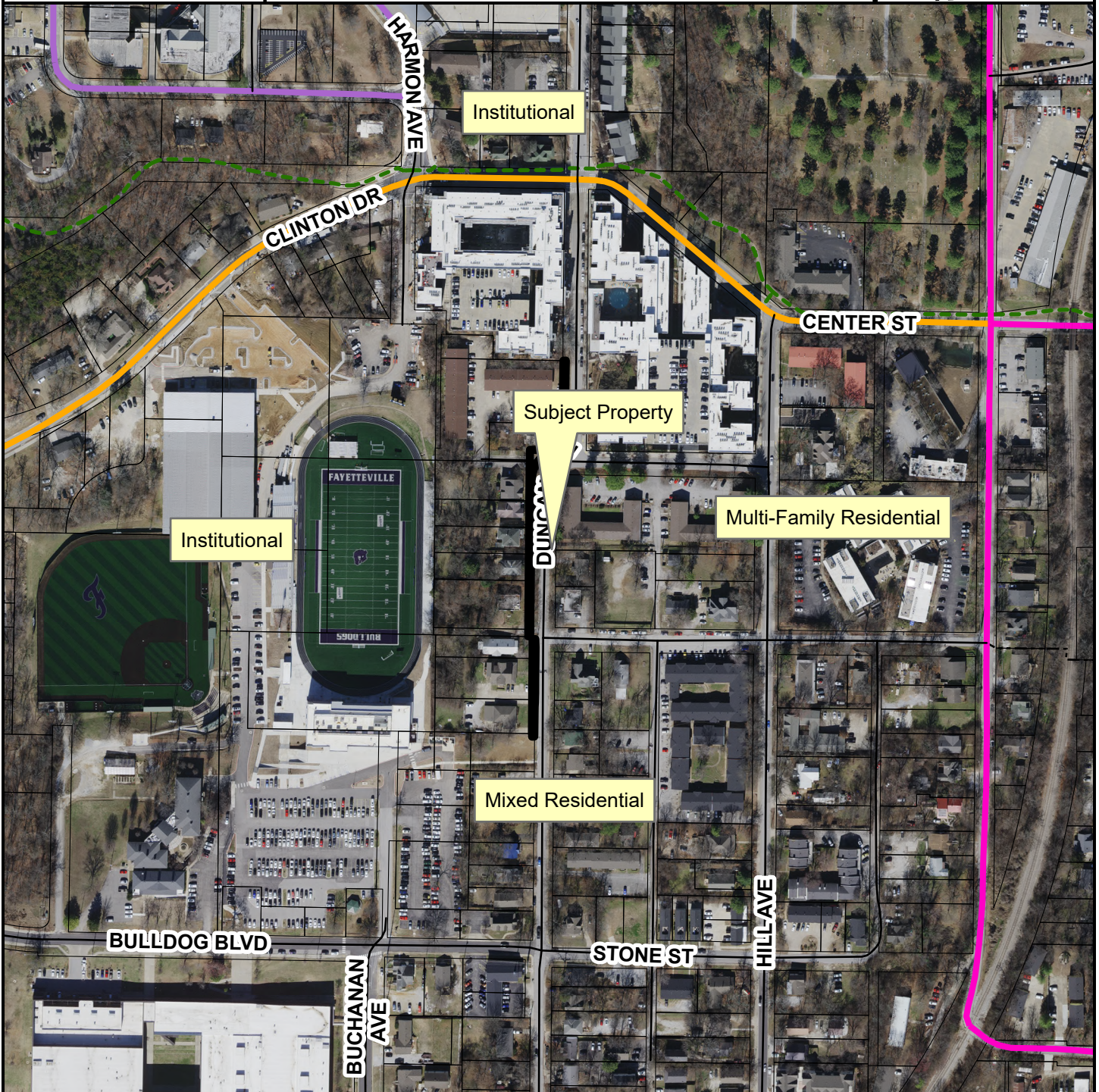
- Neighborhood Link
- Alley
- Residential Link
- Hillside-Hilltop Overlay District
- Planning Area
- Fayetteville City Limits
- Shared-Use Paved Trail



VAC-2025-0023

65 S. DUNCAN AVE

Current Land Use



- Neighborhood Link
- Institutional Master Plan
- Urban Center
- Unclassified
- Alley
- Residential Link
- Planning Area
- Fayetteville City Limits
- Design Overlay District



FEMA Flood Hazard Data

- 100-Year Floodplain
- Floodway



Ecological Design Group
216 West Birch St,
Rogers, AR 72756

August 4, 2025

Planning Commission
Fayetteville Planning Department
125 W. Mountain Street
Fayetteville, AR 72701

RE: Right-of-Way Vacation Request

Planning Commission:

Please accept this Right-of-Way Vacation request for the Duncan Ave Student Housing Development located at South Duncan Avenue, Fayetteville, AR 72701. These Right-of-Way Easement Vacation requests are to remove existing street right-of-way dedications to the City of Fayetteville along the West side of S. Duncan Ave to bring the existing ROW into compliance with the Master Street Plan. This Right-Of-Way Vacation request consists of three segments along S. Duncan Ave. The first right-of-way vacation in question is approximately 899 sq. ft. that runs parallel to South Duncan Avenue, north of Treadwell Street. The second is approximately 2,436 sq. ft. that runs parallel to South Duncan Avenue, south of Treadwell Street to parcel #765-14436-000. The third vacation is approximately 1,129 sq. ft. and extends adjacent to South Duncan Avenue to parcel #765-14440-000. The intent of this request is to bring the existing ROW into compliance with the street sections as proposed in the adopted Master Street Plan.

If you should have any questions, please do not hesitate to contact me. We appreciate your continued support of this project.

Sincerely,

A handwritten signature in black ink, appearing to read 'Katelynn Hopkins', with a long horizontal flourish extending to the right.

Katelynn Hopkins
EIT
(479) 441-0231

PETITION TO VACATE RIGHT-OF-WAY

PETITION TO VACATE A *street right-of-way* LOCATED ON *South Duncan Avenue*, CITY OF FAYETTEVILLE, ARKANSAS.

To: The Fayetteville City Planning Commission
The Fayetteville City Council

We, the undersigned, being all the owners of the real estate abutting the street right-of-way hereafter sought to be abandoned and vacated, lying on *South Duncan Avenue*, City of Fayetteville, Arkansas, a municipal corporation, petition to vacate a street right-of-way which is described as follows:

SEE LEGAL DESCRIPTION ATTACHED.

The abutting real estate affected by the abandonment of the street right-of-way along South Duncan Avenue in the City of Fayetteville has been considered, and it has been determined that the public interest and welfare will not be adversely affected by the vacation of said street right-of-way.

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

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

Dated this 14 day of July, 2025.

Printed Name

Signature

OP III FAY S Duncan, LP,
a Delaware limited Partnership

By: EOP III Sub GP, LLC,
a Delaware limited liability company
its general Partner

By:

PETITION TO VACATE RIGHT-OF-WAY

PETITION TO VACATE A *street right-of-way* LOCATED ON *South Duncan Avenue*, CITY OF FAYETTEVILLE, ARKANSAS.

To: The Fayetteville City Planning Commission
The Fayetteville City Council

We, the undersigned, being all the owners of the real estate abutting the street right-of-way hereafter sought to be abandoned and vacated, lying on *South Duncan Avenue*, City of Fayetteville, Arkansas, a municipal corporation, petition to vacate a street right-of-way which is described as follows:

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

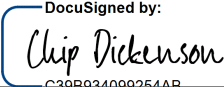
The petitioners further request that the above described real estate be vested in the abutting property owners as provided by law.

7/14/2025

Dated this ____ day of _____, 20____.

Chip Dickenson

Printed Name

DocuSigned by:

C39B934099254AB...
Signature

PETITION TO VACATE RIGHT-OF-WAY

PETITION TO VACATE A *street right-of-way* LOCATED ON *South Duncan Avenue*, CITY OF FAYETTEVILLE, ARKANSAS.

To: The Fayetteville City Planning Commission
The Fayetteville City Council

We, the undersigned, being all the owners of the real estate abutting the street right-of-way hereafter sought to be abandoned and vacated, lying on *South Duncan Avenue*, City of Fayetteville, Arkansas, a municipal corporation, petition to vacate a street right-of-way which is described as follows:

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

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

7/15/2025

Dated this ____ day of _____, 20____.

Elaine Lynch

Printed Name

Signed by:

6AEA406E417A4B3...
Signature

PETITION TO VACATE RIGHT-OF-WAY

PETITION TO VACATE A *street right-of-way* LOCATED ON *South Duncan Avenue*, CITY OF FAYETTEVILLE, ARKANSAS.

To: The Fayetteville City Planning Commission
The Fayetteville City Council

We, the undersigned, being all the owners of the real estate abutting the street right-of-way hereafter sought to be abandoned and vacated, lying on *South Duncan Avenue*, City of Fayetteville, Arkansas, a municipal corporation, petition to vacate a street right-of-way which is described as follows:

SEE LEGAL DESCRIPTION ATTACHED.

The abutting real estate affected by the abandonment of the street right-of-way along South Duncan Avenue in the City of Fayetteville has been considered, and it has been determined that the public interest and welfare will not be adversely affected by the vacation of said street right-of-way.

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

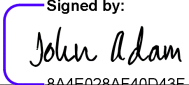
The petitioners further request that the above described real estate be vested in the abutting property owners as provided by law.

7/14/2025

Dated this ____ day of _____, 20____.

John Adam

Printed Name

Signed by:

8A4E028AF40D43F...
Signature

PETITION TO VACATE RIGHT-OF-WAY

PETITION TO VACATE A *street right-of-way* LOCATED ON *South Duncan Avenue*, CITY OF FAYETTEVILLE, ARKANSAS.

To: The Fayetteville City Planning Commission
The Fayetteville City Council

We, the undersigned, being all the owners of the real estate abutting the street right-of-way hereafter sought to be abandoned and vacated, lying on *South Duncan Avenue*, City of Fayetteville, Arkansas, a municipal corporation, petition to vacate a street right-of-way which is described as follows:

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

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

7/16/2025

Dated this ____ day of _____, 20____.

Rachel Smith

Printed Name

Signed by:

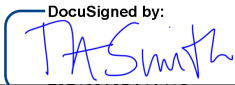
Rachel Smith

E0488FAB1CF9417...

Signature

Travis Smith

Printed Name

DocuSigned by:

F9E166A3DA1A41C...

Signature

LEGAL DESCRIPTION

Duncan Avenue- ROW Easement Vacation

SOUTH DUNCAN AVENUE RIGHT OF WAY VACATION #1:

A PORTION OF EXISTING SOUTH DUNCAN AVENUE RIGHT OF WAY, BEING LOCATED PARALLEL TO PART OF LOT 3 AND LOTS 4 THROUGH 6, BLOCK 7, I. W. DUNCANS ADDITION TO THE CITY OF FAYETTEVILLE, AS SHOWN IN PLAT BOOK 4, PAGE 192, ON FILE IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SAID LOT 6, BLOCK 7, SAID POINT ALSO BEING THE INTERSECTION OF THE NORTHERN RIGHT OF WAY OF WEST TREADWELL STREET AND THE WESTERN RIGHT OF WAY OF SOUTH DUNCAN AVENUE, AND RUNNING N02°54'25"E 50.22 FEET TO THE POINT OF BEGINNING, SAID POINT ALSO BEING LOCATED ON THE EXISTING WESTERN RIGHT OF WAY OF SOUTH DUNCAN AVENUE; THENCE RUNNING ALONG SAID RIGHT OF WAY N02°53'29"E 39.98 FEET; THENCE LEAVING SAID RIGHT OF WAY S86°46'37.6"W 51 FEET; THENCE S02°54'25"W 39.67 FEET; THENCE ALONG A CURVE TURNING TO THE LEFT, HAVING A RADIUS OF 65.56 FEET, AND WHOSE LONG CHORD BEARS N89°14'47.5"W 50.0 FEET TO THE POINT OF BEGINNING, CONTAINING IN ALL 0.02 ACRES, OR 899 SQUARE FEET, MORE OR LESS.

SOUTH DUNCAN AVENUE RIGHT OF WAY VACATION #2

A PORTION OF EXISTING SOUTH DUNCAN AVENUE RIGHT OF WAY AND A PORTION OF EXISTING WEST TREADWELL STREET RIGHT OF WAY, BEING LOCATED PARALLEL TO THE EASTERN BOUNDARY OF LOTS 1 THROUGH 6, BLOCK 6, AND ALONG THE SOUTH BOUNDARY OF LOT 6, BLOCK 7, I. W. DUNCANS ADDITION TO THE CITY OF FAYETTEVILLE, AS SHOWN IN PLAT BOOK 4, PAGE 192, ON FILE IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE SAID LOT 6, BLOCK 7, SAID POINT ALSO BEING THE INTERSECTION OF THE NORTHERN RIGHT OF WAY OF WEST TREADWELL STREET AND THE WESTERN RIGHT OF WAY OF SOUTH DUNCAN AVENUE, AND RUNNING THENCE ALONG A CURVE TURNING TO THE LEFT, HAVING A RADIUS

OF 65.61 FEET, AND WHOSE LONG CHORD BEARS S35°29'42"W 73.34 FEET; THENCE S02°47'38"W 45.51 FEET; THENCE S02°47'38"W 37.76 FEET; THENCE S02°47'38"W 104.24 FEET; THENCE S02°47'38"W 49.65 FEET; THENCE S02°47'38"W 63.9 FEET; THENCE S02°40'19"W 3.01 FEET; THENCE N87°13'37.3"W 38.3 FEET TO THE EXISTING WESTERN RIGHT OF WAY OF SOUTH DUNCAN AVENUE, AND RUNNING ALONG SAID RIGHT OF WAY THE FOLLOWING 6 COURSES: N02°28'08"E 148.2 FEET; N02°26'55.1"E 60.2 FEET; N02°31'36.6"E 50.0 FEET; N02°29'22.4"E 40.0 FEET; N02°27'42.4"E 50.00 FEET TO THE NORTHERN RIGHT OF WAY OF WEST TREADWELL STREET, AND RUNNING ALONG SAID RIGHT OF WAY S87°07'49.4"E 49.0 FEET TO THE POINT OF BEGINNING, CONTAINING IN ALL 0.06 ACRES, OR 2,436 SQUARE FEET, MORE OR LESS. SUBJECT TO EASEMENTS AND RIGHT OF WAYS OF RECORD.

SOUTH DUNCAN AVENUE RIGHT OF WAY VACATION #3

A PORTION OF EXISTING SOUTH DUNCAN AVENUE RIGHT OF WAY, BEING A PART OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 16 NORTH, RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE SAID FORTY ACRE TRACT, AND RUNNING S02°38'36"W 70.05 FEET AND N87°31'57"W 13.97 FEET TO THE POINT OF BEGINNING, AND RUNNING THENCE S02°31'17"W 33.92 FEET; THENCE S02°31'37"W 52.4 FEET; THENCE S03°34'50"W 19.62 FEET; THENCE S03°48'37"W 20.29 FEET; THENCE S02°43'19.7"E 77.79 FEET; THENCE S02°34'24"W 43.05 FEET; THENCE N87°27'24"W 92.72 FEET TO THE WESTERN RIGHT OF WAY OF SOUTH DUNCAN AVENUE, AND RUNNING ALONG SAID RIGHT OF WAY THE FOLLOWING 3 COURSES: N02°30'43"W 79.56 FEET; N02°37'32.1"W 72.81 FEET; N02°28'08"E 73.83 FEET; THENCE LEAVING SAID WESTERN RIGHT OF WAY N87°31'57"E 50.97 FEET; THENCE S02°43'31.7"E 16.27 FEET; THENCE N02°28'22.9"W 28.9 FEET TO THE POINT OF BEGINNING, CONTAINING IN ALL 0.03 ACRES, OR 1,129 SQUARE FEET, MORE OR LESS.

NOTES:

1. PARCEL #765-04823-001, #765-04824-000, #765-04825-000, #765-04810-000, #765-04811-000, #765-04813-000, #765-04814-000, #765-14436-000, #765-14441-000, #765-14440-000
2. CURRENT ZONING: MSC & RMF-40
3. ROTATION BASED ON ARKANSAS STATE PLANE, NORTH ZONE, NAD83
4. BOUNDARY BASED ON:
I. WARRANTY DEED, FILE #93-17965
II. WARRANTY DEED, FILE #2016-0002088
III. WARRANTY DEED, FILE #2024-0005470
IV. PROPERTY LINE ADJUSTMENT, PLAT FILE #2013-00011396
V. EASEMENT PLAT FOR LOT 1, HARVEY HILL SUBDIVISION, PLAT FILE #0024-0000007
5. PER GRAPHIC PLOTTING ONLY, THE SUBJECT PROPERTY IS LOCATED WITHIN ZONE "K" AS SHOWN ON FEMA FIRM PANELS #05143020266 & #0514302166, BOTH BEARING AN EFFECTIVE DATE OF 1/25/2004 AND IS NOT LOCATED WITHIN A SPECIAL FLOOD HAZARD ZONE.

ZONING & SETBACKS:

ZONED: MSC, MAIN STREET / CENTER
ZONED: RMF-40

SETBACKS:
FRONT: 25' BUILD-TO ZONE
SIDE: NONE
REAR: 9'
REAR FROM CENTERLINE OF ALLEY: 12'

SETBACKS:
FRONT: 25' BUILD-TO ZONE
SIDE: 9'
REAR: 9'

PARCEL #765-04824-000:

A PART OF LOT 3, ALL OF LOTS 4 AND 5, A PART OF LOT 6, A PORTION OF A VACATED ALLEY, ALL IN BLOCK 7, I. W. DUNCANS ADDITION TO THE CITY OF FAYETTEVILLE, AS SHOWN IN PLAT BOOK 4, PAGE 192, ON FILE IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS AND A PORTION OF THE NORTHERN HALF OF VACATED WEST TREADWELL STREET, ALL LOCATED IN FAYETTEVILLE, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHEAST CORNER OF THE SAID BLOCK 7, AND RUNNING N02°52'45"E 55.00 FEET TO THE POINT OF BEGINNING, SAID POINT ALSO BEING LOCATED ON THE WESTERN RIGHT OF WAY OF SAID PLATTED ALLEY, AND RUNNING THENCE N87°07'15"W 150.00 FEET; THENCE S02°52'45"W 60.00 FEET TO A POINT LOCATED ON THE WESTERN RIGHT OF WAY OF SOUTH DUNCAN STREET; THENCE N87°07'15"W 111.00 FEET; THENCE N02°52'45"E 25.00 FEET TO THE INTERSECTION OF THE WESTERN AND SOUTHERN RIGHT OF WAY OF A PLATTED ALLEY, AND RUNNING ALONG SAID SOUTHERN RIGHT OF WAY S87°07'15"E 10.00 FEET TO THE EASTERN RIGHT OF WAY OF SAID PLATTED ALLEY, AND RUNNING ALONG SAID EASTERN RIGHT OF WAY N02°52'45"E 186.00 FEET; THENCE LEAVING SAID ALLEY RIGHT OF WAY S87°40'20"E 251.00 FEET TO THE WESTERN RIGHT OF WAY OF SOUTH DUNCAN AVENUE, AND RUNNING ALONG SAID RIGHT OF WAY S02°52'45"W 130.00 FEET TO THE POINT OF BEGINNING, CONTAINING IN ALL 0.80 ACRES, MORE OR LESS, SUBJECT TO EASEMENTS AND RIGHT OF WAYS OF RECORD.

PARCEL #765-04825-000:

A PART OF LOT 6, BLOCK 7, I. W. DUNCANS ADDITION TO THE CITY OF FAYETTEVILLE, AS SHOWN IN PLAT BOOK 4, PAGE 192, ON FILE IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS AND A PORTION OF THE NORTHERN HALF OF VACATED WEST TREADWELL STREET, ALL LOCATED IN FAYETTEVILLE, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE SOUTHEAST CORNER OF THE SAID LOT 6, BLOCK 7, SAID POINT ALSO BEING THE INTERSECTION OF THE NORTHERN RIGHT OF WAY OF WEST TREADWELL STREET AND THE WESTERN RIGHT OF WAY OF SOUTH DUNCAN AVENUE, AND RUNNING ALONG SAID WEST TREADWELL RIGHT OF WAY N87°07'15"W 66.00 FEET TO THE INTERSECTION OF THE WESTERN RIGHT OF WAY OF WEST TREADWELL STREET AND THE WESTERN RIGHT OF WAY OF SOUTH DUNCAN AVENUE, AND RUNNING ALONG SAID WESTERN RIGHT OF WAY S02°52'45"W 25.00 FEET; THENCE LEAVING SAID RIGHT OF WAY N87°07'15"W 84.00 FEET; THENCE LEAVING SAID RIGHT OF WAY S02°52'45"W 55.00 FEET TO THE POINT OF BEGINNING, CONTAINING IN ALL 0.24 ACRES, MORE OR LESS, SUBJECT TO EASEMENTS AND RIGHT OF WAYS OF RECORD.

PARCEL #765-04810-000:

LOT 1, BLOCK 6, I. W. DUNCANS ADDITION TO THE CITY OF FAYETTEVILLE, WASHINGTON COUNTY, ARKANSAS, AS SHOWN IN PLAT BOOK 4, PAGE 192, ON FILE IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS AND THE SOUTHERN HALF OF THE VACATED WEST TREADWELL STREET, ALL LOCATED IN FAYETTEVILLE, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTHWEST CORNER OF THE SAID LOT 1, AND RUNNING THENCE N02°52'45"E 25.00 FEET; THENCE S87°07'15"E 186.00 FEET TO THE WESTERN RIGHT OF WAY OF SOUTH DUNCAN STREET, AND RUNNING ALONG SAID RIGHT OF WAY S02°52'45"W 25.00 FEET; THENCE LEAVING SAID RIGHT OF WAY S02°52'45"W 55.00 FEET; THENCE LEAVING SAID RIGHT OF WAY N87°07'15"W 150.00 FEET; THENCE N02°52'45"E 55.00 FEET TO THE POINT OF BEGINNING, CONTAINING IN ALL 0.36 ACRES, MORE OR LESS, SUBJECT TO EASEMENTS AND RIGHT OF WAYS OF RECORD.

PARCEL #765-04811-000:

THE NORTH 40 FEET OF LOT 2, BLOCK 6, I. W. DUNCANS ADDITION TO THE CITY OF FAYETTEVILLE, AS SHOWN IN PLAT BOOK 4, PAGE 192, ON FILE IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS, ALSO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTHWEST CORNER OF THE SAID LOT 2, AND RUNNING THENCE S87°07'15"E 185.00 FEET TO THE WESTERN RIGHT OF WAY OF SOUTH DUNCAN STREET, AND RUNNING ALONG SAID RIGHT OF WAY S02°52'45"W 40.00 FEET; THENCE LEAVING SAID RIGHT OF WAY N87°07'15"W 195.00 FEET; THENCE N02°52'45"E 40.00 FEET TO THE POINT OF BEGINNING, CONTAINING IN ALL 0.18 ACRES, MORE OR LESS, SUBJECT TO EASEMENTS AND RIGHT OF WAYS OF RECORD.

PARCEL #765-04812-000:

THE SOUTH 15 FEET OF LOT 2 AND THE NORTH 45 FEET OF LOT 3, BLOCK 6, I. W. DUNCANS ADDITION TO THE CITY OF FAYETTEVILLE, AS SHOWN IN PLAT BOOK 4, PAGE 192, ON FILE IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS, ALSO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHWEST CORNER OF THE SAID LOT 2, AND RUNNING N02°28'00"E 15.00 FEET TO THE POINT OF BEGINNING, AND RUNNING THENCE S87°07'15"E 165.00 FEET TO THE WESTERN RIGHT OF WAY OF SOUTH DUNCAN STREET, AND RUNNING ALONG SAID RIGHT OF WAY S02°28'00"W 60.00 FEET; THENCE LEAVING SAID RIGHT OF WAY N87°07'15"W 195.00 FEET; THENCE N02°28'00"E 80.00 FEET TO THE POINT OF BEGINNING, CONTAINING IN ALL 0.27 ACRES, MORE OR LESS, SUBJECT TO EASEMENTS AND RIGHT OF WAYS OF RECORD.

PARCEL #765-04813-000:

THE SOUTH 10 FEET OF LOT 3 AND ALL OF LOT 4, BLOCK 6, I. W. DUNCANS ADDITION TO THE CITY OF FAYETTEVILLE, AS SHOWN IN PLAT BOOK 4, PAGE 192, ON FILE IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS, ALSO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE SOUTHWEST CORNER OF THE SAID LOT 4, AND RUNNING THENCE N02°28'00"E 60.00 FEET; THENCE S87°07'15"E 195.00 FEET TO THE WESTERN RIGHT OF WAY OF SOUTH DUNCAN STREET, AND RUNNING ALONG SAID RIGHT OF WAY S02°28'00"W 60.00 FEET; THENCE LEAVING SAID RIGHT OF WAY N87°07'15"W 195.00 FEET TO THE POINT OF BEGINNING, CONTAINING IN ALL 0.29 ACRES, MORE OR LESS, SUBJECT TO EASEMENTS AND RIGHT OF WAYS OF RECORD.

PARCEL #765-04814-000:

LOT 5 AND THE NORTH 45 FEET OF LOT 6, BLOCK 6, I. W. DUNCANS ADDITION TO THE CITY OF FAYETTEVILLE, AS SHOWN IN PLAT BOOK 4, PAGE 192, ON FILE IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS, ALSO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTHWEST CORNER OF THE SAID LOT 5, AND RUNNING THENCE S87°07'15"E 195.00 FEET TO THE WESTERN RIGHT OF WAY OF SOUTH DUNCAN STREET, AND RUNNING ALONG SAID RIGHT OF WAY S02°28'00"W 100.00 FEET; THENCE LEAVING SAID RIGHT OF WAY N87°07'15"W 195.00 FEET; THENCE N02°28'00"E 100.00 FEET TO THE POINT OF BEGINNING, CONTAINING IN ALL 0.45 ACRES, MORE OR LESS, SUBJECT TO EASEMENTS AND RIGHT OF WAYS OF RECORD.

PARCEL #765-14436-000:

A PART OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 16 NORTH, RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHWEST CORNER OF THE SAID 40 ACRE TRACT, AND RUNNING S02°30'38"W 705.00 FEET, AND N87°31'57"W 4.88 FEET TO THE POINT OF BEGINNING, SAID POINT ALSO BEING LOCATED ON THE WESTERN RIGHT OF WAY OF SOUTH DUNCAN STREET, AND RUNNING THENCE N87°31'57"W 215.25 FEET; THENCE N02°31'57"E 45.00 FEET; THENCE S87°15'21"E 215.00 FEET TO THE WESTERN RIGHT OF WAY OF SOUTH DUNCAN STREET, AND RUNNING ALONG SAID RIGHT OF WAY S02°28'00"W 45.00 FEET TO THE POINT OF BEGINNING, CONTAINING IN ALL 0.22 ACRES, MORE OR LESS, SUBJECT TO EASEMENTS AND RIGHT OF WAYS OF RECORD.

PARCEL #765-14441-000:

A PART OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 16 NORTH, RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHWEST CORNER OF THE SAID 40 ACRE TRACT, AND RUNNING S02°30'38"W 705.00 FEET TO THE POINT OF BEGINNING, AND RUNNING THENCE S02°30'38"W 86.17 FEET; THENCE N02°17'52"W 220.00 FEET; THENCE N02°31'57"E 85.25 FEET; THENCE S87°15'21"E 13.13 FEET TO THE POINT OF BEGINNING, CONTAINING IN ALL 0.40 ACRES, MORE OR LESS, SUBJECT TO EASEMENTS AND RIGHT OF WAYS OF RECORD.

PARCEL #765-14440-000:

A PART OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 16 NORTH, RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHWEST CORNER OF THE SAID 40 ACRE TRACT, AND RUNNING S02°30'38"W 781.17 FEET TO THE POINT OF BEGINNING, AND RUNNING THENCE S02°30'38"W 70.00 FEET; THENCE N02°17'52"E 218.00 FEET; THENCE N02°31'57"E 80.00 FEET; THENCE S87°12'21"E 20.00 FEET; THENCE N02°31'57"E 10.00 FEET; THENCE S87°12'21"E 189.89 FEET TO THE POINT OF BEGINNING, CONTAINING IN ALL 0.35 ACRES, MORE OR LESS, SUBJECT TO EASEMENTS AND RIGHT OF WAYS OF RECORD.

SOUTH DUNCAN AVENUE RIGHT OF WAY VACATION #1:

A PORTION OF EXISTING SOUTH DUNCAN AVENUE RIGHT OF WAY, BEING LOCATED PARALLEL TO PART OF LOT 3 AND LOTS 4 THROUGH 6, BLOCK 7, I. W. DUNCANS ADDITION TO THE CITY OF FAYETTEVILLE, AS SHOWN IN PLAT BOOK 4, PAGE 192, ON FILE IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHEAST CORNER OF THE SAID LOT 4, BLOCK 7, SAID POINT ALSO BEING THE INTERSECTION OF THE NORTHERN RIGHT OF WAY OF WEST TREADWELL STREET AND THE WESTERN RIGHT OF WAY OF SOUTH DUNCAN AVENUE, AND RUNNING N02°52'45"E 5.26 FEET TO THE POINT OF BEGINNING, SAID POINT BEING LOCATED ON THE EXISTING WESTERN RIGHT OF WAY OF SOUTH DUNCAN AVENUE, SAID RUNNING ALONG SAID RIGHT OF WAY N02°52'45"E 178.89 FEET; THENCE LEAVING SAID RIGHT OF WAY S88°48'57"E 5.01 FEET; THENCE S02°45'24"W 178.89 FEET; THENCE ALONG A CURVE TURNING TO THE LEFT, HAVING A RADIUS OF 65.56 FEET, AND WHOSE LONG CHORD BEARS N89°14°42'W 5.00 FEET TO THE POINT OF BEGINNING, CONTAINING IN ALL 0.02 ACRES, OR 899 SQUARE FEET, MORE OR LESS.

SOUTH DUNCAN AVENUE RIGHT OF WAY VACATION #2:

A PORTION OF EXISTING SOUTH DUNCAN AVENUE RIGHT OF WAY AND A PORTION OF EXISTING WEST TREADWELL STREET RIGHT OF WAY, BEING LOCATED PARALLEL TO THE EASTERN BOUNDARY OF LOTS 1 THROUGH 6, BLOCK 7, AND ALONG THE SOUTH BOUNDARY OF LOT 6, BLOCK 7, I. W. DUNCANS ADDITION TO THE CITY OF FAYETTEVILLE, AS SHOWN IN PLAT BOOK 4, PAGE 192, ON FILE IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHEAST CORNER OF THE SAID LOT 6, BLOCK 7, SAID POINT ALSO BEING THE INTERSECTION OF THE NORTHERN RIGHT OF WAY OF WEST TREADWELL STREET AND THE WESTERN RIGHT OF WAY OF SOUTH DUNCAN AVENUE, AND RUNNING THENCE N87°07'15"W 21.10 FEET TO THE POINT OF BEGINNING, AND RUNNING THENCE ALONG A CURVE TURNING TO THE LEFT, HAVING A RADIUS OF 65.56 FEET, AND WHOSE LONG CHORD BEARS S02°29'24"W 72.34 FEET; THENCE S02°47'38"W 149.47 FEET; THENCE S02°40'19"W 173.01 FEET; THENCE N87°31'57"W 3.83 FEET TO THE EXISTING WESTERN RIGHT OF WAY OF SOUTH DUNCAN AVENUE, AND RUNNING ALONG SAID RIGHT OF WAY THE FOLLOWING 4 COURSES: N02°28'00"E 14.28 FEET, N02°30'57"E 165.00 FEET, N02°28'13"E 60.00 FEET, N02°30'25"E 40.00 FEET, N02°27'45"E 50.00 FEET, AND N02°52'45"E 50.00 FEET TO THE NORTHERN RIGHT OF WAY OF WEST TREADWELL STREET, AND RUNNING ALONG SAID RIGHT OF WAY S87°07'15"E 44.90 FEET TO THE POINT OF BEGINNING, CONTAINING IN ALL 0.00 ACRES, OR 2,436 SQUARE FEET, MORE OR LESS, SUBJECT TO EASEMENTS AND RIGHT OF WAYS OF RECORD.

SOUTH DUNCAN AVENUE RIGHT OF WAY VACATION #3:

A PORTION OF EXISTING SOUTH DUNCAN AVENUE RIGHT OF WAY, BEING A PART OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 16 NORTH, RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHEAST CORNER OF THE SAID FORTY ACRE TRACT, AND RUNNING S02°30'38"W 705.00 FEET AND N87°31'57"W 13.93 FEET TO THE POINT OF BEGINNING, AND RUNNING THENCE S02°31'57"E 38.84 FEET; THENCE S02°10'19"W 35.54 FEET; THENCE S87°34'57"W 16.62 FEET; THENCE S02°34'57"W 9.20 FEET; THENCE S02°48'45"W 17.79 FEET; THENCE S02°34'57"W 43.05 FEET; THENCE N87°12'21"W 4.92 FEET TO THE EXISTING WESTERN RIGHT OF WAY OF SOUTH DUNCAN AVENUE, AND RUNNING ALONG SAID RIGHT OF WAY THE FOLLOWING 3 COURSES: N02°22'07"E 179.58 FEET, N01°57'26"E 124.71 FEET, AND N00°42'03"E 7.83 FEET; THENCE LEAVING SAID WESTERN RIGHT OF WAY S87°31'57"E 5.80 FEET; THENCE S02°45'24"W 18.75 FEET; THENCE S02°30'22"W 35.28 FEET TO THE POINT OF BEGINNING, CONTAINING IN ALL 0.03 ACRES, OR 1,129 SQUARE FEET, MORE OR LESS.

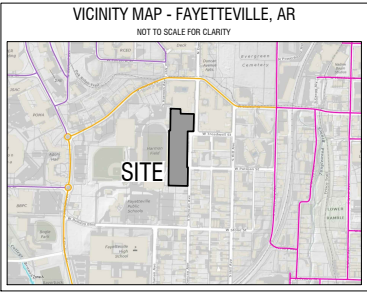
RIGHT OF WAY DEDICATION:

A PART OF LOT 6, BLOCK 7, I. W. DUNCANS ADDITION TO THE CITY OF FAYETTEVILLE, AS SHOWN IN PLAT BOOK 4, PAGE 192, ON FILE IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE SOUTHWEST CORNER OF THE SAID LOT 6, BLOCK 7, SAID POINT ALSO BEING THE INTERSECTION OF THE NORTHERN RIGHT OF WAY OF WEST TREADWELL STREET AND THE WESTERN RIGHT OF WAY OF SOUTH DUNCAN AVENUE, AND RUNNING ALONG THE NORTHERN RIGHT OF WAY OF WEST TREADWELL STREET N87°07'15"W 21.10 FEET; THENCE LEAVING SAID RIGHT OF WAY, ALONG A CURVE TURNING TO THE RIGHT, HAVING A RADIUS OF 65.56 FEET, AND WHOSE LONG CHORD BEARS N79°19'11"E 21.73 FEET TO THE WESTERN RIGHT OF WAY OF SOUTH DUNCAN AVENUE, AND RUNNING ALONG SAID RIGHT OF WAY S02°52'45"W 5.26 FEET TO THE POINT OF BEGINNING, CONTAINING IN ALL 88 SQUARE FEET, MORE OR LESS.

SURVEYORS CERTIFICATION:

I HEREBY CERTIFY THAT THE PLAN SHOWN AND DESCRIBED HEREON IS A TRUE AND CORRECT SURVEY AND THAT THE MONUMENTS HAVE BEEN PLACED AS STATED HEREON.

DAVID L. JORGENSEN, ARLS #1111# DATE



PROJECT TITLE:
HARMON PLACE

PROJECT LOCATION:
FAYETTEVILLE, AR

124 W Sunbridge Drive, Suite 5
Fayetteville, AR 72703
www.jorgensenar.com
479.442.2127
City Engineer & Surveyor
Established 1995

JORGENSEN
+ ASSOCIATES
Civil Engineering & Surveying



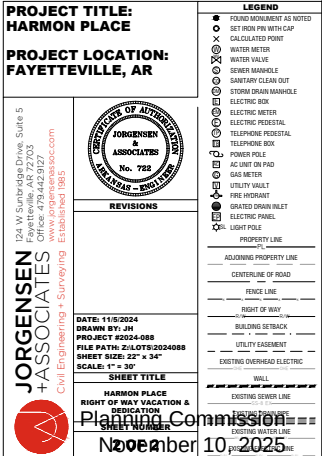
REVISIONS

DATE: 11/5/2024
DRAWN BY: JH
PROJECT #2024-088
FILE PATH: Z:\DOTS\2024088
SHEET SIZE: 24" x 36"
SCALE: 1" = 30'

SHEET TITLE
HARMON PLACE
RIGHT OF WAY VACATION &
OFFICIAL
Planning Commission
November 10, 2025
SHEET NUMBER

LEGEND

- FOUND MONUMENT AS NOTED
- SET FROM PIV WITH CAP
- CALCULATED POINT
- WATER VALVE
- UNDER MANHOLE
- SANITARY CLEAN OUT
- STORM DRAIN MANHOLE
- ELECTRIC BOX
- ELECTRIC METER
- ELECTRIC PEDESTAL
- TELEPHONE PEDESTAL
- TELEPHONE BOX
- POWER POLE
- AC UNIT ON PAD
- GAS METER
- UTILITY INLET
- FIRE HYDRANT
- GRAVED DRAIN INLET
- ELECTRIC PANEL
- LIGHT POLE
- PROPERTY LINE
- ADJOINING PROPERTY LINE
- CENTERLINE OF ROAD
- FENCE LINE
- RIGHT OF WAY
- BUILDING SETBACK
- UTILITY EASEMENT
- EXISTING OVERHEAD ELECTRIC
- WELL
- EXISTING SEWER LINE
- EXISTING WATER LINE





MEETING OF NOVEMBER 25, 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-2025-0052: Rezone (SOUTH OF 111 E. ROCK ST./KCMS, 524): Submitted by FLINTLOCK LTD for property located SOUTH OF 111 E. ROCK ST in WARD 1. The property is zoned R-O, RESIDENTIAL-OFFICE, and contains approximately 0.20 acres. The request is to rezone the property to DG, DOWNTOWN GENERAL.**

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 property is located on the west side of the alley that connects E. Rock Street and E. South Street, between S. College Avenue and S. Mill Avenue. The property contains one parcel totaling 0.20 of an acre which is currently undeveloped. A concept plat (CPL-2025-0008) has been submitted for the development of cluster housing with additional discussions between the applicant and staff about multi-family development. The property is not part of any zoning overlay or master plan area.

Request: The request is to rezone the subject property from R-O, Residential-Office, to DG, Downtown General.

Public Comment: Staff has received two public comments in opposition to this request, with primary concerns centered around lack of planning, concerns for compliance with the future Downtown Master plan, traffic increase, and cluster housing density.

Land Use Compatibility: Staff finds the proposed zoning of DG, Downtown General to be compatible with the surrounding area. DG is designed to support and allow a diverse range of residential, commercial, and institutional uses, which compliments a similar diversity of uses located nearby (e.g., varied housing, Yvonne Richardson Community Center, Penguin Ed's, Feed & Folly, and downtown Fayetteville). This contrasts with R-O which has limited by-right residential uses and is focused predominantly on allowing office commercial use. The property only fronts on to an alley, and with the City passing Ord. 6869, it is permissible for alleys to be used as frontage, allowing for this property to be developed. Like the nearby DG, RMF-24, and RI-U zoning districts, DG is an urban-form district which has a 0 to 25-foot build to zone, promoting pedestrian-oriented development by encouraging buildings to be constructed closer to the front property line. Additionally, the bulk and area requirements for R-O are considerably greater (60-90 lot widths for single- to three-family) than the 18-foot width requirement of DG, which allows for more residential development opportunities on smaller

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

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properties. The area requirements of R-O are more intense as well requiring 6,000 to 8,000 square feet of lot area for development compared to DG not having any. The setbacks for R-O are significantly greater than DG, further highlighting the required size of any property for development. Given the use allowances and greater flexibility for development that DG permits, Staff finds that rezoning the subject property to DG would allow for greater opportunities for development in the area that are compatible.

Land Use Plan Analysis: Staff finds that a rezoning to DG would be consistent with the City's adopted land use plans. City Plan 2040's Future Land Use Map designates the property as Residential Neighborhood Area; these areas are intended to support a wide variety of housing types in walkable urban neighborhoods. A rezoning to DG could allow for the creation of residential opportunities due to the reduced lot size requirements, which can in turn can allow for diverse housing types. The property has a high infill score of 9, which indicates that this area is a suitable location for additional infill because of the available local infrastructure and development. The subject property is located near a Tier 1 city node that is centered on the Downtown Square, 1,900 feet away. As per the City's 2040 plan, "buildings found in a Tier One Center include multi-story residential and commercial with a dense mix of shops, homes, jobs, and amenities." Staff finds that the requested rezoning could allow for the creation of missing middle housing that meets City Goals #1 (appropriate infill), #3 (compact development), and #6 (attainable housing options).

CITY PLAN 2040 INFILL MATRIX: City Plan 2040's Infill Matrix indicates 9 attributes. The following elements of the matrix contribute to the score:

- Adequate Fire Response (Station #1, 303 W. Center St.)
- Near Sewer Main (8-inch main, S. College Avenue (separate from subject property to the west))
- Near Water Main (8-inch main, S. College Avenue (separate from subject property to the west))
- Near U of A Campus
- Near City Park (Yvonne Richardson Community Center; Ralph "Buddy" Hayes Park)
- Near Paved Trail (MLK side path)
- Near ORT Bus Stop (Willow & Huntsville; Willow & Rock; Huntsville & Ray; N. College & Center (East))
- Near Razorback Bus Stop (Downtown Square)
- Near Sufficient Intersection Density

DISCUSSION:

At the November 10, 2025 Planning Commission meeting, a vote of 8-0-0 forwarded the request to City Council with a recommendation of approval. Commissioner Cabe made the motion with Commissioner Castin seconding. One member of the public attempted to speak at the meeting; however, a communication error resulted in them not being heard. That speaker's comment was added to the Planning Commission report that is included in the report.

BUDGET/STAFF IMPACT:

ATTACHMENTS: 3. Staff Review Form, 4. Exhibit A, 5. Exhibit B, 6. Staff Report

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Fayetteville, AR 72701

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City of Fayetteville, Arkansas

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

Legislation Text

File #: 2025-2426

AN ORDINANCE TO REZONE THE PROPERTY DESCRIBED IN REZONING PETITION RZN-2025-52 FOR APPROXIMATELY 0.20 ACRES LOCATED SOUTH OF 111 EAST ROCK STREET IN WARD 1 FROM R-O, RESIDENTIAL-OFFICE TO DG, DOWNTOWN 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 R-O, Residential-Office to DG, Downtown General.

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

City of Fayetteville Staff Review Form

2025-2426

Item ID

12/2/2025

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

Jonathan Curth

11/14/2025

DEVELOPMENT REVIEW (630)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

RZN-2025-0052: Rezone (SOUTH OF 111 E. ROCK ST./KCMS, 524): Submitted by FLINTLOCK LTD for property located SOUTH OF 111 E. ROCK ST in WARD 1. The property is zoned R-O, RESIDENTIAL-OFFICE, and contains approximately 0.20 acres. The request is to rezone the property to DG, DOWNTOWN GENERAL.

Budget Impact:

Account Number

Fund

Project Number

Project Title

Budgeted Item? No

Total Amended Budget

\$ -

Expenses (Actual+Encum)

\$ -

Available Budget

\$ -

Does item have a direct cost? No

Item Cost

\$ -

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ -

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

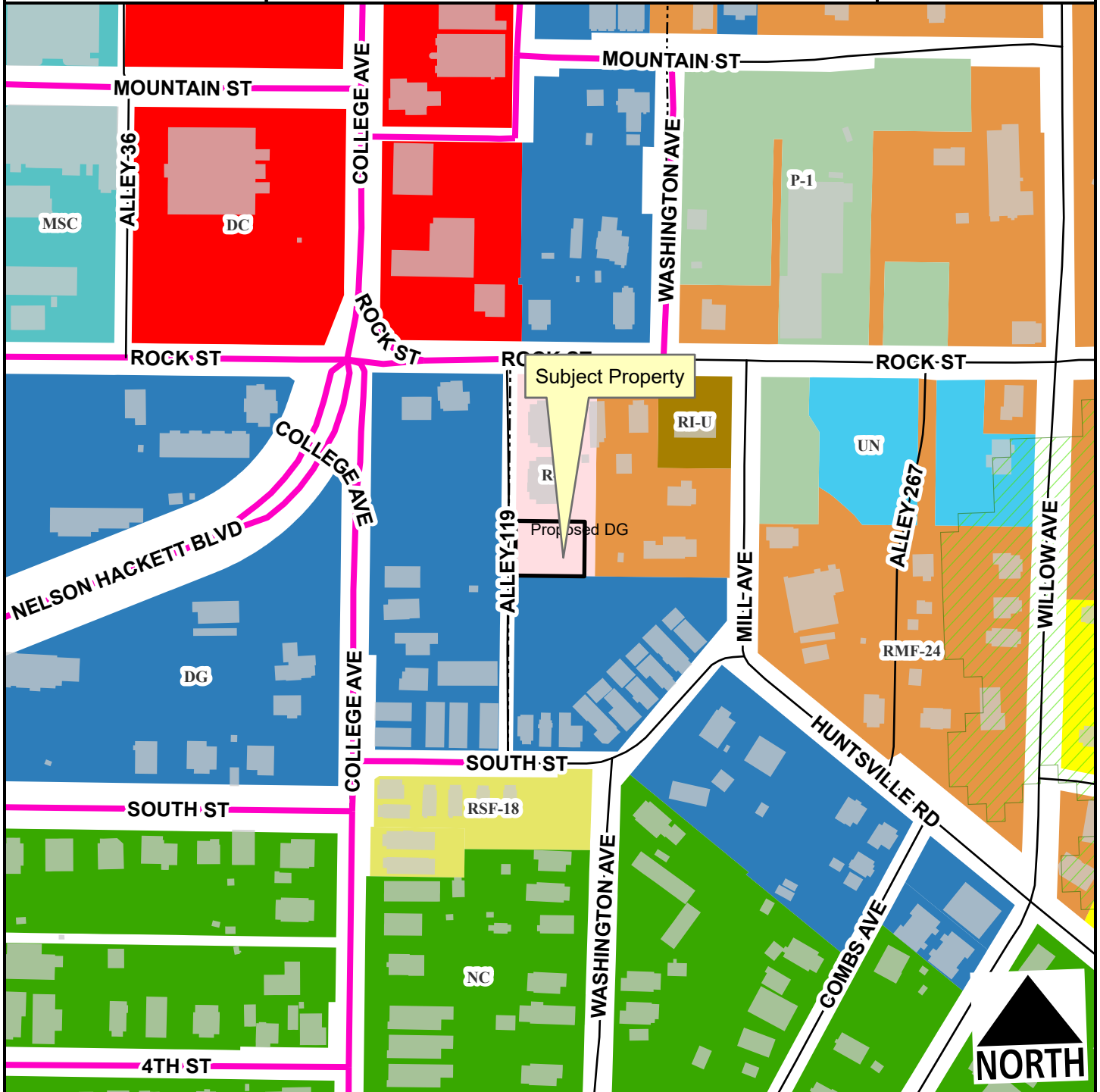
Comments:

RZN-2025-0052

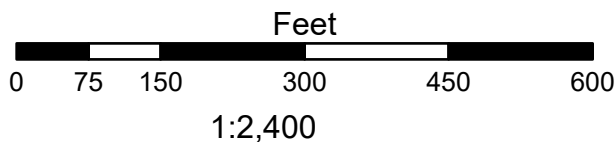
SOUTH OF 111 E. ROCK ST

RZN-2025-0052
Exhibit 'A'

Close Up View



- Urban Center
- Alley
- Residential Link
- Hillside-Hilltop Overlay District
- Design Overlay District
- Planning Area
- Fayetteville City Limits



Zone	Current	Proposed
------	---------	----------

DG	0.0	0.2
R-O	0.2	0.0

Total 0.2 ac



September 25, 2025

222 S COLLEGE

Legal description

Parcel # 765-02973-000:

- W 100 FT LOT 8 BLOCK 2
- The West 100 feet of Lot 8, Block 2, Boles Addition, to the City of Fayetteville, Washington County, Arkansas, as shown on plat record X2 at page page 76.
- Subject to recorded instruments, covenants, rights of way, and easements, if any. Subject to all prior mineral reservations and oil and gas leases, if any.

Respectfully,
FLINTLOCK LTD CO

A handwritten signature in black ink, appearing to read "Allison Thurmond Quinlan".

Allison Thurmond Quinlan
AIA RLA LEED AP
Principal Architect



TO: Fayetteville Planning Commission

THRU: Jessie Masters, Planning Director

FROM: Wesley Frank, Planner

MEETING DATE: November 10, 2025 **Updated w/ meeting results**

SUBJECT: **RZN-2025-0052: Rezone (SOUTH OF 111 E. ROCK ST./KCMS, 524):**
Submitted by FLINTLOCK LTD for property located SOUTH OF 111 E. ROCK ST. The property is zoned R-O, RESIDENTIAL-OFFICE, and contains approximately 0.20 acres. The request is to rezone the property to DG, DOWNTOWN GENERAL.

RECOMMENDATION:

Staff recommends forwarding **RZN-2025-0052** to the City Council with a recommendation of approval, based on the findings herein.

RECOMMENDED MOTION:

*"I move to forward **RZN-2025-0052** to the City Council with a recommendation for approval."*

BACKGROUND:

The subject property is located in an alley between E. Rock Street and E. South Street about 300 feet southeast from the S. Nelson Hackett Boulevard and E. Rock Street intersection. The property contains one parcel totaling 0.20 of an acre which is currently undeveloped. A concept plat (CPL-2025-0008) has been submitted for the development of cluster housing with additional discussions between the applicant and staff about multi-family development. The property is not part of any zoning overlay or master plan area. Surrounding land uses and zoning are listed in *Table 1*.

Table 1
Surrounding Land Use and Zoning

Direction	Land Use	Zoning
North	Two-Family Residential	R-O, Residential-Office
South	Undeveloped	DG, Downtown General
East	Single-Family Residential	RMF-24, Residential Multifamily, 24 Units per Acre
West	Single-Family Residential; Undeveloped	DG, Downtown General

Request: The request is to rezone the subject property from R-O, Residential-Office, to DG, Downtown General.

Public Comment: To date, staff has not received any public comment.

INFRASTRUCTURE AND ENVIRONMENTAL REVIEW:

Streets: The property's western frontage, an alley, is partially improved with asphalt paving. Any street improvements required in these areas would be determined at the time of development proposal.

Water: Public water is not available to the subject area.

Sewer: Sanitary sewer is not available to the subject area.

Drainage: No portion of the subject property lies within the Hillside-Hilltop Overlay District or a FEMA floodplain. Additionally, no protected streams or hydric soils are present on the subject property. Any improvements or requirements for drainage will be determined at time of development.

Fire: Station 1, located at 303 W. Center St., protects this site. The property is located approximately 0.7 miles from the fire station with an anticipated drive time of approximately 2 minutes using existing streets. The anticipated response time would be approximately 4.2 minutes. Fire Department response time is calculated based on the drive time plus 1 minute for dispatch and 1.2 minutes for turn-out time. Within the City Limits, the Fayetteville Fire Department has a response time goal of 6 minutes for an engine and 8 minutes for a ladder truck.

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

Tree Preservation:

The proposed zoning district of DG, Downtown General, requires **10% minimum canopy preservation**. The current zoning district of R-O, Residential-Office, requires **20% minimum canopy preservation**.

CITY PLAN 2040 FUTURE LAND USE PLAN: City Plan 2040 Future Land Use Plan designates the property within the proposed rezone as 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. Residential Neighborhood encourages highly connected, compact blocks with gridded street patterns and reduced building setbacks. It also encourages traditional neighborhood development that incorporates low-intensity non-residential uses intended to serve the surrounding neighborhoods. This designation recognizes the existing conventional subdivision developments that may have large blocks with conventional setbacks and development patterns that respond to features of the natural environment.

CITY PLAN 2040 INFILL MATRIX: City Plan 2040's Infill Matrix indicates a ranged score of **9** for this site with a weighted score of **12.5**. The following elements of the matrix contribute to the score:

- Adequate Fire Response (Station #1, 303 W. Center St.)
- Near Sewer Main (8-inch main, S. College Avenue (separate from subject property to the west))
- Near Water Main (8-inch main, S. College Avenue (separate from subject property to the west))
- Near U of A Campus
- Near City Park (Yvonne Richardson Community Center; Ralph "Buddy" Hayes Park)
- Near Paved Trail (Willow Avenue)
- Near ORT Bus Stop (Willow & Huntsville; Willow & Rock; Huntsville & Ray; N. College & Center (East))
- Near Razorback Bus Stop (Downtown Square)

- Near Sufficient Intersection Density

FINDINGS OF THE STAFF

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

Finding: ***Land Use Compatibility:*** Staff finds the proposed zoning of DG, Downtown General to be compatible with the surrounding area. The DG zoning use schedule is designed to support and allow a diverse range of residential, commercial, and institutional uses, which are located nearby (e.g., varied housing, Yvonne Richardson Community Center, Penguin Ed's, Feed & Folly, and downtown Fayetteville). Compare that with R-O which has limited by-right residential uses and is focused predominantly on allowing office commercial use. The property only fronts onto an alley, and with the City passing Ord. 6869, it is permissible for alleys to be used as frontage, allowing for this property to be developed. Like the existing R-O and nearby DG, RMF-24, and RI-U zoning districts, DG is an urban-form district which has a 0 to 25-foot build to zone, promoting pedestrian-oriented development by encouraging buildings to be constructed closer to the front property line. Additionally, the bulk and area requirements for R-O are considerably greater (60-90 lot widths for single- to three-family) than the 18-foot width requirement of DG, which allows for more development opportunities on smaller properties. The area requirements of R-O are more intense as well requiring 6,000 to 8,000 square feet of lot area for development compared to DG not having any. The setbacks for R-O are significantly greater than DG, further highlighting the required size of any property for development. Given the use allowances and greater flexibility for development that DG permits, Staff finds that rezoning the subject property to DG would allow for greater opportunities for development in the area.

Land Use Plan Analysis: Staff finds that a rezoning to DG would be consistent with the City's adopted land use plans. City Plan 2040's Future Land Use Map designates the property as Residential Neighborhood Area; these areas are intended to support a wide variety of housing types in walkable urban neighborhoods. A rezoning to DG could allow for the creation of residential opportunities due to the reduced lot size requirements, which can in turn can allow for diverse options of housing types. The property has a high infill score of 9, which indicates that this area is a suitable location for additional infill because of the available local infrastructure and development. The subject property is located near a Tier 1 city node, which is located at the Downtown Square, 1,900 feet away. As per the City's 2040 plan, "buildings found in a Tier One Center include multi-story residential and commercial with a dense mix of shops, homes, jobs, and amenities." Staff finds that the requested rezoning could allow for the creation of missing middle housing that meets City Goals #1 (appropriate infill), #3 (compact development), and #6 (attainable housing options).

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-O to DG is justified. Rezoning to DG would allow for infill development that is consistent with the City's planning objectives and policies.

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

Finding: Rezoning the property to DG has the potential to increase traffic along adjacent streets, but only minimally as the size of the property is small with significant topography challenges, capping density.

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

Finding: Rezoning the property from R-O to DG has the potential to increase population density, though it is not likely to undesirably increase the load on public services. The property does not have access to existing water and sanitary sewer infrastructure, though this could be developed due to its close proximity to existing mains. The subject property 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-2025-0052 to the City Council with a recommendation of approval.

PLANNING COMMISSION ACTION		Required	<u>YES</u>
Date: <u>November 10, 2025</u>	☐ Tabled	☒ Forwarded	☐ Denied
Motion: Cabe		w/ a recommendation of approval	
Second: Castin			
Vote: 8-0-0			

BUDGET/STAFF IMPACT:

None

ATTACHMENTS:

- Unified Development Code:
 - §161.20 District R-O, Residential Office
 - §161.28 Downtown General
- One Mile Map
- Close-Up Map
- Current Land Use Map
- Future Land Use Map
- Request Letter

Two public comments updated 11/12/2025

161.20 District R-O, Residential Office

(A) *Purpose.* The Residential-Office District is designed primarily to provide area for offices without limitation to the nature or size of the office, together with community facilities, restaurants and compatible residential uses. The intent of this district is to allow administrative approval if the developer decides to use urban form, in compliance with the build-to zone and minimum buildable street frontage as specified herein.

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 5	Government facilities
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 12a	Limited business
Unit 25	Offices, studios, and related services
Unit 41	Accessory dwellings
Unit 44	Cluster Housing Development
Unit 46	Short-term rentals

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 11	Manufactured home park*
Unit 13	Eating places
Unit 15	Neighborhood shopping goods
Unit 24	Home occupations
Unit 26	Multi-family dwellings
Unit 36	Wireless communications facilities*
Unit 42	Clean technologies
Unit 45	Small scale production
Unit 48	Private dormitories

(C) *Density.*

Units per acre	24 or less
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(D) *Bulk and Area Regulations.* (Per dwelling unit for residential structures)

(1) *Lot Width Minimum.*

Manufactured home park	100 feet
Lot within a manufactured home park	50 feet
Single-family	60 feet

Two (2) family	60 feet
Three (3) or more	90 feet

(2) *Lot Area Minimum.*

Manufactured home park	3 acres
Lot within a manufactured home park	4,200 square feet
Townhouses:	
Development	10,000 square feet
Individual lot	2,500 square feet
Single-family	6,000 square feet
Two (2) family	6,500 square feet
Three (3) or more	8,000 square feet
Fraternity or Sorority	1 acre

(3) *Land Area Per Dwelling Unit.*

Manufactured home	3,000 square feet
Townhouses & apartments:	
No bedroom	1,000 square feet
One bedroom	1,000 square feet
Two (2) or more bedrooms	1,200 square feet
Fraternity or Sorority	500 square feet per resident

(E) *Setback Regulations.*

Front	15 feet
Front, if parking is allowed between the right-of-way and the building	50 feet
Front, in the Hillside Overlay District	15 feet
Side	10 feet
Side, when contiguous to a residential district	15 feet
Side, in the Hillside Overlay District	8 feet
Rear, without easement or alley	25 feet
Rear, from center line of public alley	10 feet
Rear, in the Hillside Overlay District	15 feet

Urban Form Setback Regulations:

Front	A build-to zone that is located between the front property line and a line 25 feet from the front property line
Side	5 feet
Side-zero lot line*	A setback of less than 5 feet (zero lot line) is permitted on one (1) interior side, provided a maintenance agreement is filed.** The remaining side setback(s) shall be 10 feet
Rear	None
Rear when contiguous to a single family residential district	15 feet

(F) *Building Height Regulations.*

Building Height Maximum	5 stories
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If a building exceeds the height of two (2) stories, the portion of the building that exceeds two (2) stories shall have an additional setback from any side boundary line of an adjacent single family district. The amount of additional setback for the portion of the building over two (2) stories shall be equal to the difference between the total height of that portion of the building, and two (2) stories.

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

(H) Urban form minimum buildable street frontage: 50% of the lot width.

(Code No. 1965, App. A., Art. 5(x); Ord. No. 2414, 2-7-78; Ord. No. 2603, 2-19-80; Ord. No. 2621, 4-1-80; Ord. No. 1747, 6-29-70; Code 1991, §160.041; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99; Ord. No. 4726, 7-19-05; Ord. No. 4943, 11-07-06; Ord. No. 5079, 11-20-07; Ord. No. 5195, 11-6-08; Ord. No. 5224, 3-3-09; Ord. No. 5312, 4-20-10; Ord. No. 5462, 12-6-11; 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. 6164, §§1, 2, 3, 4-2-19; Ord. No. 6245, §2, 10-15-19; Ord. No. 6427, §§1(Exh. C), 2, 4-20-21; Ord. No. 6879, §2, 5-20-25)

Editor's note(s)—Ord. No. 6888, §1, adopted June 17, 2025 determines that Ordinance 6427 (Sunset Clause), Ordinance 6625 (extending Sunset Clause), Ordinance 6710 (extending the Sunset Clause), and Ordinance 6820 (extending the Sunset Clause) be amended so that Ordinance 6427 and all amendments to Code Sections ordained or enacted by Ordinance 6427 shall automatically sunset, be repealed and become void on November 30, 2025 unless prior to that time and date the City Council amends this ordinance to repeal or further amend this sunset, repeal and termination section.

161.28 Downtown General

(A) *Purpose.* Downtown General is a flexible zone, and it is not limited to the concentrated mix of uses found in the Downtown Core or Main Street/Center. Downtown General includes properties in the neighborhood that are not categorized as identifiable centers, yet are more intense in use than Neighborhood Conservation. There is a mixture of single-family homes, rowhouses, apartments, and live/work units. Activities include a flexible and dynamic range of uses, from public open spaces to less intense residential development and businesses. For the purposes of Chapter 96: Noise Control, the Downtown General district is a residential zone.

(B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 10	Three (3) and four (4) family dwellings
Unit 13	Eating places
Unit 15	Neighborhood shopping goods
Unit 24	Home occupations
Unit 25	Offices, studios, and related services
Unit 26	Multi-family dwellings
Unit 40	Sidewalk Cafes
Unit 41	Accessory dwellings
Unit 44	Cluster Housing Development
Unit 45	Small scale production
Unit 46	Short-term rentals

Note: Any combination of above uses is permitted upon any lot within this zone. Conditional uses shall need approval when combined with pre-approved uses.

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 14	Hotel, motel and amusement services
Unit 16	Shopping goods
Unit 17	Transportation trades and services
Unit 19	Commercial recreation, small sites
Unit 28	Center for collecting recyclable materials
Unit 36	Wireless communication facilities
Unit 48	Private dormitories

(C) *Density.* None.

(D) *Bulk and Area Regulations.*

(1) *Lot Width Minimum.*

Dwelling (all unit types)	18 feet
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(2) *Lot Area Minimum.* None.

(E) *Setback Regulations.*

Front	A build-to zone that is located between the front property line and a line 25 feet from the front property line.
Side	None
Rear	5 feet
Rear, from center line of an alley	12 feet

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

(G) *Building Height Regulations.*

Building Height Maximum	5 stories
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(Ord. No. 5028, 6-19-07; Ord. No. 5029, 6-19-07; Ord. No. 5312, 4-20-10; Ord. No. 5462, 12-6-11; Ord. No. 5592, 6-18-13; Ord. No. 5664, 2-18-14; Ord. No. 5735, 1-20-15; Ord. No. 5800, §1(Exh. A), 10-6-15; Ord. No. 5921, §1, 11-1-16; Ord. No. 5945, §§5, 7—9, 1-17-17; Ord. No. 6015, §1(Exh. A), 11-21-17; Ord. No. 6223, §1, 9-3-19; Ord. No. 6427, §§1(Exh. C), 2, 4-20-21; Ord. No. 6879, §2, 5-20-25)

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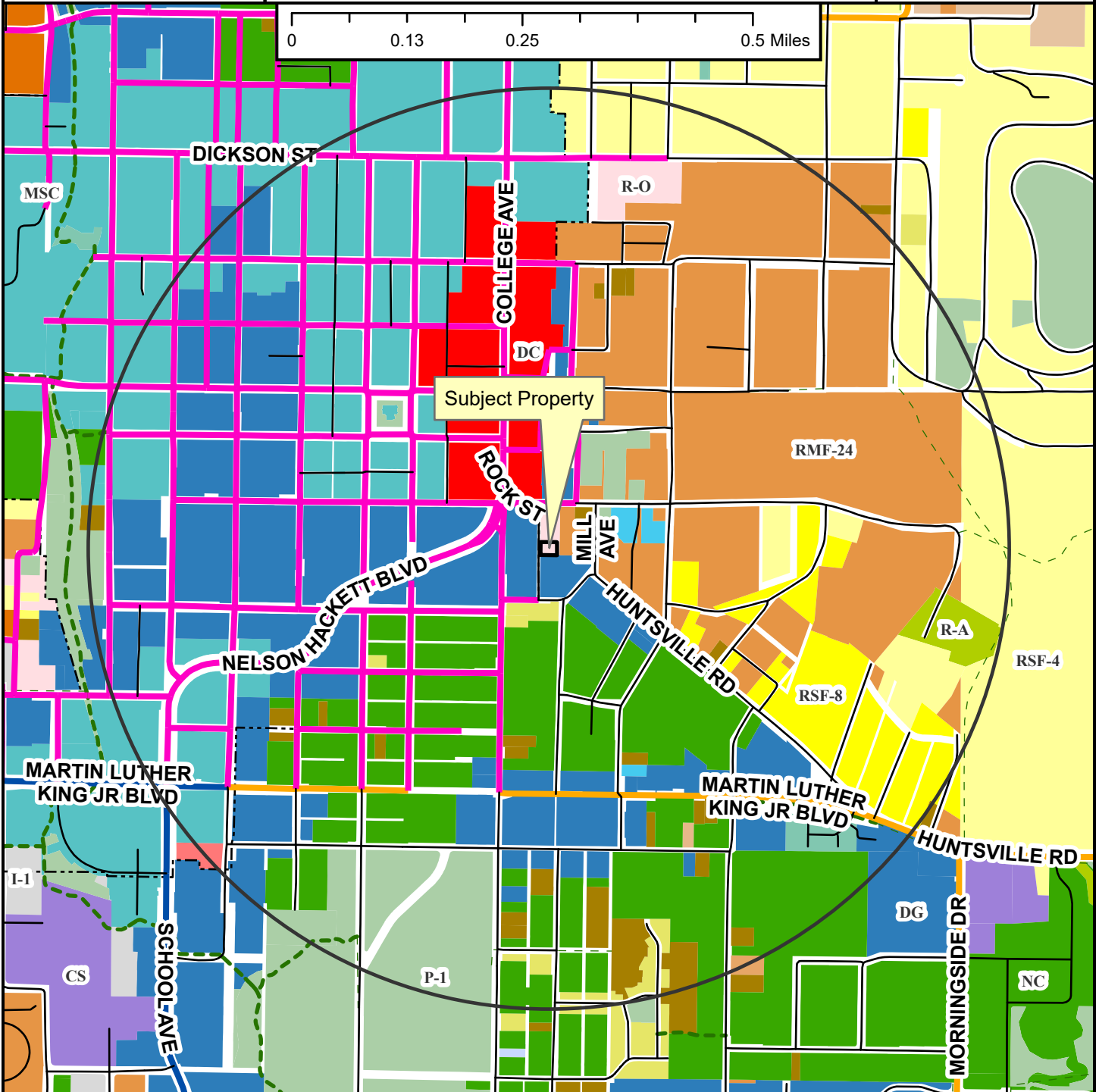
RZN-2025-0052

SOUTH OF 111 E. ROCK ST

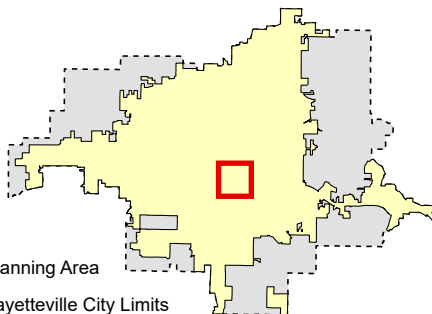
One Mile View



0 0.13 0.25 0.5 Miles



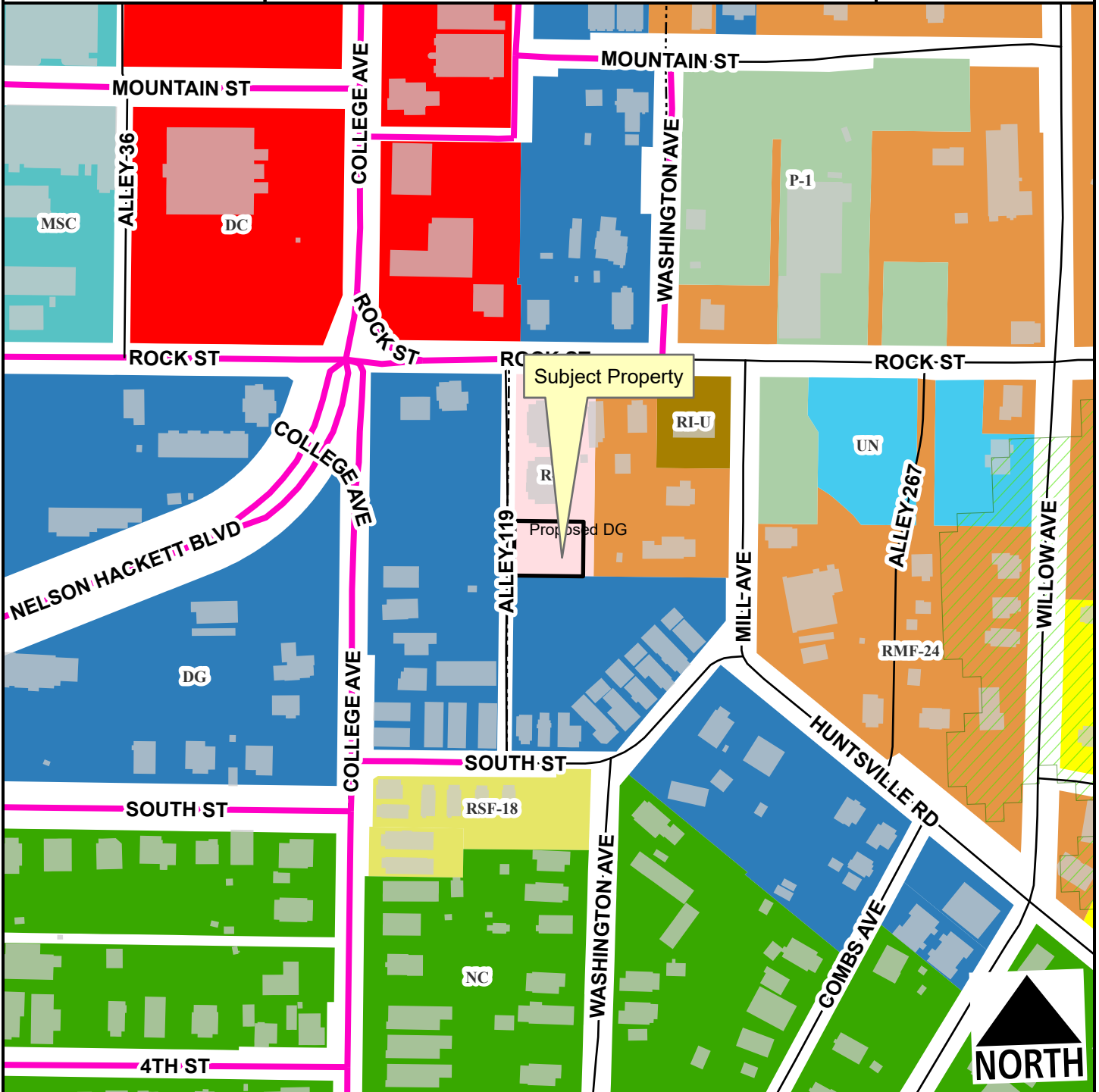
- Neighborhood Link
- Regional Link - High Activity
- Urban Center
- Unclassified
- Alley
- Residential Link
- Shared-Use Paved Trail
- Trail (Proposed)
- Design Overlay District
- Fayetteville City Limits
- Planning Area



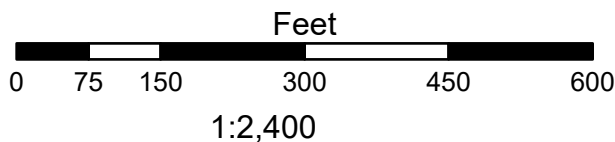
RZN-2025-0052

SOUTH OF 111 E. ROCK ST

Close Up View



- Urban Center
- Alley
- Residential Link
- Hillside-Hilltop Overlay District
- Design Overlay District
- Planning Area
- Fayetteville City Limits



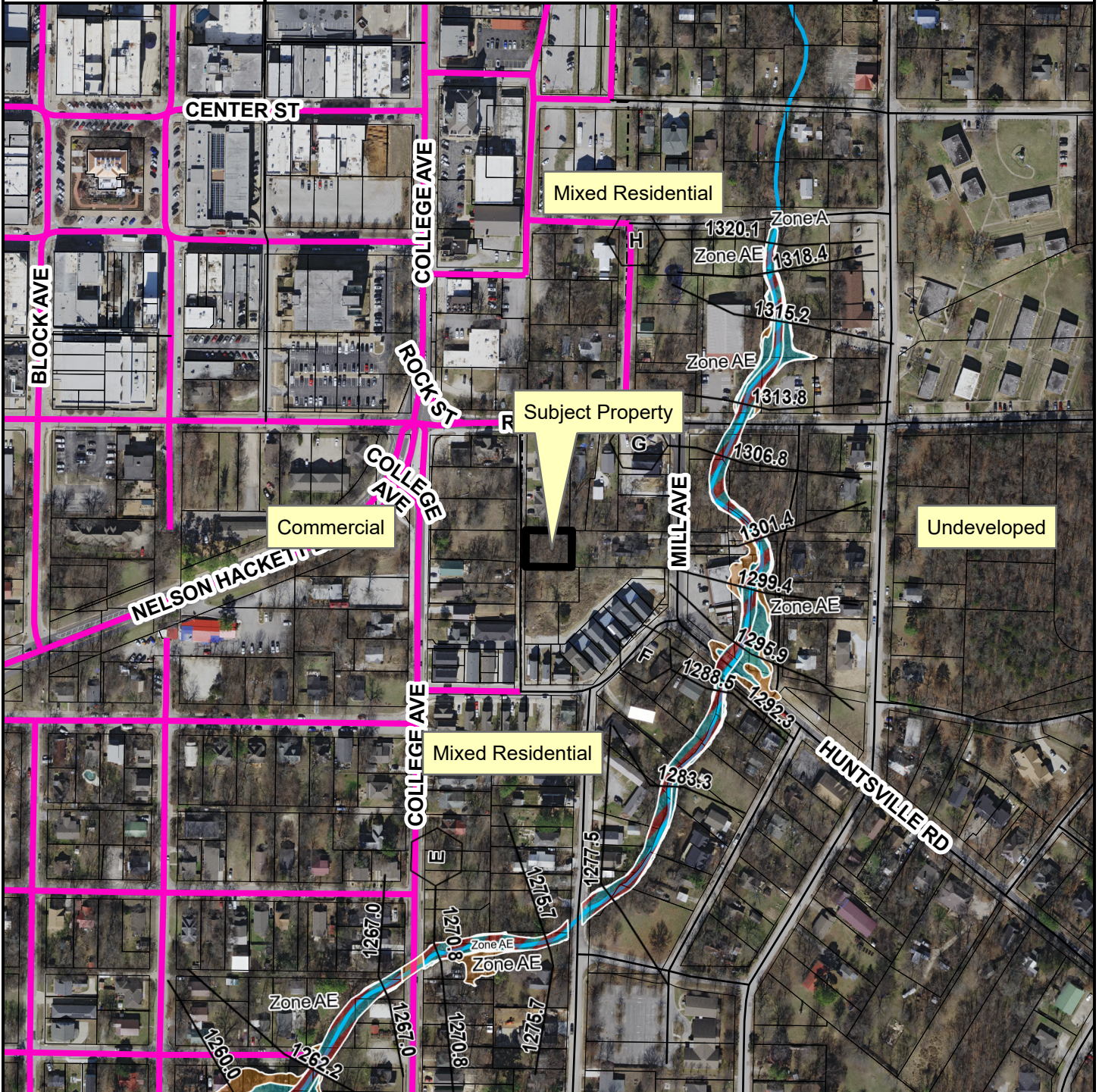
Zone	Current	Proposed
DG	0.0	0.2
R-O	0.2	0.0

Total 0.2 ac

RZN-2025-0052

SOUTH OF 111 E. ROCK ST

Current Land Use



- Urban Center
- Unclassified
- Alley
- Residential Link
- Planning Area
- Fayetteville City Limits
- Design Overlay District



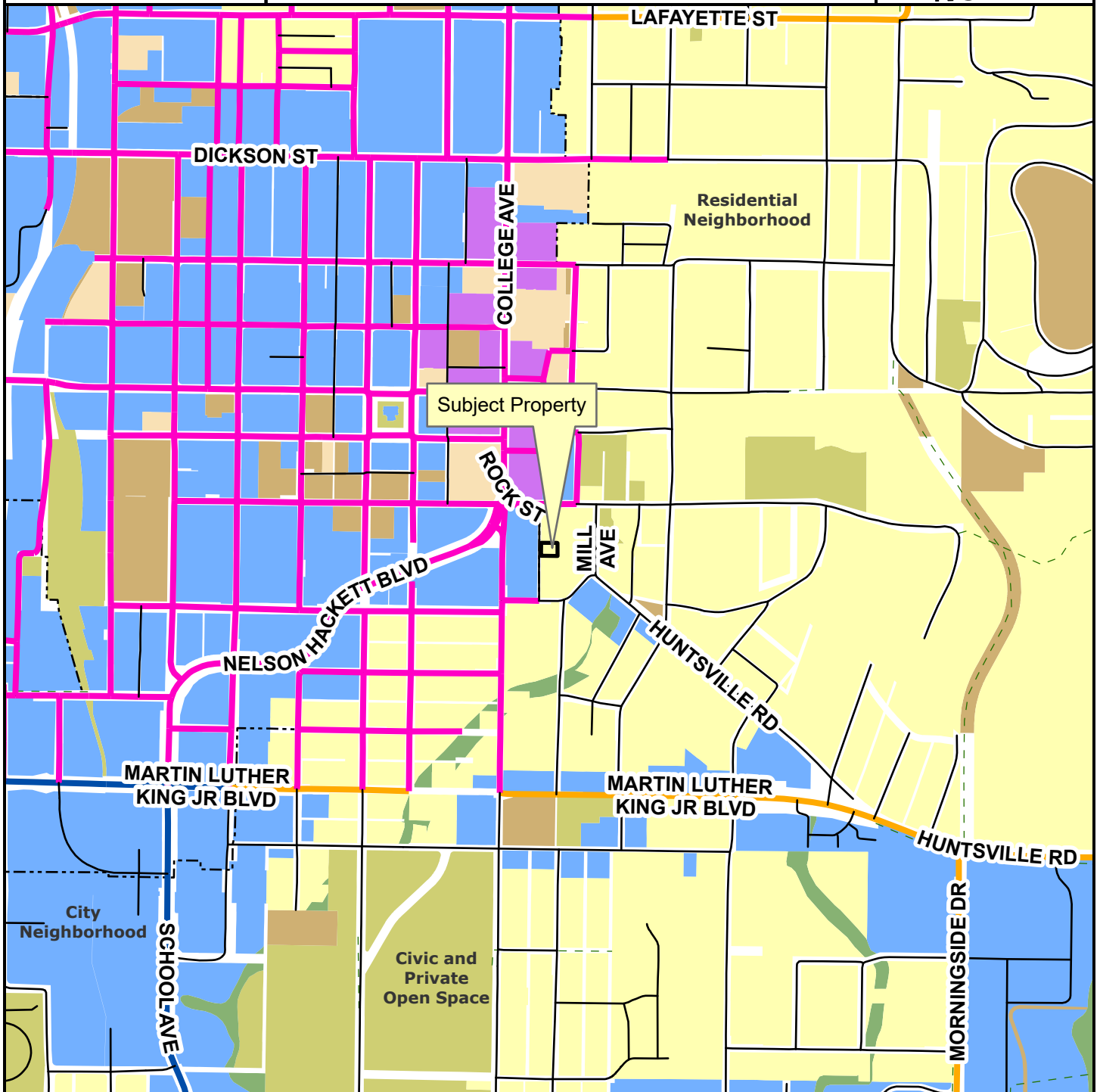
FEMA Flood Hazard Data

- 100-Year Floodplain
- Floodway

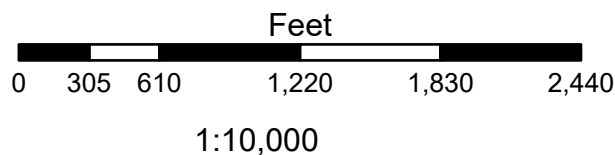
RZN-2025-0052

SOUTH OF 111 E. ROCK ST

Future Land Use



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



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

September 25, 2025

222 S COLLEGE

PETITION TO CHANGE ZONING OF A SINGLE LOT

TO: The Fayetteville City Planning Commission & The Fayetteville City Council

Flintlock Ltd Co requests that the zoning designation of the following lot (parcel # 765-02973-000) be changed from Residential Office (R-O) to Downtown General (DG):

- 222 S College Avenue (765-02973-000)

REASON FOR ZONING CHANGE REQUEST / STATEMENT OF NEED:

The zoning change request will allow for rational redevelopment of the lot. RO is not suited for this type of lot, as it does not have traditional street frontage, and it is currently surrounded by the DG zoning district. The DG zone was designed to promote “a flexible and dynamic range of uses” and allows for narrow lot width and no lot area minimum, which will help in the development of this lot and its compatibility with the surrounding neighborhood.

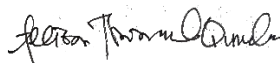
IMPACT ON NEIGHBORS & CITY:

The requested zoning change will minimally impact the surrounding properties in terms of land use, traffic, and signage. It is not expected to increase traffic danger or congestion. Parking will be off street, located on the property. Water and Sewer are available at the flag lot of this property. For noise purposes, the DG district is a residential zone. The proposed zoning is the most well-matched change that will allow the site to be compatible with the adjacent growth.

CONSISTENT WITH LAND USE PLANS:

It is our opinion that the proposed zoning change is entirely consistent with both land use planning objectives, principles, and policies and is consistent with the neighborhood. The Future Land Use Map calls out the flag lot to be designated as City Neighborhood, which “supports the widest spectrum of uses and encourages density in all housing types...”. The rezoning will allow the property to be developed in a manner that is directly in line with the City’s 2040 goal to “...make appropriate infill and revitalization our highest priorities.”

Respectfully,
FLINTLOCK LTD CO



Allison Thurmond Quinlan
AIA RLA LEED AP
Principal Architect

Frank, Wes

From: Planning Shared
Sent: Monday, November 10, 2025 8:32 AM
To: Frank, Wes
Subject: FW: RZN-2025-0052

Thank you

Mirinda Hopkins
Development Coordinator
Planning Division
City of Fayetteville
479-575-8267

-----Original Message-----

From: Kelley Schwarting <adorned@me.com>
Sent: Sunday, November 9, 2025 5:41 PM
To: Planning Shared <planning@fayetteville-ar.gov>
Subject: RZN-2025-0052

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 Planners,

The unspecified use of this land south of Rock has me concerned.

If it will be cluster houses does that need a DG zoning?

Or will it later be joined with adjacent land and turned into a 5 story mega apartment building further eroding our tiny neighborhood.

I think random rezoning should not be happening without a plan. Currently the Downtown Master is being looked at and rezoning tiny parcels should be put on hold until we know exactly the future Downtown Master plans.

It's a slippery slope once rezoned without a proper plan mind.

Kelley Schwarting
324 S East Ave

Frank, Wes

From: Planning Shared
Sent: Monday, November 10, 2025 8:32 AM
To: Frank, Wes
Subject: FW: RZN-2025-0052 (KCMS)

For you

Thank you

Mirinda Hopkins
Development Coordinator
Planning Division
City of Fayetteville
479-575-8267



CITY OF
FAYETTEVILLE
ARKANSAS

From: Schuyler Schwarting <schuylerschwarting@gmail.com>
Sent: Sunday, November 9, 2025 7:46 PM
To: Planning Shared <planning@fayetteville-ar.gov>; CityClerk <cityclerk@fayetteville-ar.gov>; schuylerschwarting@gmail.com
Subject: RZN-2025-0052 (KCMS)

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 am writing to you today to ask that you deny the rezoning request for RZN-2025-0052 which is for the alleyway south of 111 E. Rock St.

Finding of the Staff.

When Staff states that rezoning the subject property to DG would allow for greater opportunities for development in the area.

My Response: What they are saying is that it allows for a more dense development on a small parcel that will adversely affect the surrounding neighborhood.

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

Staff Finding: Rezoning the property to DG has the potential to increase traffic along adjacent streets, but only minimally as the size of the property is small with significant topography challenges, capping density.

My Response: This property is only part of the potential development. KCMS owns the 2 huge lots on S.

College Ave just adjacent, to the west of this parcel. So, this is only one piece of the potential development. And there are 2 more large parcels to the south of these lots.

Also, any traffic from this 3+ lot development will create a traffic flow problem. Currently, the only way to travel south of these parcels you would have to traverse through the neighborhood to get to South St. There are no left(south) turns from E. Rock St and Nelson Hackett and no left(south) turns on S. College and Nelson Hackett.

We will not be able to withstand another multi family development that would increase traffic danger and congestion and adversely affect the quiet neighborhood.

The recently approved 138 unit multi family development, Urban Lofts, on South St and Nelson Hackets will already be an issue once it is built at this intersection.

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.

Staff Finding: Rezoning the property from R-O to DG has the potential to increase population density, though it is not likely to undesirably increase the load on public services. The property does not have access to existing water and sanitary sewer infrastructure, though this could be developed due to its close proximity to existing mains.

My Finding: There are existing water and sewer lines on the adjacent property and lots that the applicant, KCMS Development owns.

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.

Staff Finding: N/A

My Finding: There are no reasons why this property is needed to be rezoned. The current zoning of R-O allows for the initial request of cluster housing in which I am in favor of. Also, by leaving it with the existing zoning of R-O, if they did want to develop a small multi-family development, they could submit it for review and obtain a conditional review showing how they will affect the surrounding neighborhood and street traffic.

Thanks for your consideration on the denial of this rezoning request.

Sincerely,

Schuyler Schwarting
324 S. East Ave.
Fayetteville, AR. 72701



MEETING OF NOVEMBER 25, 2025

TO: Mayor Rawn and City Council
THRU:
FROM: Scott Berna, City Council Member - Ward 3 Position 1
SUBJECT: **Short-Term Rental Ordinance**

RECOMMENDATION:

The Fayetteville Ordinance Review Committee recommends approval of the proposed ordinance to repeal Ordinances 6427, 6710, 6820, 6888, and 6936 and enact the replacement ordinance to legalize the operation of short-term rentals pursuant to reasonable regulations.

BACKGROUND:

On April 20, 2021, the City Council passed Ordinance 6427, which temporarily legalized short-term rentals if and when operated in conformity with the City of Fayetteville's regulations. Ordinance 6427 contained a Sunset Clause repealing and making void the regulations and legalization of short-term rentals twenty (20) months after passage unless extended by a subsequent Sunset Clause enacted prior to expiration. Five subsequent Ordinances extended the Sunset Clause while changes were considered and enacted to the temporary regulations. The current Sunset Clause extends until December 30, 2025.

The Ordinance Review Committee, comprised of four City Council Members, has been active over the previous years in identifying and recommending changes to the Fayetteville short-term rental regulations. The Committee has met several times in the last year alone to consider amendments to the City of Fayetteville's short-term rental regulations. At its meeting on November 19, 2025, the Ordinance Review Committee unanimously voted to forward the Committee's proposed changes to the short-term rental regulations to the full City Council with recommendation of approval.

DISCUSSION:

Please see Jonathan Curth's Memorandum.

BUDGET/STAFF IMPACT:

N/A

ATTACHMENTS: 3. Jonathan Curth Memorandum, 4. Exhibit A - 118.01 Applicability, 5. Exhibit B - 118.05 Penalty Provision, 6. Exhibit C - Chapter 151 Definitions, 7. Exhibit D - Chapter 161 Zoning Regulations, 8. Exhibit E - 162.01 Establishment Listing, 9. Exhibit F - 163.18 Type 2 Short-Term Rentals in Residential Zoning Districts, 10. Exhibit G - 164.26 Type 1 Short-Term Rentals Citywide and Type 2 Short-Term Rentals in Non-Residential and Mixed Use Zoning Districts, 11. Exhibit H - STR, 12. Agenda Request Form (signed)



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2025-2485

AN ORDINANCE TO REPEAL ORDINANCES 6427, 6625, 6710, 6820, 6888, AND 6936 AND TO ENACT THIS REPLACEMENT ORDINANCE TO LEGALIZE THE OPERATION OF SHORT-TERM RENTALS PURSUANT TO REASONABLE REGULATIONS

WHEREAS, short-term rentals had not been legal to operate in Fayetteville until the City Council passed Ordinance 6427 on April 20, 2021, which temporarily made short-term rentals legal if and when in conformity with the reasonable regulations; and

WHEREAS, Ordinance 6427 contained a Sunset Clause repealing and making void such legalization and all regulation 20 months after its passage unless extended by subsequent ordinance prior to Sunset Clause's activation date; and

WHEREAS, Ordinance 6625 (December 6, 2022); Ordinance 6710 (November 21, 2023), Ordinance 6820 (December 4, 2024), Ordinance 6888 (June 17, 2025), and Ordinance 6936 (November 18, 2025) all extended the temporary legalization and regulations of short-term rentals by amending the Sunset Clause until December 30, 2025; and

WHEREAS, the City Council has determined it should allow up to 475 Short-term rentals, Type 2 to operate within residentially zoned districts and other mixed-use/commercial zones in which hotels are not permitted as of right in Fayetteville, but also should require conditional use permits for these short-term rentals so that the Planning Commission can ensure compatibility with nearby residential neighborhoods and restrictions against high density and concentration of Short-term rentals which could damage neighborhood character and compatibility; and

WHEREAS, our citizens' peace, health, and safety require reasonable limitations on and regulations of Short-term rentals allowed in residential and mixed-use districts; and

WHEREAS, the City Council has worked for over four years to clarify and improve the short-term rental definitions and regulations and now will enact this new ordinance permanently legalizing and regulating short-term rentals with no sunset clause.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby repeals Ordinances 6427, 6625, 6710, 6820, 6888, and 6936 including their sunset clauses.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby repeals §118.01 of the

Fayetteville Code and enacts a replacement §118.01 ***Applicability*** as shown on Exhibit A incorporated herein and make a part hereof.

Section 3: That the City Council of the City of Fayetteville, Arkansas hereby repeals § 118.05 ***City Service Termination*** of the *Fayetteville Code* and enacts a replacement § 118.05 as shown on Exhibit B incorporated herein and make a part hereof.

Section 4: That the City Council of the City of Fayetteville, Arkansas hereby amends Chapter 151 **Definitions** by repealing and replacing the definitions of “Short-term rental,” “Short-term rental, Type 1” and “Short-term rental, Type 2” with the definitions shown on Exhibit C incorporated herein and made a part hereof, and re-enacting all the other original definitions as also shown in Exhibit C.

Section 5: That the City Council of the City of Fayetteville, Arkansas hereby repeals all of Chapter 161, **Zoning Regulations** and enacts a replacement Chapter 161, **Zoning Regulations** as shown on Exhibit D incorporated herein and made a part hereof.

Section 6: That the City Council of the City of Fayetteville, Arkansas hereby repeals § 162.01 **Establish/Listing**’s table of use units through unit 46 Short-term rentals and subsections (O) Unit 14. *Hotel, Motel and Amusement Facilities* and (UU) Unit 46. *Short-term Rental*; and enacts a replacement § 162.01 **Establish/Listing**’s table of use units and replacements subsections (O) Unit 14. *Hotel, Motel and Amusement Facilities* and (UU) Unit 46. *Short-term Rentals* as shown on Exhibit E attached hereto and made a part hereof.

Section 7: That the City Council of the City of Fayetteville, Arkansas hereby repeals § 163.18 and enacts a replacement § 163.18 as shown on Exhibit F incorporated herein and made a part hereof.

Section 8: That the City Council of the City of Fayetteville, Arkansas hereby repeals § 164.26 and enacts a replacement § 164.26 as show on Exhibit G incorporated hereto and made a part hereof.

Section 9: That the City Council of the City of Fayetteville, Arkansas hereby prohibits any owner or manager of a short-term rental from entering into or advertising any new short-term rental agreement or reservation contrary to the terms of these new regulations, but protects existing contractual rights and obligations of short-term rental owners/managers as shown on Exhibit H incorporated herein and made a part hereof.

Section 10: That the City Council of the City of Fayetteville, Arkansas hereby determines that this ordinance should become effective without delay because allowing the City’s Short-term Rental regulations to expire through its Sunset Clause without enacting replacement Short-term Rental authorization and regulation code provisions will likely lead to unregulated and illegal operation of Short-term Rentals not subject to the City’s life safety standards and insurance requirements. Enacting the new Short-term Rental code will legalize and regulate the existing permitted and inspected Short-term Rentals necessary for the public peace as well as the health and safety of Fayetteville residents. Therefore, the City Council hereby declares an emergency exists such that this ordinance shall become effective immediately upon its passage and approval.



CITY OF
FAYETTEVILLE
ARKANSAS

CITY COUNCIL MEMO

TO: Mayor & City Council
Keith Macedo, Chief of Staff

FROM: Jonathan Curth, Development Services Director

DATE: November 20, 2025

SUBJECT: Short-term Rental Ordinance and Sunset Amendments

Background

At the September 23, 2025 Ordinance Review Committee meeting, staff, representatives of the Legal Department, and attending councilmembers reviewed and offered input on potential standards for facilitating compliance and reducing the concentration of Type 2 short-term rentals (STRs) in a given area. With consensus on these items reached (see summary below), the draft ordinance was forwarded to the City Attorney for review, where additional amendments were developed. With these additional proposals, the Committee found it appropriate to reconvene and consider the full extent of the ordinance. Due to the STR ordinance's November 30, 2025 sunset clause approaching, wherein the standards would be automatically repealed, an item was brought to the City Council on November 18, 2025 extending the sunset to December 30, 2025.

Discussion

The attached, proposed ordinance amendments include five general categories, including:

- **Occupancy:** The occupancy allowance for STRs is being brought more in-line with conventional housing
 - Where single- and multi-family housing in Fayetteville allow up to three and four unrelated individuals per unit respectively, STRs currently allow two per bedroom plus an additional two
 - **Proposed Change:** Remove the “additional two” allowance
- **Enforcement:** Escalating penalties are proposed, including increasingly length service terminations
 - Current ordinance allows staff to terminate city services to a property that is operated as an unlicensed Type-2 short-term rental
 - **Proposed Change:** Service shut-off will occurs for one month after the initial violation and may increase to a six month period after multiple violations
 - **Proposed Change:** Three violations within a twelve-month period can remove the property from short-term rental licensing for two years

- **Frequency/concentration:** How and where Type 2 STRs are licensed is being standardized to reduce the number found in a given area.
 - Staff and the Planning Commission utilize a broad standard evaluating the “frequency or concentration of nearby licensed Type 2 short-term rentals” that is not specific or objective
 - **Proposed Change:** Prohibit Type 2 STRs within 100 feet of a property used as a Type 2 STR
 - **Proposed Change:** Limit the number of single-family units used as Type 2 STRs to 4% of the total single-family units within a 500-foot radius
- **Sunset:** Several sections of ordinance are proposed for removal that reference a sunset
- **Legal:** Multiple text edits are proposed addressing recent concerns from local, state, and national legal decisions

Attachments:

- Exhibits A-C & E-G

EXHIBIT A

118.01 Applicability

(A) *General Businesses.*

- (1) All businesses, institutions, corporations, LLCs, LLPs, partnerships, non-profit associations or corporations, sole proprietorships or other non-governmental entities with a physical address or which operates either a legally permitted home occupation or a short-term rental within the Fayetteville city limits shall be required to file for the City of Fayetteville Business Registry and License. A covered business or entity with multiple physical addresses in Fayetteville must obtain a separate business license for each such business address.
- (2) In addition, any person or non-governmental entity who has or should have a sales tax permit and operates out of a physical address within Fayetteville shall be required to file for the City of Fayetteville Business Registry and License.
- (3) In addition, any person or non-governmental entity who is engaged in any trade or occupation which requires federal or state licenses and who operates out of a physical address within Fayetteville shall be required to file for the City of Fayetteville Business Registry and License.

(B) *Religious Entities.* Churches and other religious institutions are exempt from this chapter unless they are performing functions like daycare that must be licensed by the state or that generate revenue upon which state sales or use taxes must be paid. The city business license shall not be required for the religious entity but only for those functions that require a state license or upon which state sales or use taxes must be paid.

(C) *Minors Exempt.* No individual under eighteen (18) years of age shall be required to register or obtain a business license. Minors are prohibited from leasing, advertising, managing or any other activity involved in STRs unless they are an emancipated minor.

(D) *Individual Landlords Renting Less Than Three (3) Dwelling Units Exempt.* An individual landlord, not operating as a corporation, LLC, LLP, or other business entity, who rents out less than three (3) dwelling units, and no commercial, industrial, or institutional unit, site or building shall be exempt from this chapter. However, a landlord that operates a short-term residential rental shall not be exempt and must apply for and obtain a business license for each individual short-term rental.

(E) *Short-Term Rentals.* A ~~residential~~commercial dwelling unit, portion of a dwelling unit, or bedroom within a residential dwelling unit, leased and/or rented to a guest(s), for a period of less than thirty (30) consecutive days.

- (1) *Short-Term Rental, Type 1.* A short-term rental is where the owner or long-term tenant occupies the principal dwelling or the accessory dwelling unit as their primary full-time residence for at least nine (9) months of each calendar year and rents the remaining portion of their residence or their accessory dwelling unit as a short-term rental. An applicant for a Type 1 short-term rental shall provide a copy of the property's Homestead Tax Credit, long-term lease agreement or other comparable evidence of long-term residency to the city to prove the long-term residency requirement. The long-term occupant of the property is responsible for the management and control of occupants in the short-term rental, Type I to ensure no adverse effects or problems are inflicted upon residential neighbors.
- (2) *Short-Term Rental, Type 2.* If a desired short-term rental does not qualify as a short-term rental, Type 1, a property owner may seek to be approved as a short-term rental, Type

2. A new short-term rental, Type 2 may be permitted in residential zoning districts pursuant to the requirements of §163.18 and in non-residential and mixed-use zoning districts pursuant to §164.26. All short-term rentals, Type 2 must also comply with requirements of §118.01(E).

- (3) Business License Required. No dwelling unit in the city shall be used as a short-term rental unless:
- (a) The owner of the dwelling unit or operator of the short-term rental possess a valid and current business license for the dwelling unit, and fully complies with all legal requirements and duties imposed herein with respect to each and every short-term rental; and
 - (b) The owner has designated an agent, where said agent fully complies with all legal requirements and duties imposed herein with respect to every short-term rental. The owner may serve as their own agent.
 - (c) The owner of the dwelling unit or operator of the short-term rental provides proof of a valid and current homeowners insurance rider policy which fully covers each unit when operated as short-term rental unit.
- ~~(4)~~ (4) Separate Business License required for each Short-term Rental. A separate business license shall be required for each dwelling unit used as a short-term rental.
- (5) Change of Ownership. Any change in ownership requires a new or amended business license.
- ~~(6)~~ (6) Contact Information Must be Updated. If any required contact information changes for the associated business license, the person to whom the license was issued shall immediately notify the Development Services Department in writing.
- (7) License Application. The application for a business license shall include at minimum, the following information from applicants:
- (a) The property owner's information including legal name, mailing address, immediate contact phone number, and immediate contact E-mail address.
 - (b) Information for the dwelling unit subject to the application, inclusive of the physical street address assigned by the city.
 - (c) The type and total number of dwelling units located on the lot of record containing the dwelling unit subject to the application.
 - (d) If the owner is not their own agent, the owner designated agent's information including legal name, mailing address, immediate contact phone number and immediate contact E-mail address.
 - (e) Documentation of approval of a life safety and egress inspection by the City Building Safety Division for the dwelling unit subject to the application.
 - (f) Proof of application for remittance of hotel, motel and restaurant tax to the City of Fayetteville, and verification that all sales, use, and hotel, motel and restaurant taxes are current.
 - (g) Any additional data as deemed necessary or desirable for permit approval by the Development Services Director.
- (8) License Renewals. Business licenses for short-term rentals shall be renewed in accordance with Chapter 118 of the Business Regulations (Business Registry and Licenses).
- (9) Legal Duties of License Holders. An owner possessing a short-term rental license shall comply at all times with the following requirements:
- (a) Occupancy. Short-term rentals shall be subject to, and may not exceed, the occupancy limits approved with the business license.

- (b) *Advertisements.* A short-term rental shall not be advertised if it violates occupancy, density, safety, and any of the other provisions of the Fayetteville Code. No short-term rental unit shall be advertised prior to having obtained a business license and the business license number shall be included in the advertisement listing.
- (c) *Information and Posting.* Business licensees shall provide to guests and post conspicuously in the common area of the short-term rental unit the city phone number to report a safety complaint.
- (10) *Owner or Agent Accessibility.* The property owner shall ensure that they or a designated agent are available at all times during guest occupancy, including nights and weekends, in order to facilitate compliance with this section. For the purposes of these regulations, "availability" means that the owner or agent is accessible by telephone, and, able to be physically present at the short-term rental within three (3) hours of being contacted.
- (11) *Guest Records.* The owner shall maintain summary guest registration records, which shall contain the actual dates of occupancy, total number of guests per party per stay, and the rate(s) charged, but shall not contain any personally identifiable information about guests. Such records shall be maintained for three (3) years and shall be provided to the city upon request of the Chief Finance Officer of the City of Fayetteville for audit or HMR tax collections.
- (12) *Health and Safety.* The owner shall ensure that each dwelling unit governed by this section complies with the applicable provisions of the Unified Development Code Chapter 173, Building Regulations.
- (13) *Criminal Activity.* The owner shall timely report any known or reasonably suspected criminal activity by a guest to the Fayetteville Police Department within twelve (12) hours maximum.
- (14) *Taxes and Fees.* Except for those instances in which a hosting platform bears the responsibility for collecting and remitting taxes and fees applicable to short-term rentals, the property owner shall timely remit in full Fayetteville Hotel, Motel and Restaurant tax and other applicable local, state, and federal taxes and city fees owed in connection with any short-term rental. The failure of a hosting platform to collect and remit taxes and fees shall not relieve an owner of the obligation to pay taxes and fees owed pursuant to this section.
- (15) *Authorization to Occupy, Use, and Operate.* Authorization to operate a short-term rental may be granted by the Development Services Director through the issuance of a City of Fayetteville Business Registry and License (Business License).
- (16) *Density For Type 2 Short-Term Rentals.* A city-wide density cap of four hundred seventy-five (475) dwelling units may be Type 2 rentals. A conditional use permit may not permit:
- (a) More Type 2 short-term rentals than what is allowed by the city-wide density cap.
- (b) *Detached single-family:*
- (i) More than 10% or a single unit whichever is greater; 4% of the total number of detached single-family dwelling units as Type 2 rentals within a multi-500 feet of the outside boundaries of a detached single-family dwelling complex proposed as a Type 2 short-term rental.
- (ii) A property with a detached single-family dwelling proposed to be used as a Type 2 short-term rental within 100 feet of a property developed with a detached single-family dwelling licensed as a Type 2 short-term rental.
- (c) ~~Individual~~ 2-, 3-, and 4-family buildings; Buildings that are owned by the same person or entity and are not a part of a multi-family complex shall have no more than one (1) Type 2 short-term rental unit per building complex.

~~(d)~~ Multi-family: More than 10% or a single unit whichever is greater; of total dwelling units as Type 2 rentals within a multi-family dwelling complex.

(e) Where attached residential units are held separately through condominium association, horizontal property regime, fee simple, or similar ownership structure, no cap shall be applied to buildings with attached residential dwellings. Structures of attached residential dwellings where applicants seek more than 10% of total units for licensing as Type 2 rentals shall be evaluated by the Building Safety Director and/or Fire Marshal for adequate fire protection as defined by the adopted Arkansas Fire Prevention Code. Where inadequate fire protection is identified, improvements may be required prior to issuance of a business license.

(17) *Suspension and Revocation.* If the Development Services Director has reason to believe that any of the grounds specified in §118.03(A) of the Fayetteville Code exist, or that any rental unit was rented for less than one (1) full night, or to more than one (1) part of guests for the same period of time, or otherwise failed to comply with all terms and conditions of this section, the Development Services Director may suspend or revoke the short-term rental's business license pursuant to the procedures detailed in §118.03 and in §118.04 of the Fayetteville Code.

(18) Short-term rentals must comply with the Unified Development Code including the regulations contained in §163.18 and §164.26 and must successfully obtain a business license prior to operation.

EXHIBIT B

118.05 Penalty

- (A) *Fines.* No business or other entity who is required by this chapter to obtain a business license shall operate without having and displaying at the business a valid and current City of Fayetteville Business License. Operating without a license shall be a violation punishable by a fine of up to \$250.00 per day of operation.
- (B) (1) *City Services Termination.* If a business or entity continues to operate without a valid and current City of Fayetteville Business License for a period of one (1) week after written notification by the Director of Development Services, the Mayor may order the withholding of all city services including water, sewer and solid waste for the business premises.
- (2) A Type 2 short-term rental operator who does not have a valid and legal business license for the Type 2 short-term rental and who has not already been afforded an opportunity for a procedural due process hearing pursuant to subsection 118.01(E)(17) shall be sent a letter to the address of the suspected Type 2 short-term rental in which it is stated that the operator or owner may request a procedural due process hearing prior to withholding city services in not less than five (5) nor more than ten (10) business days. If such due process hearing is requested by the owner or operator prior to the expiration of ten (10) business days, such hearing shall be promptly scheduled. The Chief of Staff shall hear evidence from city staff and others that the subject Type 2 short-term rental does not have a valid current license and has been operating the short-term rental in violation of the City Code. The owner or operator may then explain and/or provide evidence disputing the city's allegations or explaining why city services should not be withheld from the property. The Chief of Staff may then recommend to the Mayor whether or not city services should be withheld from the premises of the Type 2 short-term rental and what could be done by the owner/operator of the premises to obtain city services at this location again. The Mayor may then order the withholding of all city services including water, sewer and solid waste from the premises and property.
- (3) For the initial violation of an owner or business operating a Type-2 short-term rental without a valid and legal business license, services may be withheld for a period of up to one month.
- (4) For the second and each subsequent violation of an owner or business operating a Type-2 short-term rental without a valid and legal business license, services may be withheld for up to six months after being afforded an opportunity for a due process hearing as explained in (2).
- (C) Removal of Licensing Eligibility. In the event of three violations occurring in a twelve-month period, the Development Services Director should remove the property from eligibility for short-term rental licensing beginning at the date of the most recent violation for a period of two years.

EXHIBIT C

CHAPTER 151. DEFINITIONS

Agent. Owner-Designated. A person designated by the owner of a property, where designee has a physical address within the City of Fayetteville is accessible 24-hours a day, and otherwise in compliance with the UDC requirements for short-term rentals. The owner may serve as their own agent.

Bedroom. As defined by the International Building Code and International Fire Code as adopted by the State of Arkansas and the City of Fayetteville and listed on the City of Fayetteville STR website.

Booking transaction Any contractual agreement between a guest and an owner relative to a short-term rental.

Dwelling unit (zoning). One (1) room, or rooms connected together, constituting a separate, independent housekeeping establishment for owner occupancy, or rental or lease on a monthly, or longer basis, and physically separated from any other rooms or dwelling units which may be in the same structure, and containing independent cooking and sleeping facilities.

Guest. Short-term rental. Any person who occupies a short-term rental, for a period of less than 30 consecutive days, pursuant to a short-term rental lease term and/or other like agreement, for the purposes of temporary lodging.

Host. Short-term rental. The owner(s) of a short-term rental who has authority to offer the dwelling unit, portion thereof, or a room within the dwelling unit as a legal short-term rental.

Owner. A person who owns at least a 50 percent interest in a dwelling unit used for short-term rentals.

Permanent residential dwelling. A structure that has been legally permitted or is a legal, non-conforming structure allowed for permanent occupancy as a residential dwelling.

Hosting Platform. A person or entity that participates in the short-term rental business by providing and collecting or receiving a fee(s) for facilitating booking transactions through which a short-term rental host may offer a short-term rental to a short-term rental guest. Hosting platforms typically, though not always, facilitate booking transactions through an online platform that allows a short-term rental host to advertise the short-term rental through a website provided by the hosting platform and the hosting platform conducts a transaction by which potential short-term rental guest reserve a guestroom(s) and arrange payment, whether the short-term rental guest pays rent directly to the short-term rental host or to the hosting platform.

Short-term rental.- A ~~residential~~commercial dwelling unit, portion of a dwelling unit, or bedroom within a residential dwelling unit, leased and/or rented to a guest(s), for a period of less than thirty ~~(30)~~-consecutive (30) days.

~~Short-term rental, Type 1. A short-term rental where the principal use of the property remains as a full-time residence. The occupants or owner rent their primary residence as a short-term rental. A copy of the Homestead Tax Credit or long-term lease agreement for the subject property is required to be classified as a Type 1 rental. The occupant or owner must occupy the residence for nine (9) months of the year. Accessory dwelling units (ADUs) as defined in Unified Development Code Chapter 151 shall be considered a Type 1 short-term rental.~~

~~Short-term rental, Type 2. A short-term rental that is not occupied by a permanent resident. The owner lists this property full-time as a short-term rental and has no intention of having permanent residents living in the property.~~

Short-term rental, Type 1. A short-term rental is where the owner or long term tenant occupies the principal dwelling or the accessory dwelling unit as their primary full time residence for at least nine months of each calendar year and rents the remaining portion of their residence or their accessory dwelling unit as a short-term rental. An applicant for a Type 1 Short-Term Rental shall provide a copy of the property's Homestead Tax Credit, long term lease agreement or other comparable evidence of long-term residency to the City to prove the long-term residency requirement. The long-term occupant of the property is responsible for the management and control of occupants in the short-term rental, Type 1 to ensure no adverse effects or problems are inflicted upon residential neighbors.

Short-Term Rental, Type 2. If a desired Short-Term Rental does not qualify as a Short-Term Rental, Type 1, a property owner may seek to be approved as a Short-Term Rental, Type 2. A new Short-Term Rental, Type 2 may be permitted in residential zoning districts pursuant to the requirements of § 163.18 and in non-residential and mixed-use zoning districts pursuant to § 164.26. All Short-Term Rentals, Type 2 must also comply with requirements of § 118.01 (E).

EXHIBIT E

162.01 Establishment/Listing

The various use units referred to in the zoning district provisions are herein listed in numerical order. Within the use units, the permitted uses are ordinarily listed in alphabetical order. In these use units where there is a preliminary descriptive statement (which may mention specific uses) in addition to the detailed list of uses, the detailed list shall govern.

-Unit 1	City-wide uses by right
Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 6	Agriculture
Unit 7	Animal husbandry
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 10	Three (3) and four (4) family dwellings
Unit 11	Manufactured home park
Unit 12a	Limited business
Unit 12b	General business
Unit 13	Eating places
Unit 14	Hotel, motel and amusement facilities
Unit 15	Neighborhood shopping goods
Unit 16	Shopping goods
Unit 17	Transportation Trades and services
Unit 18	Gasoline service stations and drive-in/drive-through restaurants
Unit 19	Commercial recreation, small sites
Unit 20	Commercial recreation, large sites
Unit 21	Warehousing and wholesale
Unit 22	Manufacturing
Unit 23	Heavy industrial
Unit 24	Home occupation
Unit 25	Offices, studios, and related services
Unit 26	Multi-family dwellings
Unit 27	Wholesale bulk petroleum storage facilities with underground storage tanks
Unit 28	Center for collecting recyclable materials
Unit 29	Dance halls
Unit 30	Extractive uses
Unit 31	Facilities emitting odors & facilities handling explosives
Unit 32	Sexually oriented business
Unit 33	Adult live entertainment club or bar
Unit 34	Liquor stores
Unit 35	Outdoor music establishments
Unit 36	Wireless communications facilities

Unit 37	Manufactured homes
Unit 38	Mini-storage units
Unit 39	Auto salvage and junk yards
Unit 40	Sidewalk Cafes
Unit 41	Accessory dwellings
Unit 42	Clean technologies
Unit 43	Animal boarding and training
Unit 44	Cluster Housing Development
Unit 45	Small scale production
Unit 46	Short-term rentals
Unit 47	Data centers
Unit 48	Private dormitories

(O) *Unit 14. Hotel, Motel, and Amusement Facilities.*

(1) *Description.* Unit 14 consists of hotels, motels, and certain types of amusement facilities.

(2) *Included Uses.*

Hotel
Membership lodge
Motel
Motion picture theater
Night club, not providing dancing or outdoor music
Tavern, not providing dancing or outdoor music
Use Unit 46, Short-term rental is also permitted within Use Unit 14

(UU) *Unit 46. Short-term rental.*

(1) *Description.* Unit 46 is provided to allow a permanent residential dwelling unit, portion of a residential dwelling unit, or bedroom within a residential dwelling unit, to be leased and/or rented to a guest(s) for a period of less than thirty (30) consecutive days.

(2) *Included Uses.*

Short-term rentals

EXHIBIT F

163.18 Type 2 Short-Term Rentals in Residential Zoning Districts

(A) *Residential Zoning Districts.* Type 2 short-term rentals may be permitted as a conditional use in the following residential zoning districts:

- (1) R-A
- (2) RSF-.5
- (3) RSF-1
- (4) RSF-2
- (5) RSF-4
- (6) RSF-7
- (7) RSF-8
- (8) RSF-18
- (9) RI-12
- (10) RI-U
- (11) RMF-6
- (12) RMF-12
- (13) RMF-18
- (14) RMF-24
- (15) RMF-40
- (16) NC

Short-term rentals may be permitted by right or by conditional use in planned zoning districts subject to the zoning regulations enacted by the City Council for each district.

Short-term rentals in non-residential zoning districts, mixed use zoning districts, or other zoning districts not listed above are not required to apply for a conditional use permit.

- (B) *Occupancy.* Maximum of two (2) people per bedroom, ~~plus two (2), for the entire unit~~ when operated as a ~~short-term rental~~ Short-term Rental.
- (C) *Parking.* Parking is limited to the maximum number of vehicles as allowed by the underlying zoning district for the residential building on the property.
- (D) Special events are not permitted in a short-term rental. Example of special events include, but are not limited to, weddings, receptions, anniversaries, private parties, fundraisers and business seminars.
- (E) Short-term rental units are allowed in any structure established as a permanent residential dwelling including an accessory dwelling unit. No recreational vehicle, trailer, other vehicle or structure not classified as a permanent residential dwelling may be used as a short-term rental.
- (F) *Exceptions.* Exceptions to the short-term rental standards, except proposals that would exceed the city-wide density maximum, may be granted by the Planning Commission as a conditional use permit.
- (G) Short-term rentals must comply with all applicable codes under City Code §118.01 and successfully obtain a business license prior to operation.
- (H) Short-term rentals in residential zoning districts may be subject to denial or additional conditions based upon the Planning Commission's findings on the following factors:
- (1) Adequate parking infrastructure;

- (2) Adequate adjoining or nearby streets for on-street parking;
- (3) Frequency or concentration of nearby licensed Type 2 short-term rentals;
- (4) Prior zoning or code violations; ~~and~~
- (5) Proximity to public or private K-12 schools when the proposed property is within 1,000 feet of the school boundary line-;
- (6) Compatibility with nearby residential neighborhood;
- (7) All standards, requirements, and considerations of § 118.01 (E) *Short-term Rentals* and §163.02 **Authority; Conditions, Procedures.**

EXHIBIT G

164.26 Type 1 Short-Term Rentals Citywide and Type 2 Short-Term Rentals in Non-Residential and Mixed Use Zoning Districts

- (A) *Commercial and Mixed Use Zoning Districts.* Type 2 short-term rentals may be permitted in all zoning districts where hotel/motel uses are permitted by right and shall not count towards the Type 2 short-term rental density cap in these districts except in multi-family buildings as specified in Chapter 118 of the Fayetteville City Code. Type 2 short-term rentals in all other non-residential and mixed-use zoning districts may be permitted but shall count towards the Type 2 short-term rental density cap.

Short term rentals may be permitted by right or by conditional use in planned zoning districts subject to the zoning regulations enacted by the City Council for each district.

- (B) *Occupancy.* Maximum of two (2) people per bedroom, ~~plus two (2), for the entire unit~~ when operated as a ~~short~~Short-term rental.Rental.
- (C) *Parking.* Parking is limited to the maximum number of vehicles as allowed by the underlying zoning district for the residential building on the property.
- (D) Special events are not permitted in a short-term rental. Example of special events include, but are not limited to, weddings, receptions, anniversaries, private parties, fundraisers and business seminars.
- (E) Short-term rental units are allowed in any structure established as a permanent ~~residential~~ dwelling including an accessory dwelling unit. No recreational vehicle, trailer, other vehicle or structure not classified as a permanent ~~residential~~ dwelling may be used as a short-term rental.
- (F) *Exceptions.* Exceptions to the short-term rental standards, except proposals that would exceed the city-wide density maximum, may be granted by the Planning Commission as a conditional use permit.
- (G) Short-term rentals must comply with all applicable codes under City Code §118.01 and successfully obtain a business license prior to operation.

EXHIBIT A

118.01 Applicability

(A) *General Businesses.*

- (1) All businesses, institutions, corporations, LLCs, LLPs, partnerships, non-profit associations or corporations, sole proprietorships or other non-governmental entities with a physical address or which operates either a legally permitted home occupation or a short-term rental within the Fayetteville city limits shall be required to file for the City of Fayetteville Business Registry and License. A covered business or entity with multiple physical addresses in Fayetteville must obtain a separate business license for each such business address.
- (2) In addition, any person or non-governmental entity who has or should have a sales tax permit and operates out of a physical address within Fayetteville shall be required to file for the City of Fayetteville Business Registry and License.
- (3) In addition, any person or non-governmental entity who is engaged in any trade or occupation which requires federal or state licenses and who operates out of a physical address within Fayetteville shall be required to file for the City of Fayetteville Business Registry and License.

(B) *Religious Entities.* Churches and other religious institutions are exempt from this chapter unless they are performing functions like daycare that must be licensed by the state or that generate revenue upon which state sales or use taxes must be paid. The city business license shall not be required for the religious entity but only for those functions that require a state license or upon which state sales or use taxes must be paid.

(C) *Minors Exempt.* No individual under eighteen (18) years of age shall be required to register or obtain a business license. Minors are prohibited from leasing, advertising, managing or any other activity involved in STRs unless they are an emancipated minor.

(D) *Individual Landlords Renting Less Than Three (3) Dwelling Units Exempt.* An individual landlord, not operating as a corporation, LLC, LLP, or other business entity, who rents out less than three (3) dwelling units, and no commercial, industrial, or institutional unit, site or building shall be exempt from this chapter. However, a landlord that operates a short-term residential rental shall not be exempt and must apply for and obtain a business license for each individual short-term rental.

(E) *Short-Term Rentals.* A commercial dwelling unit, portion of a dwelling unit, or bedroom within a residential dwelling unit, leased and/or rented to a guest(s), for a period of less than thirty (30) consecutive days.

- (1) *Short-Term Rental, Type 1.* A short-term rental is where the owner or long-term tenant occupies the principal dwelling or the accessory dwelling unit as their primary full-time residence for at least nine (9) months of each calendar year and rents the remaining portion of their residence or their accessory dwelling unit as a short-term rental. An applicant for a Type 1 short-term rental shall provide a copy of the property's Homestead Tax Credit, long-term lease agreement or other comparable evidence of long-term residency to the city to prove the long-term residency requirement. The long-term occupant of the property is responsible for the management and control of occupants in the short-term rental, Type 1 to ensure no adverse effects or problems are inflicted upon residential neighbors.
- (2) *Short-Term Rental, Type 2.* If a desired short-term rental does not qualify as a short-term rental, Type 1, a property owner may seek to be approved as a short-term rental, Type 2. A new short-term rental, Type 2 may be permitted in residential zoning districts pursuant to the requirements of §163.18 and in non-residential and mixed-use zoning districts pursuant to §164.26. All short-term rentals, Type 2 must also comply with requirements of §118.01(E).

- (3) *Business License Required.* No dwelling unit in the city shall be used as a short-term rental unless:
- (a) The owner of the dwelling unit or operator of the short-term rental possess a valid and current business license for the dwelling unit, and fully complies with all legal requirements and duties imposed herein with respect to each and every short-term rental; and
 - (b) The owner has designated an agent, where said agent fully complies with all legal requirements and duties imposed herein with respect to every short-term rental. The owner may serve as their own agent.
 - (c) The owner of the dwelling unit or operator of the short-term rental provides proof of a valid and current homeowners insurance rider policy which fully covers each unit when operated as short-term rental unit.
- (4) *Separate Business License required for each Short-term Rental.* A separate business license shall be required for each dwelling unit used as a short-term rental.
- (5) *Change of Ownership.* Any change in ownership requires a new or amended business license.
- (6) *Contact Information Must be Updated.* If any required contact information changes for the associated business license, the person to whom the license was issued shall immediately notify the Development Services Department in writing.
- (7) *License Application.* The application for a business license shall include at minimum, the following information from applicants:
- (a) The property owner's information including legal name, mailing address, immediate contact phone number, and immediate contact E-mail address.
 - (b) Information for the dwelling unit subject to the application, inclusive of the physical street address assigned by the city.
 - (c) The type and total number of dwelling units located on the lot of record containing the dwelling unit subject to the application.
 - (d) If the owner is not their own agent, the owner designated agent's information including legal name, mailing address, immediate contact phone number and immediate contact E-mail address.
 - (e) Documentation of approval of a life safety and egress inspection by the City Building Safety Division for the dwelling unit subject to the application.
 - (f) Proof of application for remittance of hotel, motel and restaurant tax to the City of Fayetteville, and verification that all sales, use, and hotel, motel and restaurant taxes are current.
 - (g) Any additional data as deemed necessary or desirable for permit approval by the Development Services Director.
- (8) *License Renewals.* Business licenses for short-term rentals shall be renewed in accordance with Chapter 118 of the Business Regulations (Business Registry and Licenses).
- (9) *Legal Duties of License Holders.* An owner possessing a short-term rental license shall comply at all times with the following requirements:
- (a) *Occupancy.* Short-term rentals shall be subject to, and may not exceed, the occupancy limits approved with the business license.
 - (b) *Advertisements.* A short-term rental shall not be advertised if it violates occupancy, density, safety, and any of the other provisions of the Fayetteville Code. No short-term rental unit shall be advertised prior to having obtained a business license and the business license number shall be included in the advertisement listing.

- (c) *Information and Posting.* Business licensees shall provide to guests and post conspicuously in the common area of the short-term rental unit the city phone number to report a safety complaint.
- (10) *Owner or Agent Accessibility.* The property owner shall ensure that they or a designated agent are available at all times during guest occupancy, including nights and weekends, in order to facilitate compliance with this section. For the purposes of these regulations, "availability" means that the owner or agent is accessible by telephone, and, able to be physically present at the short-term rental within three (3) hours of being contacted.
- (11) *Guest Records.* The owner shall maintain summary guest registration records, which shall contain the actual dates of occupancy, total number of guests per party per stay, and the rate(s) charged, but shall not contain any personally identifiable information about guests. Such records shall be maintained for three (3) years and shall be provided to the city upon request of the Chief Finance Officer of the City of Fayetteville for audit or HMR tax collections.
- (12) *Health and Safety.* The owner shall ensure that each dwelling unit governed by this section complies with the applicable provisions of the Unified Development Code Chapter 173, Building Regulations.
- (13) *Criminal Activity.* The owner shall timely report any known or reasonably suspected criminal activity by a guest to the Fayetteville Police Department within twelve (12) hours maximum.
- (14) *Taxes and Fees.* Except for those instances in which a hosting platform bears the responsibility for collecting and remitting taxes and fees applicable to short-term rentals, the property owner shall timely remit in full Fayetteville Hotel, Motel and Restaurant tax and other applicable local, state, and federal taxes and city fees owed in connection with any short-term rental. The failure of a hosting platform to collect and remit taxes and fees shall not relieve an owner of the obligation to pay taxes and fees owed pursuant to this section.
- (15) *Authorization to Occupy, Use, and Operate.* Authorization to operate a short-term rental may be granted by the Development Services Director through the issuance of a City of Fayetteville Business Registry and License (Business License).
- (16) *Density For Type 2 Short-Term Rentals.* A city-wide density cap of four hundred seventy-five (475) dwelling units may be Type 2 rentals. A conditional use permit may not permit:
 - (a) More Type 2 short-term rentals than what is allowed by the city-wide density cap.
 - (b) *Detached single-family:*
 - (i) More than 4% of the total number of detached single-family dwelling units within 500 feet of the outside boundaries of a detached single-family dwelling proposed as a Type 2 short-term rental.
 - (ii) A property with a detached single-family dwelling proposed to be used as a Type 2 short-term rental within 100 feet of a property developed with a detached single-family dwelling licensed as a Type 2 short-term rental.
 - (c) 2-, 3-, and 4-family: Buildings that are owned by the same person or entity and are not a part of a multi-family complex shall have no more than one (1) Type 2 short-term rental unit per building complex.
 - (d) *Multi-family:* More than 10% or a single unit whichever is greater; of total dwelling units as Type 2 rentals within a multi-family dwelling complex.
 - (e) Where attached residential units are held separately through condominium association, horizontal property regime, fee simple, or similar ownership structure, no cap shall be applied to buildings with attached residential dwellings. Structures of attached residential dwellings where applicants seek more than 10% of total units for licensing as Type 2 rentals shall be evaluated by the Building Safety Director and/or Fire Marshal for adequate fire protection as defined by the

adopted Arkansas Fire Prevention Code. Where inadequate fire protection is identified, improvements may be required prior to issuance of a business license.

- (17) *Suspension and Revocation.* If the Development Services Director has reason to believe that any of the grounds specified in §118.03(A) of the Fayetteville Code exist, or that any rental unit was rented for less than one (1) full night, or to more than one (1) part of guests for the same period of time, or otherwise failed to comply with all terms and conditions of this section, the Development Services Director may suspend or revoke the short-term rental's business license pursuant to the procedures detailed in §118.03 and in §118.04 of the Fayetteville Code.
- (18) Short-term rentals must comply with the Unified Development Code including the regulations contained in §163.18 and §164.26 and must successfully obtain a business license prior to operation.

EXHIBIT B

CHAPTER 118: BUSINESS REGISTRY AND LICENSES

118.05 Penalty

- (A) *Fines.* No business or other entity who is required by this chapter to obtain a business license shall operate without having and displaying at the business a valid and current City of Fayetteville Business License. Operating without a license shall be a violation punishable by a fine of up to \$250.00 per day of operation.
- (B) (1) *City Services Termination.* If a business or entity continues to operate without a valid and current City of Fayetteville Business License for a period of one (1) week after written notification by the Director of Development Services, the Mayor may order the withholding of all city services including water, sewer and solid waste for the business premises.
- (2) A Type 2 short-term rental operator who does not have a valid and legal business license for the Type 2 short-term rental and who has not already been afforded an opportunity for a procedural due process hearing pursuant to subsection 118.01(E)(17) shall be sent a letter to the address of the suspected Type 2 short-term rental in which it is stated that the operator or owner may request a procedural due process hearing prior to withholding city services in not less than five (5) nor more than ten (10) business days. If such due process hearing is requested by the owner or operator prior to the expiration of ten (10) business days, such hearing shall be promptly scheduled. The Chief of Staff shall hear evidence from city staff and others that the subject Type 2 short-term rental does not have a valid current license and has been operating the short-term rental in violation of the City Code. The owner or operator may then explain and/or provide evidence disputing the city's allegations or explaining why city services should not be withheld from the property. The Chief of Staff may then recommend to the Mayor whether or not city services should be withheld from the premises of the Type 2 short-term rental and what could be done by the owner/operator of the premises to obtain city services at this location again. The Mayor may then order the withholding of all city services including water, sewer and solid waste from the premises and property.
- (3) For the initial violation of an owner or business operating a Type-2 short-term rental without a valid and legal business license, services may be withheld for a period of up to one month.
- (4) For the second and each subsequent violation of an owner or business operating a Type-2 short-term rental without a valid and legal business license, services may be withheld for up to six months after being afforded an opportunity for a due process hearing as explained in (2).
- (C) *Removal of Licensing Eligibility.* In the event of three violations occurring in a twelve-month period, the Development Services Director should remove the property from eligibility for short-term rental licensing beginning at the date of the most recent violation for a period of two years.

EXHIBIT C

CHAPTER 151. DEFINITIONS

Agent. Owner-Designated. A person designated by the owner of a property, where designee has a physical address within the City of Fayetteville is accessible 24-hours a day, and otherwise in compliance with the UDC requirements for short-term rentals. The owner may serve as their own agent.

Bedroom. As defined by the International Building Code and International Fire Code as adopted by the State of Arkansas and the City of Fayetteville and listed on the City of Fayetteville STR website.

Booking transaction Any contractual agreement between a guest and an owner relative to a short-term rental.

Dwelling unit (zoning). One (1) room or rooms connected together constituting a separate, independent housekeeping establishment for owner occupancy, or rental or lease on a monthly, or longer basis, and physically separated from any other rooms or dwelling units which may be in the same structure, and containing independent cooking and sleeping facilities.

Guest. Short-term rental. Any person who occupies a short-term rental, for a period of less than 30 consecutive days pursuant to a short-term rental lease term and/or other like agreement for the purposes of temporary lodging.

Host. Short-term rental. The owner(s) of a short-term rental who has authority to offer the dwelling unit, portion thereof, or a room within the dwelling unit as a legal short-term rental.

Owner. A person who owns at least a 50 percent interest in a dwelling unit used for short-term rentals.

Permanent residential dwelling. A structure that has been legally permitted or is a legal, non-conforming structure allowed for permanent occupancy as a residential dwelling.

Hosting Platform. A person or entity that participates in the short-term rental business by providing and collecting or receiving a fee(s) for facilitating booking transactions through which a short-term rental host may offer a short-term rental to a short-term rental guest. Hosting platforms typically, though not always, facilitate booking transactions through an on line platform that allows a short-term rental host to advertise the short-term rental through a website provided by the hosting platform and the hosting platform conducts a transaction by which potential short-term rental guest reserve a guestroom(s) and arrange payment, whether the short-term rental guest pays rent directly to the short-term rental host or to the hosting platform.

Short-term rental. A commercial dwelling unit, portion of a dwelling unit, or bedroom within a residential dwelling unit, leased and/or rented to a guest(s), for a period of less than thirty consecutive (30) days.

Short-term rental, Type 1. A short-term rental is where the owner or long term tenant occupies the principal dwelling or the accessory dwelling unit as their primary full time residence for at least nine months of each calendar year and rents the remaining portion of their residence or their accessory dwelling unit as a short-term rental. An applicant for a Type 1 Short-Term Rental shall provide a copy of the property's Homestead Tax Credit, long term lease agreement or other comparable evidence of long-term residency to the City to prove the long-term residency requirement. The long-term occupant of the property is responsible for the management and control of occupants in the short-term rental, Type 1 to ensure no adverse effects or problems are inflicted upon residential neighbors.

Short-Term Rental, Type 2. If a desired Short-Term Rental does not qualify as a Short-Term Rental, Type 1, a property owner may seek to be approved as a Short-Term Rental, Type 2. A new Short-Term Rental, Type 2 may be permitted in residential zoning districts pursuant to the requirements of § 163.18 and in non-residential and mixed-use zoning districts pursuant to § 164.26. All Short-Term Rentals, Type 2 must also comply with requirements of § 118.01 (E).

EXHIBIT D

CHAPTER 161: ZONING REGULATIONS

161.01 Application Of District Regulations

Minimum Regulations/Exceptions. The regulations set by this chapter within each district shall be minimum regulations and shall apply uniformly for each class or kind of structure or land, except as hereinafter provided:

- (A) *General.* No building, structure, or land shall hereafter be used or occupied, and no building or structure or part thereof shall hereafter be erected, constructed, reconstructed, moved or structurally altered except in conformity with all the regulations herein specified for the district in which it was located.
- (B) *Limitations.* No building or other structure shall hereafter be erected or altered:
 - (1) *Height/Bulk.* To exceed the height or bulk;
 - (2) *Number of Units.* To accommodate or house a greater number of units;
 - (3) *Lot Area.* To occupy a greater percentage of lot area;
 - (4) *Setback/Open Spaces.* To have narrower or smaller rear setbacks, front setbacks, side setbacks, or other open spaces than herein required; or
 - (5) *Other.* In any other manner contrary to the provisions of this chapter.
- (C) *Independent Compliance.* No part of a setback, or other open space, or off-street parking or loading space required about or in connection with any building for the purpose of complying with this chapter shall be included as part of a setback, open space, or off-street parking or loading space similarly required for any other building.
- (D) *Effective Date.* No setback or lot existing on June 29, 1970, shall be reduced in dimension or area below the minimum requirements set forth herein. Setbacks or lots created after June 29, 1970, shall meet at least the minimum requirements established by this chapter.
- (E) *Annexation.* All territory which may hereafter be annexed to the city shall be considered to be in District R-A until the territory is rezoned as provided herein.
- (F) *Measuring Setbacks.*
 - (1) *Front.* Measured from the street right-of-way, or street right-of-way setback as required by the Master Street Plan.
 - (2) *Side.* Measured from the side property line.
 - (3) *Rear.* Measured from the rear property line.
 - (4) *Corner.* A corner lot has two fronts and two sides.
- (G) *Conditional Uses.* These uses are permissible if approved by the Planning Commission. See Chapter 163, Use Conditions.
- (H) *Authorized Construction/Use.* Permits issued on the basis of plans and applications approved by the Zoning and Development Administrator or Planning Commission authorize only the use, arrangements, and construction set forth in such approved plans and applications, and no other use, arrangement, or construction.

161.02 Zoning Compliance And Business License

- (A) *Required.* It shall be unlawful to use or occupy or permit the use or occupancy of any building or premises, or both, or part thereof hereafter created, erected, changed, converted, or wholly or partly altered, or enlarged

in its use or structure until a business license has been issued by the Zoning and Development Administrator stating that the proposed use of the building or land conforms to the requirements of this chapter.

(B) *Conforming Uses.* Uses permitted within the underlying zoning district shall be eligible for a business license, subject to Chapter 118 of the Fayetteville Code.

(C) *Nonconforming Uses.*

- (1) Except for short-term rental units subject to Chapter 163 of the UDC, uses within the following use unit categories established prior to September 7, 2010 and operating in a zoning district that does not currently allow the use, are for the purposes of zoning compliance determined to be an existing nonconforming use, may continue to operate and are eligible to obtain a city business license. The exemption shall not be construed as relieving the owner or operator of such business from the regulations of the business license ordinance, including grounds for suspension and revocation, or from any other applicable federal, state, or city regulations.

Use Units	
3	Public protection facilities
4	Cultural and recreational facilities
5	Government facilities
6	Agricultural
7	Animal husbandry
12a	Limited business
13	Eating places
15	Neighborhood shopping goods
24	Home occupation
25	Offices, studios, and related services

- (2) Except for short-term rental units subject to Chapter 163 of the UDC, uses within the following use unit categories established prior to July 15, 2003 and operating in a zoning district that does not currently allow the use, are for the purposes of zoning compliance determined to be an existing nonconforming use, may continue to operate and are eligible to obtain a city business license. The exemption shall not be construed as relieving the owner or operator of such business from the regulations of the business license ordinance, including grounds for suspension and revocation, or from any other applicable federal, state, or city regulations.

Use Units	
2	City-wide uses by conditional use permit
14	Hotel, motel and amusement facilities
16	Shopping goods
17	Transportation trades and services
18	Gasoline service stations & drive-in/drive-through restaurants
19	Commercial recreation, small sites
20	Commercial recreation, large sites
21	Warehousing and wholesale
22	Manufacturing
23	Heavy industrial
27	Wholesale bulk petroleum storage facilities with underground tanks
28	Center for collecting recyclable materials

29	Dance halls
30	Extractive uses
31	Facilities emitting odors/handling explosives
32	Sexually oriented businesses
33	Adult live entertainment club or bar
34	Liquor stores
35	Outdoor music establishments
36	Wireless communications facilities
38	Mini-storage units
39	Auto salvage and junk yards
40	Sidewalk cafes
42	Clean technologies
43	Animal boarding and training

- (3) Businesses operating in a zoning district that does not allow the use and that cannot provide proof of their establishment in accordance with the criteria above are declared to be incompatible with permitted uses and shall not hereafter continue except in conformity with the regulations of the district in which it is located. These businesses shall not be eligible to obtain a city business license until or unless they are brought into compliance with the zoning district regulations.

161.03 District R-A, Residential-Agricultural

- (A) *Purposes.* The regulations of the agricultural district are designed to protect agricultural land until an orderly transition to urban development has been accomplished; prevent wasteful scattering of development in rural areas; obtain economy of public funds in the providing of public improvements and services of orderly growth; conserve the tax base; provide opportunity for affordable housing, increase scenic attractiveness; and conserve open space.

- (B) *Uses.*

- (1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 3	Public protection and utility facilities
Unit 6	Agriculture
Unit 7	Animal husbandry
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 37	Manufactured homes
Unit 41	Accessory dwellings
Unit 43	Animal boarding and training
Unit 46	Short-term rentals

- (2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities

Unit 20	Commercial recreation, large sites
Unit 24	Home occupations
Unit 35	Outdoor Music Establishments
Unit 36	Wireless communications facilities
Unit 42	Clean technologies

(C) *Density.*

Units per acre	One-half (½)
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(D) *Bulk and Area Regulations.*

Lot width minimum	200 feet
Lot Area Minimum:	
Residential:	2 acres
Nonresidential:	2 acres
Lot area per dwelling unit	2 acres

(E) *Setback Requirements.*

Front	Side	Rear
35 feet	20 feet	35 feet

- (F) *Height Requirements.* There shall be no maximum height limits in the R-A District, provided, however, if a building exceeds the height of one (1) story, the portion of the building over one (1) story shall have an additional setback from any boundary line of an adjacent residential district. The amount of additional setback for the portion of the building over one (1) story shall be equal to the difference between the total height of that portion of the building and one (1) story.

- (G) *Building area.* None.

161.04 District RSF-.5, Residential Single-Family—One-Half (½) Unit Per Acre

- (A) *Purpose.* A district having single-family detached residences on lots with a minimum size of two (2) acres and a maximum gross density of approximately one-half (½) unit per acre.

- (B) *Uses.*

(1) *Permitted Uses.*

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

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 24	Home occupations
Unit 36	Wireless communications facilities
Unit 44	Cluster Housing Development

(C) *Density.*

Units per acre	One-half (approximately)
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(D) *Bulk and Area Regulations.*

Lot width minimum	200 feet
Lot area minimum	71,438 square feet
Land area per dwelling unit	71,438 square feet

(E) *Setback Requirements.*

Front	Side	Rear
35 feet	20 feet	35 feet

(F) *Building Height Regulations.*

Building Height Maximum	3 stories
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(G) *Building Area.* None.

161.05 District RSF-1, Residential Single-Family - One (1) Unit Per Acre

- (A) *Purpose.* A district having single-family detached residences on lots with a minimum size of one (1) unit per acre. The district is designed to permit and encourage the development of very low density detached dwellings in suitable environments, as well as to protect existing development of these types.
- (B) *Uses.*
- (C) *Permitted Uses.*

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

(D) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 24	Home occupations
Unit 36	Wireless communications facilities
Unit 44	Cluster Housing Development

(E) *Density.*

Units per acre	1
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(F) *Bulk and Area Regulations.*

Lot width minimum	150 feet
Lot area minimum	35,720 square feet
Land area per dwelling unit	35,720 square feet

(G) *Setback Requirements.*

Front	Side	Rear
35 feet	20 feet	35 feet

(H) *Building Height Regulations.*

Building Height Maximum	3 stories
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(I) *Building Area.* None.

161.06 District RSF-2, Residential Single-Family — Two (2) Units Per Acre

- (A) *Purpose.* To provide a single-family dwelling transition zone between single-family neighborhoods that have developed with larger lot sizes (1 acre and over) and areas that have developed with smaller lot sizes (8,000

square feet), and to permit and encourage the development of low density detached dwellings in suitable environments, as well as to protect existing development of these types.

(B) *Uses.*

(C) *Permitted Uses.*

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

(D) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 24	Home occupations
Unit 36	Wireless communications facilities
Unit 44	Cluster Housing Development

(E) *Density*

Units per acre	2
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(F) *Bulk and Area Regulations.*

Lot width minimum	100 feet
Lot area minimum	17,860 square feet
Land area per dwelling unit	17,860 square feet

(G) *Setback Requirements.*

Front	Side	Rear
30 feet	15 feet	30 feet

(H) *Building Height Regulations.*

Building Height Maximum	3 stories
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(I) *Building Area.* None.

161.07 District RSF-4, Residential Single-Family - Four (4) Units Per Acre

(A) *Purpose.* The RSF-4 Residential District is designed to permit and encourage the development of low density detached dwellings in suitable environments, as well as to protect existing development of these types.

(B) *Uses.*

(1) *Permitted Uses.*

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

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 9	Two-family dwellings
Unit 12a	Limited business
Unit 24	Home occupations
Unit 36	Wireless communications facilities
Unit 44	Cluster Housing Development

(C) *Density.*

	Single-family dwellings	Two (2) family dwellings
Units per acre	4 or less	7 or less

(D) *Bulk and Area Regulations.*

	Single-family dwellings	Two (2) family dwellings
Lot minimum width	70 feet	80 feet
Lot area minimum	8,000 square feet	12,000 square feet
Land area per dwelling unit	8,000 square feet	6,000 square feet
Hillside Overlay District Lot minimum width	60 feet	70 feet
Hillside Overlay District Lot area minimum	8,000 square feet	12,000 square feet

Land area per dwelling unit	8,000 square feet	6,000 square feet
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(E) *Setback Requirements.*

Front	Side	Rear
15 feet	5 feet	15 feet

(F) *Building Height Regulations.*

Building Height Maximum	3 stories
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- (G) *Building Area.* On any lot the area occupied by all buildings shall not exceed 40% of the total area of such lot. Accessory ground mounted solar energy systems shall not be considered buildings.

161.08 District RSF-7, Residential Single-Family - Seven (7) Units Per Acre

- (A) *Purpose* The RSF-7 Residential District is designed to permit and encourage the development of detached dwellings in suitable environments.

(B) *Uses.*

(1) *Permitted Uses.*

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

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 9	Two family dwellings
Unit 12a	Limited business
Unit 24	Home occupations
Unit 36	Wireless communications facilities
Unit 44	Cluster Housing Development

(C) *Density.*

Single-family dwelling units per acre	7 or less
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(D) *Bulk and Area Regulations.*

(E) *Lot Width Minimum.*

Single-family	60 feet
Two-family	60 feet
Townhouse, no more than two (2) attached	30 feet

(F) *Lot Area Minimum.*

Single-family	6,000 square feet
Two-family	6,000 square feet
Townhouse, no more than two (2) attached	3,000 square feet

(G) *Land Area Per Dwelling Unit.*

Single-family	6,000 square feet
Two-family	3,000 square feet
Townhouse, no more than two (2) attached	3,000 square feet

(H) *Setback Requirements.*

Front	Side	Rear
15 feet	5 feet	15 feet

(I) *Building Height Regulations.*

Building Height Maximum	3 stories
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(J) *Building Area.* The area occupied by all buildings shall not exceed 50% of the total lot area. Accessory ground mounted solar energy systems shall not be considered buildings.

161.09 District RSF-8, Residential Single-Family - Eight (8) Units Per Acre

(A) *Purpose.* The RSF-8 Residential District is designed to bring historic platted development into conformity and to allow for the development of new single family residential areas with similar lot size, density, and land use as the historical neighborhoods in the downtown area.

(B) *Uses.*

(1) *Permitted Uses.*

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

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 9	Two-family dwellings
Unit 12a	Limited business
Unit 24	Home occupations
Unit 36	Wireless communications facilities
Unit 44	Cluster Housing Development

(C) *Density.*

	By Right
Single-family dwelling units per acre	8 or less

(D) *Bulk and Area Regulations.*

(1) *Lot Width Minimum.*

Single-family	50 feet
Two (2) family	50 feet
Townhouse, no more than two (2) attached	25 feet

(2) *Lot Area Minimum.*

Single-family	5,000 square feet
Two-family	5,000 square feet

(3) *Land Area Per Dwelling Unit.*

Single-family	5,000 square feet
Two-family	5,000 square feet
Townhouse, no more than two (2) attached	2,500 square feet

(E) *Setback Requirements.*

Front	Side	Rear
15 feet	5 feet	5 feet

(F) *Height Regulations.*

Building Height Maximum	3 stories
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- (G) *Building Area.* The area occupied by all buildings shall not exceed 50% of the total lot area, except when a detached garage exists or is proposed; then the area occupied by all buildings shall not exceed 60% of the total lot area. Accessory ground mounted solar energy systems shall not be considered buildings.

161.10 District RSF-18, Residential Single-Family - Eighteen (18) Units Per Acre

- (A) *Purpose.* The RSF-18 Single-family Residential District is designed to promote and encourage the efficient development of single-family detached residences in a variety of densities.

(B) *Uses.*

(1) *Permitted Uses.*

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

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 9	Two-family dwellings
Unit 12a	Limited business
Unit 24	Home occupations
Unit 36	Wireless communications facilities
Unit 44	Cluster Housing Development

(C) *Density.*

Units per acre	Eighteen (18) or less
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(D) *Bulk and Area Regulations.*

(1) *Lot Width Minimum.*

Single-family	30 feet
Two (2) family	30 feet

(2) *Lot Area Minimum.*

Townhouses: individual lot	1,250 square feet
Single-family	2,500 square feet
Two-family	2,000 square feet

(E) *Setback Requirements.*

Front	Side	Side-Zero Lot Line*	Rear
A build-to zone that is located between the front property line and a line 25 ft. from the front property line.	5 feet on both sides	A setback of less than five feet (zero lot line) is permitted on one interior side, provided a maintenance agreement is filed**. The remaining side setback(s) shall be 10 feet.	5 feet

* A zero lot line is an alternative to the 5 foot building setback. Applicants should consult the International Building Code when locating a structure in close proximity to property lines and/or adjacent structures.

** At least 5 feet of maintenance area shall be provided along a structure that is within 5 feet of a property line. This may be provided through a perpetual maintenance easement on the adjacent property, or through a combination of a maintenance easement and private property. Walls, fences and customary yard accessories are permitted in the maintenance area.

(F) *Building Height Regulations.*

Building Height Maximum	3 stories
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(G) *Building Area.* The area occupied by all buildings shall not exceed 60% of the total lot area. Accessory ground mounted solar energy systems shall not be considered buildings.

(H) *Minimum Buildable Street Frontage.* 50% of the lot width for two-family dwellings.

161.11 District RI-12, Residential Intermediate, Twelve (12) Units Per Acre

(A) *Purpose.* The RI-12 Residential District is designed to permit and encourage the development of detached and attached dwellings in suitable environments, to provide a development potential between low density and medium density with less impact than medium density development, to encourage the development of areas with existing public facilities and to encourage the development of a greater variety of housing values.

(B) *Uses.*

(1) *Permitted Uses.*

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

(2) *Conditional Uses.*

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

(C) *Density.*

Units per acre	12
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(D) *Bulk and Area Regulations.*

	Single-family	Two (2) family	Three (3) and four (4) family
Lot width minimum	50 feet	50 feet	90 feet
Lot area minimum	5,000 square feet	7,260 square feet	10,890 square feet.

(E) *Setback Requirements.*

Front	Side Other Uses	Side Single & Two (2) family	Rear Other Uses	Rear Single Family
A build-to zone that is located between the front property line and a line 25 feet from the front property line.	8 feet	5 feet	20 feet	5 feet

(F) *Building Height Regulations.*

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

(G) *Building Area.* The area occupied by all buildings shall not exceed 50% of the total lot area. Accessory ground mounted solar energy systems shall not be considered buildings.

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

161.12 District RI-U, Residential Intermediate - Urban

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

(B) *Uses.*

(1) *Permitted Uses.*

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

(2) *Conditional Uses.*

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

Unit 26	Multi-family dwellings
Unit 36	Wireless communications facilities
Unit 48	Private dormitories

(C) *Density.* None.

(D) *Bulk and Area Regulations.*

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

(E) *Setback Requirements.*

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

(F) *Building Height Regulations.*

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

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

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

161.13 District RMF-6, Residential Multi-Family—Six (6) Units Per Acre

(A) *Purpose.* The RMF-6 Multi-family Residential District is designed to permit and encourage the development of multi-family residences at a low density that is appropriate to the area and can serve as a transition between higher densities and single-family residential areas.

(B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings

Unit 9	Two (2) family dwellings
Unit 10	Three (3) and four (4) family dwellings
Unit 26	Multi-family dwellings
Unit 41	Accessory dwellings
Unit 44	Cluster Housing Development
Unit 46	Short-term rentals

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 11	Manufactured home park
Unit 12a	Limited business
Unit 24	Home occupations
Unit 25	Professional offices
Unit 36	Wireless communications facilities
Unit 48	Private dormitories

(C) *Density.*

Units per acre	6 or less
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(D) *Bulk and Area Regulations.*

(1) *Lot Width Minimum.*

Manufactured home park	100 feet
Lot within a manufactured home park	50 feet
Single-family	50 feet
Two (2) family	50 feet
Three (3) family or more	90 feet
Professional offices	100 feet

(2) *Lot Area Minimum.*

Manufactured home park	3 acres
Lot within a Manufactured home park	4,200 square feet
Townhouse: Individual lot	2,500 square feet
Single-family	6,000 square feet
Two (2) family	7,000 square feet

Three (3) family or more	9,000 square feet
Fraternity or Sorority	2 acres
Professional offices	1 acre

(E) *Setback Requirements.*

Front	Side Other Uses	Side Single & Two (2) Family	Rear Other Uses	Rear Single Family
A build-to zone that is located between the front property line and a line 25 feet from the front property line.	8 feet	5 feet	25 feet	5 feet

(F) *Building Height Regulations.*

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

If a building exceeds the height of two (2) stories, the portion of the building that exceeds two (2) stories shall have an additional setback from any side boundary line of an adjacent single family district. The amount of additional setback for the portion of the building over two (2) stories shall be equal to the difference between the total height of that portion of the building, and two (2) stories.

(G) *Building Area.* The area occupied by all buildings shall not exceed 50% of the total lot area. Accessory ground mounted solar energy systems shall not be considered buildings.

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

161.14 District RMF-12, Residential Multi-Family - Twelve (12) Units Per Acre

(A) *Purpose.* The RMF-12 Multi-family Residential District is designed to permit and encourage the development of multi-family residences at a moderate density that is appropriate to the area.

(B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings
Unit 9	Two (2) family dwellings
Unit 10	Three (3) and four (4) family dwellings

Unit 26	Multi-family dwellings
Unit 41	Accessory dwellings
Unit 44	Cluster Housing Development
Unit 46	Short-term rentals

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 11	Manufactured home park
Unit 12a	Limited business
Unit 24	Home occupations
Unit 25	Professional offices
Unit 36	Wireless communications facilities
Unit 48	Private dormitories

(C) *Density.*

Units per acre	12 or less
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(D) *Bulk and Area Regulations.*

(1) *Lot Width Minimum.*

Manufactured home park	100 feet
Lot within a manufactured home park	50 feet
Single family	45 feet
Two (2) family	45 feet
Three (3) family or more	80 feet
Professional offices	100 feet

(2) *Lot Area Minimum.*

Manufactured home park	3 acres
Lot within a manufactured home park	4,200 square feet
Townhouse: Individual lot	2,500 square feet
Single-family	4,500 square feet
Two (2) family	6,000 square feet
Three (3) family or more	9,000 square feet
Fraternity or Sorority	2 acres

Professional offices	1 acre
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(3) Land Area Per Dwelling Unit.

Manufactured home	3,000 square feet
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(E) *Setback requirements.*

Front	Side Other Uses	Side Single & Two (2) Family	Rear Other Uses	Rear Single Family
A build-to zone that is located between the front property line and a line 25 feet from the front property line.	8 feet	5 feet	20 feet	5 feet

(F) *Building Height Regulations.*

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

If a building exceeds the height of two (2) stories, the portion of the building that exceeds two (2) stories shall have an additional setback from any side boundary line of an adjacent single family district. The amount of additional setback for the portion of the building over two (2) stories shall be equal to the difference between the total height of that portion of the building, and two (2) stories.

- (G) Building area. The area occupied by all buildings shall not exceed 50% of the total lot area. Accessory ground mounted solar energy systems shall not be considered buildings.
- (H) Minimum buildable street frontage. 50% of the lot width.

161.15 District RMF-18, Residential Multi-Family — Eighteen (18) Units Per Acre

- (A) *Purpose.* The RMF-18 Multi-family Residential District is designed to permit and encourage the development of multi-family residences at a medium density that is appropriate to the area.

(B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings
Unit 9	Two (2) family dwellings
Unit 10	Three (3) and four (4) family dwellings

Unit 26	Multi-family dwellings
Unit 41	Accessory dwellings
Unit 44	Cluster Housing Development
Unit 46	Short-term rentals

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 11	Manufactured home park
Unit 12a	Limited business
Unit 24	Home occupations
Unit 25	Professional offices
Unit 36	Wireless communications facilities
Unit 48	Private dormitories

(C) *Density.*

Units per acre	Eighteen (18) or less
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(D) *Bulk and Area Regulations.*

(1) *Lot Width Minimum.*

Manufactured home park	100 feet
Lot within a manufactured home park	50 feet
Single-family	40 feet
Two (2) family	40 feet
Three (3) family or more	75 feet
Professional offices	100 feet

(2) *Lot Area Minimum.*

Manufactured home park	3 acres
Lot within a manufactured home park	4,200 square feet
Townhouse: Individual lot	2,500 square feet
Single-family	4,000 square feet
Two (2) family	5,000 square feet
Three (3) family or more	7,500 square feet
Fraternity or Sorority	2 acres
Professional offices	1 acre

(3) *Land Area Per Dwelling Unit.*

Manufactured Home	3,000 square feet
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(E) *Setback Requirements.*

Front	Side Other Uses	Side Single & Two (2) Family	Rear Other Uses	Rear Single Family
A build-to zone that is located between the front property line and a line 25 feet from the front property line.	8 feet	5 feet	20 feet	5 feet

(F) *Building Height Regulations.*

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

If a building exceeds the height of two (2) stories, the portion of the building that exceeds two (2) stories shall have an additional setback from any side boundary line of an adjacent single family district. The amount of additional setback for the portion of the building over two (2) stories shall be equal to the difference between the total height of that portion of the building, and two (2) stories.

(G) *Building Area.* The area occupied by all buildings shall not exceed 50% of the total lot area. Accessory ground mounted solar energy systems shall not be considered buildings.

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

161.16 District RMF-24, Residential Multi-Family - Twenty-Four (24) Units Per Acre

(A) *Purpose.* The RMF-24 Multi-family Residential District is designed to permit and encourage the developing of a variety of dwelling types in suitable environments in a variety of densities.

(B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings
Unit 9	Two (2) family dwellings
Unit 10	Three (3) and four (4) family dwellings
Unit 26	Multi-family dwellings
Unit 41	Accessory dwellings

Unit 44	Cluster Housing Development
Unit 46	Short-term rentals

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 11	Manufactured home park
Unit 12a	Limited business
Unit 24	Home occupations
Unit 25	Professional offices
Unit 36	Wireless communications facilities
Unit 48	Private dormitories

(C) *Density.*

Units per acre	24 or less
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(D) *Bulk and Area Regulations.*

(1) *Lot Width Minimum.*

Manufactured home park	100 feet
Lot within a Manufactured home park	50 feet
Single-family	35 feet
Two (2) family	35 feet
Three (3) family or more	70 feet
Professional offices	100 feet

(2) *Lot Area Minimum.*

Manufactured home park	3 acres
Lot within a mobile home park	4,200 square feet
Townhouses: Individual lot	2,000 square feet
Single-family	3,000 square feet
Two (2) family	4,000 square feet
Three (3) family or more	7,000 square feet
Fraternity or Sorority	2 acres
Professional offices	1 acres

(3) *Land Area Per Dwelling Unit.*

Manufactured Home	3,000 square feet
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(E) *Setback Requirements.*

Front	Side Other Uses	Side Single & Two (2) Family	Rear Other Uses	Rear Single Family
A build-to zone that is located between the front property line and a line 25 feet from the front property line.	8 feet	5 feet	20 feet	5 feet

(F) *Building Height Regulations.*

Building Height Maximum	2 stories/3 stories/5 stories*
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* A building or a portion of a building that is located between 0 and 10 feet from the front property line or any master street plan right-of-way line shall have a maximum height of two (2) stories, between 10—20 feet from the master street plan right-of-way a maximum height of three (3) stories and buildings or portions of the building set back greater than 20 feet from the master street plan right-of-way shall have a maximum height of 5 stories.

If a building exceeds the height of two (2) stories, the portion of the building that exceeds two (2) stories shall have an additional setback from any side boundary line of an adjacent single family district. The amount of additional setback for the portion of the building over two (2) stories shall be equal to the difference between the total height of that portion of the building, and two (2) stories.

- (G) *Building Area.* The area occupied by all buildings shall not exceed 50% of the total lot area. Accessory ground mounted solar energy systems shall not be considered buildings.
- (H) *Minimum Buildable Street Frontage.* 50% of the lot width.

161.17 District RMF-40, Residential Multi-Family - Forty (40) Units Per Acre

- (A) *Purpose.* The RMF-40 Multi-family Residential District is designated to protect existing high density multi-family development and to encourage additional development of this type where it is desirable.

(B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings
Unit 9	Two (2) family dwellings
Unit 10	Three (3) and four (4) family dwellings
Unit 26	Multi-family dwellings

Unit 41	Accessory dwellings
Unit 44	Cluster Housing Development
Unit 46	Short-term rentals

(2) *Conditional Uses.*

Unit 2	City-wide uses by CUP
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 11	Manufactured home park
Unit 12a	Limited business
Unit 24	Home occupation
Unit 25	Professional offices
Unit 36	Wireless communications facilities
Unit 48	Private dormitories

(C) *Density.*

Units per acre	Forty (40) or less
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(D) *Bulk and Area Regulations.*

(1) *Lot Width Minimum.*

Manufactured home park	100 feet
Lot within a Manufactured home park	50 feet
Single-family	30 feet
Two (2) family	30 feet
Three (3) family or more	70 feet
Professional offices	100 feet

(2) *Lot Area Minimum.*

Manufactured home park	3 acres
Lot within a mobile home park	4,200 square feet
Townhouses: Individual lot	2,000 square feet
Single-family	2,500 square feet
Two (2) family	3,000 square feet
Three (3) family or more	7,000 square feet
Fraternity or Sorority	1 acre

(3) *Land Area Per Dwelling Unit.*

Manufactured Home	3,000 square feet
Fraternity of Sorority	500 square feet per resident

(E) *Setback Requirements.*

Front	Side Other Uses	Side Single & Two (2) Family	Rear Other Uses	Rear Single Family
A build-to zone that is located between the front property line and a line 25 feet from the front property line.	8 feet	5 feet	20 feet	5 feet

(F) *Building Height Regulations.*

Building Height Maximum	2 stories/3 stories/5 stories*
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* A building or a portion of a building that is located between 0 and 10 feet from the front property line or any master street plan right-of-way line shall have a maximum height of two (2) stories, between 10—20 feet from the master street plan right-of-way a maximum height of three (3) stories and buildings or portions of the building set back greater than 20 feet from the master street plan right-of-way shall have a maximum height of 5 stories.

If a building exceeds the height of two (2) stories, the portion of the building that exceeds two (2) stories shall have an additional setback from any side boundary line of an adjacent single family district. The amount of additional setback for the portion of the building over two (2) stories shall be equal to the difference between the total height of that portion of the building, and two (2) stories.

(G) *Building Area.* The area occupied by all buildings shall not exceed 50% of the total lot area. Accessory ground mounted solar energy systems shall not be considered buildings.

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

161.18 NS-L, Neighborhood Services - Limited

(A) *Purpose.* The NS-L Neighborhood Services - Limited district is designed to serve as a mixed use area of low intensity. Neighborhood Services promotes a walkable, pedestrian-oriented neighborhood development form with sustainable and complementary neighborhood businesses that are compatible in scale, aesthetics, and use with surrounding land uses. For the purpose of Chapter 96: Noise Control, the Neighborhood Services district is a residential zone.

(B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings

Unit 9	Two (2) family dwellings
Unit 10	Three (3) and four (4) family dwellings
Unit 12a	Limited Business
Unit 24	Home occupations
Unit 40	Sidewalk cafes
Unit 41	Accessory dwelling units
Unit 44	Cluster housing development
Unit 46	Short-term rentals

Note: Any combination of above uses is permitted upon any lot within this zone. Conditional uses shall need approval when combined with pre-approved uses.

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 13	Eating places
Unit 15	Neighborhood shopping goods
Unit 19	Commercial recreation, small sites
Unit 25	Offices, studios and related services
Unit 26	Multi-family dwellings
Unit 36	Wireless communication facilities*
Unit 45	Small scale production
Unit 48	Private dormitories

(C) *Density.*

Units per acre	Ten (10) or less
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(D) *Bulk and Area.*

(1) *Lot Width Minimum.*

Single-family	35 feet
Two (2) family or more	35 feet
All other uses	None

(2) *Lot Area Minimum.*

Single-family	4,000 square feet
Two (2) family or more	3,000 square feet of lot area per dwelling unit
All other permitted and conditional uses	None

(E) *Setback Regulations.*

Front:	A build-to zone that is located between 10 and 25 feet from the front property line.
Side	5 feet
Rear	15 feet

(F) *Building Height Regulations.*

Building Height Maximum	3 stories
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(G) *Building area.* On any lot, the area occupied by all buildings shall not exceed 60% of the total area of the lot. Accessory ground mounted solar energy systems shall not be considered buildings.

(Ord. No. 5312, 4-20-10; Ord. No. 5462, 12-6-11; Ord. No. 5592, 6-18-13; Ord. No. 5664, 2-18-14; Ord. No. 5735, 1-20-15; Ord. No. 5800, §1(Exh. A), 10-6-15; Ord. No. 5921, §1, 11-1-16; Ord. No. 5945, §§5, 6, 8, 1-17-17; Ord. No. 6015, §1(Exh. A), 11-21-17; Ord. No. 6223, §1, 9-3-19; Ord. No. 6245, §2, 10-15-19; Ord. No. 6427, §§1(Exh. C), 2, 4-20-21; Ord. No. 6658, §8(Exh. G), 5-2-23; Ord. No. 6879, §2, 5-20-25)

Editor's note(s)—Ord. No. 6888, §1, adopted June 17, 2025 determines that Ordinance 6427 (Sunset Clause), Ordinance 6625 (extending Sunset Clause), Ordinance 6710 (extending the Sunset Clause), and Ordinance 6820 (extending the Sunset Clause) be amended so that Ordinance 6427 and all amendments to Code Sections ordained or enacted by Ordinance 6427 shall automatically sunset, be repealed and become void on November 30, 2025 unless prior to that time and date the City Council amends this ordinance to repeal or further amend this sunset, repeal and termination section.

161.19 NS-G, Neighborhood Services - General

(A) *Purpose.* The Neighborhood Services, General district is designed to serve as a mixed use area of medium intensity. Neighborhood Services, General promotes a walkable, pedestrian-oriented neighborhood development form with sustainable and complementary neighborhood businesses that are compatible in scale, aesthetics, and use with surrounding land uses. For the purpose of Chapter 96: Noise Control the Neighborhood Services district is a residential zone.

(B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 10	Three (3) and four (4) family dwellings
Unit 12b	General business
Unit 24	Home occupations
Unit 40	Sidewalk cafes
Unit 41	Accessory dwelling units
Unit 44	Cluster housing development

Unit 46	Short-term rentals
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Note: Any combination of above uses is permitted upon any lot within this zone. Conditional uses shall need approval when combined with pre-approved uses.

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 13	Eating places
Unit 16	Shopping goods
Unit 19	Commercial recreation, small sites
Unit 25	Offices, studios and related services
Unit 26	Multi-family dwellings
Unit 36	Wireless communication facilities
Unit 45	Small scale production
Unit 48	Private dormitories

(C) *Density.* Eighteen (18) or less per acre.

(D) *Bulk and Area Regulations.*

(1) *Lot Width Minimum.*

All dwellings	35 feet
All other uses	None

(2) *Lot Area Minimum.*

Single-family	4,000 square feet
Two (2) family or more	3,000 square feet per dwelling unit
All other uses	None

(E) *Setback regulations.*

Front	Side	Side-Zero Lot Line*	Rear	Rear when contiguous to a single-family residential district
A build-to zone that is located between the front property line and a line 25 feet from the front property line.	5 feet	A setback of less than 5 feet (zero lot line) is permitted on one interior side, provided a maintenance agreement is filed**. The remaining side setback(s) shall be 10 feet.	None	15 feet

(F) *Building Height Regulations.*

Building Height Maximum	3 stories
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(G) *Minimum Buildable Street Frontage.* 50% of the lot width.

161.20 District R-O, Residential Office

(A) *Purpose.* The Residential-Office District is designed primarily to provide area for offices without limitation to the nature or size of the office, together with community facilities, restaurants and compatible residential uses. The intent of this district is to allow administrative approval if the developer decides to use urban form, in compliance with the build-to zone and minimum buildable street frontage as specified herein.

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 5	Government facilities
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 12a	Limited business
Unit 25	Offices, studios, and related services
Unit 41	Accessory dwellings
Unit 44	Cluster Housing Development
Unit 46	Short-term rentals

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 11	Manufactured home park*
Unit 13	Eating places
Unit 15	Neighborhood shopping goods
Unit 24	Home occupations
Unit 26	Multi-family dwellings
Unit 36	Wireless communications facilities*
Unit 42	Clean technologies
Unit 45	Small scale production
Unit 48	Private dormitories

(C) *Density.*

Units per acre	24 or less
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(D) *Bulk and Area Regulations.* (Per dwelling unit for residential structures)

(1) *Lot Width Minimum.*

Manufactured home park	100 feet
Lot within a manufactured home park	50 feet
Single-family	60 feet
Two (2) family	60 feet
Three (3) or more	90 feet

(2) *Lot Area Minimum.*

Manufactured home park	3 acres
Lot within a manufactured home park	4,200 square feet
Townhouses:	
Development	10,000 square feet
Individual lot	2,500 square feet
Single-family	6,000 square feet
Two (2) family	6,500 square feet
Three (3) or more	8,000 square feet
Fraternity or Sorority	1 acre

(3) *Land Area Per Dwelling Unit.*

Manufactured home	3,000 square feet
Townhouses & apartments:	
No bedroom	1,000 square feet
One bedroom	1,000 square feet
Two (2) or more bedrooms	1,200 square feet
Fraternity or Sorority	500 square feet per resident

(E) *Setback Regulations.*

Front	15 feet
Front, if parking is allowed between the right-of-way and the building	50 feet
Front, in the Hillside Overlay District	15 feet
Side	10 feet
Side, when contiguous to a residential district	15 feet
Side, in the Hillside Overlay District	8 feet
Rear, without easement or alley	25 feet

Rear, from center line of public alley	10 feet
Rear, in the Hillside Overlay District	15 feet

Urban Form Setback Regulations:

Front	A build-to zone that is located between the front property line and a line 25 feet from the front property line
Side	5 feet
Side-zero lot line*	A setback of less than 5 feet (zero lot line) is permitted on one (1) interior side, provided a maintenance agreement is filed.** The remaining side setback(s) shall be 10 feet
Rear	None
Rear when contiguous to a single family residential district	15 feet

(F) *Building Height Regulations.*

Building Height Maximum	5 stories
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If a building exceeds the height of two (2) stories, the portion of the building that exceeds two (2) stories shall have an additional setback from any side boundary line of an adjacent single family district. The amount of additional setback for the portion of the building over two (2) stories shall be equal to the difference between the total height of that portion of the building, and two (2) stories.

- (G) *Building Area.* On any lot, the area occupied by all buildings shall not exceed 60% of the total area of such lot. Accessory ground mounted solar energy systems shall not be considered buildings.
- (H) Urban form minimum buildable street frontage: 50% of the lot width.

161.21 District C-1, Neighborhood Commercial

- (A) *Purpose.* The Neighborhood Commercial District is designed primarily to provide convenience goods and personal services for persons living in the surrounding residential areas. The intent of this district is to allow administrative approval if the developer decides to use urban form, in compliance with the build-to zone and minimum buildable street frontage as specified herein.
- (B) *Uses.*
- (1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 5	Government Facilities

Unit 13	Eating places
Unit 15	Neighborhood shopping
Unit 18	Gasoline service stations and drive-in/drive-through restaurants
Unit 25	Offices, studios, and related services
Unit 40	Sidewalk Cafes
Unit 44	Cluster Housing Development
Unit 45	Small scale production
Unit 46	Short-term rentals

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 16	Shopping goods
Unit 34	Liquor stores
Unit 35	Outdoor music establishments*
Unit 36	Wireless communications facilities*
Unit 42	Clean technologies

(C) *Density.* None.

(D) *Bulk and Area Regulations.* None.

(E) *Setback Regulations.*

Front	15 feet
Front, if parking is allowed between the right-of-way and the building	50 feet
Side	None
Side, when contiguous to a residential district	10 feet
Rear	20 feet

Urban Form Setback Regulations:

Front	A build-to zone that is located between 10 feet and a line 25 feet from the front property line
Side and rear	None
Side or rear, when contiguous to a single-family residential district	15 feet

(F) *Building Height Regulations.*

Building Height Maximum	5 stories
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If a building exceeds the height of two (2) stories, the portion of the building that exceeds two (2) stories shall have an additional setback from any boundary line of an adjacent residential district. The amount of additional setback for the portion of the building over two (2) stories shall be equal to the difference between the total height of that portion of the building, and two (2) stories.

- (G) *Building Area.* On any lot the area occupied by all buildings shall not exceed 40% of the total area of such lot. Accessory ground mounted solar energy systems shall not be considered buildings.
- (H) Urban form minimum buildable street frontage: 50% of the lot width.

161.22 Community Services

- (A) *Purpose.* The Community Services District is designed primarily to provide convenience goods and personal services for persons living in the surrounding residential areas and is intended to provide for adaptable mixed use centers located along commercial corridors that connect denser development nodes. There is a mixture of residential and commercial uses in a traditional urban form with buildings addressing the street. For the purposes of Chapter 96: Noise Control, the Community Services district is a commercial zone. The intent of this zoning district is to provide standards that enable development to be approved administratively.

(B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 10	Three (3) and four (4) family dwellings
Unit 13	Eating places
Unit 15	Neighborhood Shopping goods
Unit 24	Home occupations
Unit 25	Offices, studios and related services
Unit 26	Multi-family dwellings
Unit 40	Sidewalk Cafes
Unit 41	Accessory dwellings
Unit 44	Cluster Housing Development
Unit 45	Small scale production
Unit 46	Short-term rentals

Note: Any combination of above uses is permitted upon any lot within this zone. Conditional uses shall need approval when combined with pre-approved uses.

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 14	Hotel, motel and amusement services
Unit 16	Shopping goods
Unit 17	Transportation, trades and services
Unit 18	Gasoline service stations and drive-in/drive-through restaurants
Unit 19	Commercial recreation, small sites
Unit 28	Center for collecting recyclable materials
Unit 34	Liquor stores
Unit 35	Outdoor music establishments
Unit 36	Wireless communication facilities*
Unit 42	Clean technologies
Unit 48	Private dormitories

(C) *Density.* None.

(D) *Bulk and Area Regulations.*

(1) *Lot Width Minimum.*

Dwelling	18 feet
All others	None

(2) *Lot Area Minimum.* None.

(E) *Setback regulations.*

Front:	A build-to zone that is located between 10 feet and a line 25 feet from the front property line.
Side and rear:	None
Side or rear, when contiguous to a single-family residential district:	15 feet

(F) *Building Height Regulations.*

Building Height Maximum	5 stories
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(G) *Minimum Buildable Street Frontage.* 50% of the lot width.

161.23 District C-2, Thoroughfare Commercial

(A) *Purpose.* The Thoroughfare Commercial District is designed especially to encourage the functional grouping of these commercial enterprises catering primarily to highway travelers. The intent of this district is to allow administrative approval if the developer decides to use urban form, in compliance with the build-to zone and minimum buildable street frontage as specified herein.

(B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 4	Cultural and recreational facilities
Unit 5	Government Facilities
Unit 13	Eating places
Unit 14	Hotel, motel, and amusement facilities
Unit 16	Shopping goods
Unit 17	Transportation trades and services
Unit 18	Gasoline service stations and drive-in/drive-through restaurants
Unit 19	Commercial recreation, small sites
Unit 20	Commercial recreation, large sites
Unit 25	Offices, studios, and related services
Unit 33	Adult live entertainment club or bar
Unit 34	Liquor store
Unit 40	Sidewalk Cafes
Unit 44	Cluster Housing Development
Unit 45	Small scale production
Unit 46	Short-term rentals

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 21	Warehousing and wholesale
Unit 28	Center for collecting recyclable materials
Unit 29	Dance Halls
Unit 32	Sexually oriented business
Unit 35	Outdoor music establishments
Unit 36	Wireless communications facilities
Unit 38	Mini-storage units
Unit 42	Clean technologies
Unit 43	Animal boarding and training

(C) *Density.* None.

(D) *Bulk and Area Regulations.* None.

(E) *Setback Regulations.*

Front	15 feet
Front, if parking is allowed between the right-of-way and the building	50 feet
Side	None
Side, when contiguous to a residential district	15 feet
Rear	20 feet

Urban Form Setback Regulations:

Front	A build-to zone that is located between 10 feet and a line 25 feet from the front property line
Side and rear	None
Side or rear, when contiguous to a single-family residential district	15 feet

(F) *Building Height Regulations.*

Building Height Maximum	6 stories*
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* If a building exceeds the height of two (2) stories, the portion of the building that exceeds two (2) stories shall have an additional setback from side boundary line of an adjacent residential district. The amount of additional setback for the portion of the building over two (2) stories shall be equal to the difference between the total height of that portion of the building, and two (2) stories.

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

(H) Urban form minimum buildable street frontage: 50% of the lot width.

161.24 Urban Thoroughfare

(A) *Purpose.* The Urban Thoroughfare District is designed to provide goods and services for persons living in the surrounding communities. This district encourages a concentration of commercial and mixed use development that enhances function and appearance along major thoroughfares. Automobile-oriented development is prevalent within this district and a wide range of commercial uses is permitted. For the purposes of Chapter 96: Noise Control, the Urban Thoroughfare district is a commercial zone. The intent of this zoning district is to provide standards that enable development to be approved administratively.

(B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
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Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 8	Single-family dwellings
Unit 9	Two (2) family dwellings
Unit 10	Three (3) and four (4) family dwellings
Unit 13	Eating places
Unit 14	Hotel, motel and amusement services
Unit 16	Shopping goods
Unit 17	Transportation trades and services
Unit 18	Gasoline service stations and drive-in/drive-through restaurants
Unit 19	Commercial recreation, small sites
Unit 24	Home occupations
Unit 25	Offices, studios, and related services
Unit 26	Multi-family dwellings
Unit 34	Liquor store
Unit 40	Sidewalk cafes
Unit 41	Accessory Dwellings
Unit 44	Cluster Housing Development
Unit 45	Small scale production
Unit 46	Short-term rentals

Note: Any combination of above uses is permitted upon any lot within this zone. Conditional uses shall need approval when combined with pre-approved uses.

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 20	Commercial recreation, large sites
Unit 21	Warehousing and wholesale
Unit 28	Center for collecting recyclable materials
Unit 29	Dance halls
Unit 33	Adult live entertainment club or bar
Unit 35	Outdoor music establishments
Unit 36	Wireless communication facilities
Unit 38	Mini-storage units
Unit 42	Clean technologies
Unit 43	Animal boarding and training
Unit 48	Private dormitories

(C) *Density.* None

(D) *Bulk and Area Regulations.*

(1) *Lot Width Minimum.*

Single-family dwelling	18 feet
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All other dwellings	None
Non-residential	None

(2) *Lot area minimum.* None

(E) *Setback regulations.*

Front:	A build-to zone that is located between 10 feet and a line 25 feet from the front property line.
Side and rear:	None
Side or rear, when contiguous to a single-family residential district:	15 feet

(F) *Building Height Regulations.*

Building Height Maximum	5 stories/7 stories*
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* A building or a portion of a building that is located between 10 and 15 feet from the front property line or any master street plan right-of-way line shall have a maximum height of five (5) stories. A building or portion of a building that is located greater than 15 feet from the master street plan right-of-way shall have a maximum height of seven (7) stories.

If a building exceeds the height of two (2) stories, the portion of the building that exceeds two (2) stories shall have an additional setback from any boundary line of an adjacent single family district. The amount of additional setback for the portion of the building over two (2) stories shall be equal to the difference between the total height of that portion of the building, and two (2) stories.

(G) *Minimum buildable street frontage.* 50% of the lot width.

161.25 District C-3, Central Commercial

(A) *Purpose.* The Central Commercial District is designed to accommodate the commercial and related uses commonly found in the central business district, or regional shopping centers which provide a wide range of retail and personal service uses. The intent of this district is to allow administrative approval if the developer decides to use urban form, in compliance with the build-to zone and minimum buildable street frontage as specified herein.

(B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 13	Eating places
Unit 14	Hotel, motel, and amusement facilities
Unit 16	Shopping goods

Unit 18	Gasoline service stations & drive-in restaurants
Unit 19	Commercial recreation, small sites
Unit 25	Offices, studios, and related services
Unit 26	Multi-family dwellings
Unit 34	Liquor stores
Unit 40	Sidewalk Cafes
Unit 44	Cluster Housing Development
Unit 45	Small scale production
Unit 46	Short-term rentals

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 17	Transportation trades and services
Unit 28	Center for collecting recyclable materials
Unit 29	Dance Halls
Unit 35	Outdoor music establishments
Unit 36	Wireless communications facilities
Unit 42	Clean technologies
Unit 48	Private dormitories

(C) *Density.* None.

(D) *Bulk and Area Regulations.* None.

(E) *Setback Regulations.*

	Central Business District	Shopping Center
Front	5 feet	25 feet
Front, if parking is allowed between the right-of-way and the building	50 feet	50 feet
Side	None	None
Side, when contiguous to a residential district	10 feet	25 feet
Rear, without easement or alley	15 feet	25 feet
Rear, from center line of a public alley	10 feet	10 feet

Urban Form Setback Regulations:

Front	A build-to zone that is located between the front property line and a line 25 feet from the front property line
Side	None
Rear	5 feet
Rear, from center line of an alley	12 feet

(F) *Building Height Regulations.*

Building Height Maximum	5 stories/7 stories*
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* A building or a portion of a building that is located between 0 and 15 feet from the front property line or any master street plan right-of-way line shall have a maximum height of five (5) stories. A building or a portion of a building that is located greater than 15 feet from the master street plan right-of-way line shall have a maximum height of seven (7) stories.

(G) Urban form minimum buildable street frontage: 80% of the lot width.

161.26 Downtown Core

(A) *Purpose.* Development is most intense, and land use is densest in this zone. The downtown core is designed to accommodate the commercial, office, governmental, and related uses commonly found in the central downtown area which provides a wide range of retail, financial, professional office, and governmental office uses. For the purposes of Chapter 96: Noise Control, the Downtown Core district is a commercial zone.

(B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 10	Three (3) and four (4) family dwellings
Unit 13	Eating places
Unit 14	Hotel, motel, and amusement facilities
Unit 16	Shopping goods
Unit 17	Transportation trades and services
Unit 19	Commercial recreation, small sites
Unit 24	Home occupations
Unit 25	Offices, studios, and related services
Unit 26	Multi-family dwellings
Unit 34	Liquor stores
Unit 40	Sidewalk Cafes
Unit 41	Accessory dwellings
Unit 44	Cluster Housing Development

Unit 45	Small scale production
Unit 46	Short-term rentals

Note: Any combination of above uses is permitted upon any lot within this zone. Conditional uses shall need approval when combined with pre-approved uses.

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 29	Dance Halls
Unit 35	Outdoor music establishments
Unit 36	Wireless communication facilities
Unit 42	Clean technologies
Unit 48	Private dormitories

(C) *Density.* None.

(D) *Bulk and Area Regulations.* None.

(E) *Setback Regulations.*

Front	A build-to zone that is located between the front property line and a line 25 feet from the front property line.
Side	None
Rear	5 feet
Rear, from center line of an alley	12 feet

(F) *Minimum Buildable Street Frontage.* 80% of lot width.

(G) *Building Height Regulations.*

Building Height Maximum	5 stories/14 stories*
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* A building or a portion of a building that is located between 0 and 15 feet from the front property line or any master street plan right-of-way line shall have a maximum height of five (5) stories. A building or portion of a building that is located greater than 15 feet from the master street plan right-of-way shall have a maximum height of fourteen (14) stories.

161.27 Main Street/Center

(A) *Purpose.* A greater range of uses is expected and encouraged in the Main Street/Center. The Center is more spatially compact and is more likely to have some attached buildings than Downtown General or Neighborhood Conservation. Multi-story buildings in the Center are well-suited to accommodate a mix of

uses, such as apartments or offices above shops. Lofts, live/work units, and buildings designed for changing uses over time are appropriate for the Main Street/Center. The Center is within walking distance of the surrounding, primarily residential areas. For the purposes of Chapter 96: Noise Control, the Main Street/Center district is a commercial zone.

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 10	Three (3) and four (4) family dwellings
Unit 13	Eating places
Unit 14	Hotel, motel, and amusement facilities
Unit 16	Shopping goods
Unit 17	Transportation trades and services
Unit 19	Commercial recreation, small sites
Unit 24	Home occupations
Unit 25	Offices, studios, and related services
Unit 26	Multi-family dwellings
Unit 34	Liquor stores
Unit 40	Sidewalk Cafes
Unit 41	Accessory dwellings
Unit 44	Cluster Housing Development
Unit 45	Small scale production
Unit 46	Short-term rentals

Note: Any combination of above uses is permitted upon any lot within this zone. Conditional uses shall need approval when combined with pre-approved uses.

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 18	Gasoline service stations and drive-in/drive-through restaurants
Unit 28	Center for collecting recyclable materials
Unit 29	Dance halls
Unit 35	Outdoor music establishments
Unit 36	Wireless communication facilities
Unit 42	Clean technologies
Unit 48	Private dormitories

(C) *Density.* None.

(D) *Bulk and Area Regulations.*

(1) *Lot Width Minimum.*

Dwelling (all unit types)	18 feet
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(2) *Lot Area Minimum.* None.

(E) *Setback Regulations.*

Front	A build-to zone that is located between the front property line and a line 25 feet from the front property line.
Side	None
Rear	5 feet
Rear, from center line of an alley	12 feet

(F) *Minimum Buildable Street Frontage.* 75% of lot width.

(G) *Building Height Regulations.*

Building Height Maximum	5 stories/7 stories*
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* A building or a portion of a building that is located between 0 and 15 feet from the front property line or any master street plan right-of-way line shall have a maximum height of five (5) stories. A building or a portion of a building that is located greater than 15 feet from the master street plan right-of-way line shall have a maximum height of seven (7) stories.

161.28 Downtown General

- (A) *Purpose.* Downtown General is a flexible zone, and it is not limited to the concentrated mix of uses found in the Downtown Core or Main Street/Center. Downtown General includes properties in the neighborhood that are not categorized as identifiable centers, yet are more intense in use than Neighborhood Conservation. There is a mixture of single-family homes, rowhouses, apartments, and live/work units. Activities include a flexible and dynamic range of uses, from public open spaces to less intense residential development and businesses. For the purposes of Chapter 96: Noise Control, the Downtown General district is a residential zone.

(B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 10	Three (3) and four (4) family dwellings
Unit 13	Eating places

Unit 15	Neighborhood shopping goods
Unit 24	Home occupations
Unit 25	Offices, studios, and related services
Unit 26	Multi-family dwellings
Unit 40	Sidewalk Cafes
Unit 41	Accessory dwellings
Unit 44	Cluster Housing Development
Unit 45	Small scale production
Unit 46	Short-term rentals

Note: Any combination of above uses is permitted upon any lot within this zone. Conditional uses shall need approval when combined with pre-approved uses.

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 14	Hotel, motel and amusement services
Unit 16	Shopping goods
Unit 17	Transportation trades and services
Unit 19	Commercial recreation, small sites
Unit 28	Center for collecting recyclable materials
Unit 36	Wireless communication facilities
Unit 48	Private dormitories

(C) *Density.* None.

(D) *Bulk and Area Regulations.*

(1) *Lot Width Minimum.*

Dwelling (all unit types)	18 feet
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(2) *Lot Area Minimum.* None.

(E) *Setback Regulations.*

Front	A build-to zone that is located between the front property line and a line 25 feet from the front property line.
Side	None
Rear	5 feet
Rear, from center line of an alley	12 feet

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

(G) *Building Height Regulations.*

Building Height Maximum	5 stories
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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
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(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
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161.30 District I-1, Heavy Commercial And Light Industrial

- (A) *Purpose.* The Heavy Commercial District is designed primarily to accommodate certain commercial and light industrial uses which are compatible with one another but are inappropriate in other commercial or industrial districts. The Light Industrial District is designed to group together a wide range of industrial uses, which do not produce objectionable environmental influences in their operation and appearance. The regulations of this district are intended to provide a degree of compatibility between uses permitted in this district and those in nearby residential districts.

(B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 5	Government Facilities
Unit 6	Agriculture
Unit 13	Eating places
Unit 16	Shopping goods
Unit 17	Transportation trades and services
Unit 18	Gasoline service stations and drive-in/drive-through restaurants
Unit 21	Warehousing and wholesale
Unit 22	Manufacturing
Unit 25	Offices, studios and related services
Unit 27	Wholesale bulk petroleum storage facilities with underground storage tanks
Unit 42	Clean technologies
Unit 46	Short-term rentals

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
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Unit 19	Commercial recreation, small sites
Unit 20	Commercial recreation, large sites
Unit 28	Center for collecting recyclable materials
Unit 36	Wireless communications facilities
Unit 38	Mini-storage units
Unit 43	Animal boarding and training

(C) *Density.* None.

(D) *Bulk and Area Regulations.* None.

(E) *Setback Regulations.*

Front, when adjoining A or R districts	50 feet
Front, when adjoining C, I, or P districts	25 feet
Side, when adjoining A or R districts	50 feet
Side, when adjoining C, I, or P districts	10 feet
Rear	25 feet

(F) *Height Regulations.* There shall be no maximum height limits in I-1 District, provided, however, that if a building exceeds the height of two (2) stories, the portion of the building that exceeds two (2) stories shall have an additional setback from any boundary line of an adjacent residential district. The amount of additional setback for the portion of the building over two (2) stories shall be equal to the difference between the total height of that portion of the building, and two (2) stories.

(G) *Building Area.* None.

161.31 District I-2, General Industrial

(A) *Purpose.* The General Industrial District is designed to provide areas for manufacturing and industrial activities which may give rise to substantial environment nuisances, which are objectionable to residential and business use.

(B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 3	Public protection and utility facilities
Unit 5	Government Facilities
Unit 6	Agriculture
Unit 7	Animal husbandry
Unit 13	Eating places
Unit 16	Shopping goods
Unit 18	Gasoline service stations and drive-in/drive-through restaurants
Unit 20	Commercial recreation, large sites
Unit 21	Warehousing and wholesale
Unit 22	Manufacturing

Unit 23	Heavy industrial
Unit 25	Offices, studios, and related services
Unit 28	Center for collecting recyclable materials
Unit 42	Clean technologies
Unit 43	Animal boarding and training
Unit 46	Short-term rentals
Unit 47	Data centers

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 31	Facilities emitting odors and facilities handling explosives.
Unit 36	Wireless communications facilities
Unit 38	Mini-storage Units
Unit 39	Auto salvage and junk yards

(C) *Density.* None.

(D) *Bulk and area regulations.* None.

(E) *Setback Regulations.*

Front, when adjoining A or R districts	100 feet
Front, when adjoining C, I or P districts	50 feet
Side, when adjoining A or R districts	50 feet
Side, when adjoining C, I or P districts	25 feet
Rear	25 feet

(F) *Height Regulations.* There shall be no maximum height limits in I-2 Districts, provided, however, that if a building exceeds the height of two (2) stories, the portion of the building that exceeds two (2) stories shall have an additional setback from any boundary line of an adjacent residential district. The amount of additional setback for the portion of the building over two (2) stories shall be equal to the difference between the total height of that portion of the building, and two (2) stories.

(G) *Building Area.* None.

161.32 District P-1, Institutional

(A) *Purpose.* The Institutional District is designed to protect and facilitate use of property owned by public and religious institutions. Larger facilities and institutions may still use historical setback regulations, but public and religious institutions may also choose to use urban form with build-to zones and minimum buildable street frontage allowing administrative approval.

(B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 46	Short-term rentals

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 12b	General business
Unit 20	Commercial recreation, large sites
Unit 26	Multi-family dwellings
Unit 36	Wireless communications facilities
Unit 42	Clean technologies
Unit 48	Private dormitories

(C) *Density.* None.

(D) *Bulk and Area Regulations.* None.

(E) *Setback Regulations.*

Front	15 feet
Front, if parking is allowed between the right-of-way and the building	50 feet
Side	None
Side, when contiguous to a residential district	15 feet
Rear	20 feet

Urban Form Setback Regulations

Front	A build-to-zone that is located between 10 feet and a line 25 feet from the front property line
Side and rear	None
Side and rear, when contiguous to a single-family residential district	15 feet

(F) *Building Height Regulations.*

Building Height Maximum	6 stories*
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* If a building exceeds the height of two (2) stories, the portion of the building that exceeds two (2) stories shall have an additional setback from side boundary line of an adjacent residential district. The amount of additional setback for the portion of the building over two (2) stories shall be equal to the difference between the total height of that portion of the building, and two (2) stories.

- (G) *Building Area.* On any lot the area occupied by all buildings shall not exceed 60% of the total area of such lot. Accessory ground mounted solar energy systems shall not be considered buildings.
- (H) Urban form minimum buildable street frontage: 50% of the lot width.

161.33 District E-1, Extraction

- (A) *Purpose.* The Extraction District is designed to provide areas for the commercial removal of natural accumulations of sand, clay, silt, gravel, rock, and any mineral where such removal may cause groundwater problems, noise, dust, traffic problems, erosion, and safety concerns.

- (B) *Uses.*

- (1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 30	Extractive uses

- (2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
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- (C) *Density.* None.

- (D) *Bulk and area regulations.*

- (1) *Lot Width Minimum.*

Lot width minimum	The proposed development shall have at least 200 feet of frontage on a state road or other adequate means of access compatible with sound land use planning principles.
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- (2) *Lot Area Minimum.*

Lot area minimum	10 acres
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- (E) *Setback Regulations.*

From all property lines (including street frontage) when contiguous to all R districts	200 feet
From all property lines (including street frontage) when contiguous to P, A, C, and I districts	100 feet

161.34 Reserved

161.35 Planned Zoning District

- (A) *Applicability.* To be considered for a Planned Zoning District, the applicant shall meet all of the following criteria:
- (1) *Location.* Any property located within the city limits is eligible for a Planned Zoning District. Upon City Council approval, an owner or developer of a specific piece of property located within the City's designated planning area may be authorized to submit a Planned Zoning District application in conjunction with an annexation request, but final approval of the PZD will not be effective until said property is annexed into the City of Fayetteville.
 - (2) *Size.* There shall be no minimum or maximum tract size for a PZD application.
- (B) *Purpose.* The intent of the Planned Zoning District is to permit and encourage comprehensively planned zoning and development whose purpose is redevelopment, economic development, cultural enrichment or to provide a single-purpose or mixed-use planned development and to permit the concurrent processing of zoning and development. The City Council may consider any of the following factors in review of a Planned Zoning District application.
- (1) *Flexibility.* Providing for flexibility in the distribution of land uses, in the density of development and in other matters typically regulated in zoning districts.
 - (2) *Compatibility.* Providing for compatibility with the surrounding land uses.
 - (3) *Harmony.* Providing for an orderly and creative arrangement of land uses that are harmonious and beneficial to the community.
 - (4) *Variety.* Providing for a variety of housing types, employment opportunities or commercial or industrial services, or any combination thereof, to achieve variety and integration of economic and redevelopment opportunities.
 - (5) *No Negative Impact.* Does not have a negative effect upon the future development of the area;
 - (6) *Coordination.* Permit coordination and planning of the land surrounding the PZD and cooperation between the city and private developers in the urbanization of new lands and in the renewal of existing deteriorating areas.
 - (7) *Open Space.* Provision of more usable and suitably located open space, recreation areas and other common facilities that would not otherwise be required under conventional land development regulations.
 - (8) *Natural Features.* Maximum enhancement and minimal disruption of existing natural features and amenities.
 - (9) *Future Land Use Plan.* Comprehensive and innovative planning and design of mixed use yet harmonious developments consistent with the guiding policies of the Future Land Use Plan.
 - (10) *Special Features.* Better utilization of sites characterized by special features of geographic location, topography, size or shape.
 - (11) *Recognized Zoning Consideration.* Whether any other recognized zoning consideration would be violated in this PZD.
- (C) *Rezoning.* Property may be rezoned to the Planned Zoning District by the City Council in accordance with the requirements of this chapter and Chapter 154, Amendments.

- (1) Each rezoning parcel shall be described as a separate district, with distinct boundaries and specific design and zoning standards. Each district shall be assigned a project number or label, along with the designation "PZD". The rezoning shall include the adoption of zoning standards and a specific master plan.
- (2) All uses identified within §162 Use Units of the Unified Development Code may be allowed as permissible uses or conditional uses, unless otherwise specified, subject to City Council approval of the Planned Zoning District request.
- (3) *Residential Density*. Residential densities shall be determined on the basis of the following considerations:
 - (a) The densities of surrounding development;
 - (b) The densities allowed under the current zoning;
 - (c) The urban development goals and other policies of the city's Future Land Use Plan;
 - (d) The topography and character of the natural environment; and
 - (e) The impact of a given density on the specific site and adjacent properties.
- (4) *Building Setback*. There shall be no minimum building setback except as may be determined by the Planning Commission and City Council during review of the zoning plan based on the uses within the development and the proximity of the development to existing or prospective development on adjacent properties. Greater setbacks may be established by the Planning Commission or City Council when it is deemed necessary to provide adequate separation from adjacent properties.
- (5) *Building Height*. There shall be no maximum building height except as may be determined by the Planning Commission and City Council during the review of the zoning plan based on the uses within the development and the proximity of the development to existing or prospective development on adjacent properties. A lesser height may be established by the Planning Commission or City Council when it is deemed necessary to provide adequate light and air to adjacent property and to protect the visual quality of the community.
- (6) *Building Area*. The Planning Commission and City Council shall review specific proposed lot coverages which generally correspond to the guidelines for lot coverage in the respective residential, office, commercial or industrial district which most depicts said development scheme.

161.36 Urban Corridor

- (A) *Purpose*. The Urban Corridor District is designed to provide a mix of commercial uses and housing along corridors that provide multi-modal transportation options. The district encourages walkable commercial, residential, and mixed-use developments in urban form that enhance function, economic vitality, and appearance along major urban thoroughfares.
- (B) *Uses*.
 - (1) *Permitted Uses*.

Unit 1	City-wide uses by right
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 10	Three- and Four-Family Dwellings
Unit 13	Eating places
Unit 14	Hotel, Motel, and Amusement Facilities
Unit 16	Shopping Goods
Unit 19	Commercial Recreation, Small Sites

Unit 24	Home occupations
Unit 25	Offices, studios, and related services
Unit 26	Multi-family dwellings
Unit 34	Liquor Stores
Unit 40	Sidewalk Cafes
Unit 41	Accessory Dwellings
Unit 45	Small scale production
Unit 46	Short-term rentals

Note: Any combination of the above uses is permitted upon any lot within this zone. Conditional uses shall need approval when combined with pre-approved uses.

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 8	Single-Family Dwellings
Unit 9	Two-Family Dwellings
Unit 17	Transportation trades and services
Unit 18	Gasoline Service Stations and Drive-Thru Restaurants
Unit 20	Commercial Recreation, Large Sites
Unit 21	Warehousing and Wholesale
Unit 28	Center for Collecting Recyclable Materials
Unit 29	Dance Halls
Unit 32	Sexually Oriented Business
Unit 35	Outdoor Music Establishments
Unit 36	Wireless communication facilities
Unit 38	Mini-Storage Units
Unit 42	Clean Technologies
Unit 43	Animal Boarding and Training
Unit 44	Cluster Housing Development
Unit 48	Private dormitories

(C) *Density.* None.

(D) *Bulk and Area Regulations.*

(1) *Lot Width Minimum.* None.

(2) *Lot Area Minimum.* None.

(E) *Setback Regulations.*

Front	A build-to zone that is located between the front property line and a line 30 feet from the front property line.
Side and rear:	None
Side or rear, when contiguous to a single-family residential district:	15 feet

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

(G) *Building Height Regulations.*

Building Height Maximum	8 stories
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161.37 Urban Neighborhood

(A) *Purpose.* The Urban Neighborhood District is designed to serve as a mixed use area of medium intensity and provide a transition into residential neighborhoods from more intense, mixed-use districts. Urban Neighborhood promotes a walkable, pedestrian-oriented neighborhood development form with a variety of housing options and complementary neighborhood businesses that are compatible in scale and use with surrounding land uses. For the purpose of Chapter 96: Noise Control the Urban Neighborhood district is a residential zone.

(B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 4	Cultural and recreational facilities
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 10	Three (3) and four (4) family dwellings
Unit 12b	General business
Unit 13	Eating places
Unit 24	Home occupations
Unit 25	Offices, studios, and related services
Unit 26	Multi-family dwellings
Unit 40	Sidewalk cafes
Unit 41	Accessory dwelling units
Unit 44	Cluster housing development
Unit 46	Short-term rentals

Note: Any combination of above uses is permitted upon any lot within this zone. Conditional uses shall need approval when combined with pre-approved uses.

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 5	Government facilities
Unit 14	Hotel, motel and amusement services
Unit 15	Neighborhood shopping goods
Unit 36	Wireless communication facilities
Unit 45	Small scale production
Unit 48	Private dormitories

(C) *Density.* None.

(D) *Bulk and Area Regulations.*

(1) *Lot Width Minimum.*

All dwellings	12 feet
All other uses	None

(2) *Lot Area Minimum.* None.

(E) *Setback Regulations.*

Front	A build-to zone that is located between the front property line and a line 25 feet from the front property line.
Side	None
Rear	5 feet
Rear, from center line of an alley	12 feet

(F) *Building Height Regulations.*

Building Height Maximum	3 stories
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(G) *Minimum Buildable Street Frontage.* 50% of the lot width.

161.38 District CCR, Conservation, Cultural, And Recreation

(A) *Purpose.* The Conservation, Cultural, and Recreation District is a designation requested by the owner of property that the city and the owner have determined beneficial and desirable to conserve, preserve, protect, or enhance natural resources such as floodplains, streams, wetlands, steep topography, woodlands, meadows and wildlife habitat, or for the purpose of improving and restoring such property's ecosystem services. Further, this district serves to permit certain limited uses and activities which are not detrimental to the land and consistent with these purposes.

(B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
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(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities

(C) *Density.* None.

(D) *Bulk and Area Regulations.*

- (1) At least 80% of the zoned area shall be left undeveloped as green space.
- (2) No more than 10% of the Conservation, Cultural, and Recreation zoned area may be dedicated to open space that also contains hard surface areas such as parking, paved trail, or other impervious ground cover.

(E) *Setback Requirements.*

- (1) Minimum setback from the front property line shall be 20 feet.

- (2) Minimum setbacks from all other property lines shall be 50 feet.
- (3) A minimum setback of 50 feet shall be established parallel to all floodplain lines shown on currently adopted FIRM panels.
- (4) A minimum setback of 100 feet shall be established parallel to the top of bank along all streams protected within the Streamside Protection Zones of §168.12.
- (5) A minimum setback of 100 feet shall be established parallel to the edge of open bodies of water.

(F) *Height Requirements.*

Building height maximum	2 stories
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(G) *Building area.* Maximum lot coverage shall be 5% of the zoned area.

(H) *Legal Instrument for Permanent Protection.* Green space shall be protected in perpetuity by an easement deed or other binding legal instrument that is recorded with the rezoning at the time of rezoning. The instrument shall be a permanent conservation easement or equivalent legal document such as:

- (1) A permanent conservation easement conveyed to the city or a land trust or similar conservation oriented nonprofit organization with legal authority to accept such easements. The conservation organization must be bona fide and in perpetual existence and the conveyance instrument shall contain an appropriate provision for conveyance to another nonprofit conservation organization or to the city in the event the originally designated organization becomes unable to fulfill its functions, or
- (2) An equivalent legal document that provides permanent protection, if approved by the city.

161.39—161.99 Reserved

EXHIBIT E

162.01 Establishment/Listing

The various use units referred to in the zoning district provisions are herein listed in numerical order. Within the use units, the permitted uses are ordinarily listed in alphabetical order. In these use units where there is a preliminary descriptive statement (which may mention specific uses) in addition to the detailed list of uses, the detailed list shall govern.

Unit 1	City-wide uses by right
Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 6	Agriculture
Unit 7	Animal husbandry
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 10	Three (3) and four (4) family dwellings
Unit 11	Manufactured home park
Unit 12a	Limited business
Unit 12b	General business
Unit 13	Eating places
Unit 14	Hotel, motel and amusement facilities
Unit 15	Neighborhood shopping goods
Unit 16	Shopping goods
Unit 17	Transportation Trades and services
Unit 18	Gasoline service stations and drive-in/drive-through restaurants
Unit 19	Commercial recreation, small sites
Unit 20	Commercial recreation, large sites
Unit 21	Warehousing and wholesale
Unit 22	Manufacturing
Unit 23	Heavy industrial
Unit 24	Home occupation
Unit 25	Offices, studios, and related services
Unit 26	Multi-family dwellings
Unit 27	Wholesale bulk petroleum storage facilities with underground storage tanks
Unit 28	Center for collecting recyclable materials
Unit 29	Dance halls
Unit 30	Extractive uses
Unit 31	Facilities emitting odors & facilities handling explosives
Unit 32	Sexually oriented business
Unit 33	Adult live entertainment club or bar
Unit 34	Liquor stores
Unit 35	Outdoor music establishments
Unit 36	Wireless communications facilities
Unit 37	Manufactured homes
Unit 38	Mini-storage units

Unit 39	Auto salvage and junk yards
Unit 40	Sidewalk Cafes
Unit 41	Accessory dwellings
Unit 42	Clean technologies
Unit 43	Animal boarding and training
Unit 44	Cluster Housing Development
Unit 45	Small scale production
Unit 46	Short-term rentals
Unit 47	Data centers
Unit 48	Private dormitories

(O) *Unit 14. Hotel, Motel, and Amusement Facilities.*

(1) *Description.* Unit 14 consists of hotels, motels, and certain types of amusement facilities.

(2) *Included Uses.*

Hotel
Membership lodge
Motel
Motion picture theater
Night club, not providing dancing or outdoor music
Tavern, not providing dancing or outdoor music
<i>Use Unit 46, Short-term rental is also permitted within Use Unit 14</i>

(UU) *Unit 46. Short-term rental.*

(1) *Description.* Unit 46 is provided to allow a permanent residential dwelling unit, portion of a residential dwelling unit, or bedroom within a residential dwelling unit, to be leased and/or rented to a guest(s) for a period of less than thirty (30) consecutive days.

(2) *Included Uses.*

Short-term rentals

EXHIBIT F

163.18 Type 2 Short-Term Rentals in Residential Zoning Districts

- (A) *Residential Zoning Districts.* Type 2 short-term rentals may be permitted as a conditional use in the following residential zoning districts:

- (1) R-A
- (2) RSF-.5
- (3) RSF-1
- (4) RSF-2
- (5) RSF-4
- (6) RSF-7
- (7) RSF-8
- (8) RSF-18
- (9) RI-12
- (10) RI-U
- (11) RMF-6
- (12) RMF-12
- (13) RMF-18
- (14) RMF-24
- (15) RMF-40
- (16) NC

Short-term rentals may be permitted by right or by conditional use in planned zoning districts subject to the zoning regulations enacted by the City Council for each district.

Short-term rentals in non-residential zoning districts, mixed use zoning districts, or other zoning districts not listed above are not required to apply for a conditional use permit.

- (B) *Occupancy.* Maximum of two (2) people per bedroom, when operated as a Short-term Rental.
- (C) *Parking.* Parking is limited to the maximum number of vehicles as allowed by the underlying zoning district for the residential building on the property.
- (D) Special events are not permitted in a short-term rental. Example of special events include, but are not limited to, weddings, receptions, anniversaries, private parties, fundraisers and business seminars.
- (E) Short-term rental units are allowed in any structure established as a permanent residential dwelling including an accessory dwelling unit. No recreational vehicle, trailer, other vehicle or structure not classified as a permanent residential dwelling may be used as a short-term rental.
- (F) *Exceptions.* Exceptions to the short-term rental standards, except proposals that would exceed the city-wide density maximum, may be granted by the Planning Commission as a conditional use permit.
- (G) Short-term rentals must comply with all applicable codes under City Code §118.01 and successfully obtain a business license prior to operation.
- (H) Short-term rentals in residential zoning districts may be subject to denial or additional conditions based upon the Planning Commission's findings on the following factors:

- (1) Adequate parking infrastructure;
- (2) Adequate adjoining or nearby streets for on-street parking;
- (3) Frequency or concentration of nearby licensed Type 2 short-term rentals;
- (4) Prior zoning or code violations;
- (5) Proximity to public or private K-12 schools when the proposed property is within 1,000 feet of the school boundary line;
- (6) Compatibility with nearby residential neighborhood;
- (7) All standards, requirements, and considerations of § 118.01 (E) *Short-term Rentals* and §163.02 **Authority; Conditions, Procedures.**

EXHIBIT G

§164.26 Type 1 Short-Term Rentals Citywide and Type 2 Short-Term Rentals in Non-Residential and Mixed Use Zoning Districts

- (A) *Commercial and Mixed Use Zoning Districts.* Type 2 short-term rentals may be permitted in all zoning districts where hotel/motel uses are permitted by right and shall not count towards the Type 2 short-term rental density cap in these districts except in multi-family buildings as specified in Chapter 118 of the Fayetteville City Code. Type 2 short-term rentals in all other non-residential and mixed-use zoning districts may be permitted but shall count towards the Type 2 short-term rental density cap.

Short term rentals may be permitted by right or by conditional use in planned zoning districts subject to the zoning regulations enacted by the City Council for each district.

- (B) *Occupancy.* Maximum of two (2) people per bedroom, when operated as a Short-term Rental.
- (C) *Parking.* Parking is limited to the maximum number of vehicles as allowed by the underlying zoning district for the residential building on the property.
- (D) Special events are not permitted in a short-term rental. Example of special events include, but are not limited to, weddings, receptions, anniversaries, private parties, fundraisers and business seminars.
- (E) Short-term rental units are allowed in any structure established as a permanent dwelling including an accessory dwelling unit. No recreational vehicle, trailer, other vehicle or structure not classified as a permanent dwelling may be used as a short-term rental.
- (F) *Exceptions.* Exceptions to the short-term rental standards, except proposals that would exceed the city-wide density maximum, may be granted by the Planning Commission as a conditional use permit.
- (G) Short-term rentals must comply with all applicable codes under City Code §118.01 and successfully obtain a business license prior to operation.

EXHIBIT H

The City Council of the City of Fayetteville, Arkansas hereby prohibits any Short-term Rental owner, manager, employee, or agent from creating, authorizing, permitting, or executing any new reservations, leases, contracts, or any advertising contrary to the two person per bedroom occupancy limitation after the effective date of this ordinance. To protect any valid and enforceable pre-existing contractual rights of Short-term Rental owners or managers, all legally authorized and valid Short-term Rental leases or contracts entered into and fully enforceable by both parties prior to the effective date of this ordinance for a rental period after the effective date of this ordinance but prior to June 1, 2026 shall be allowed to honor and enforce these valid pre-existing leases or contracts timely entered into by both the landlord and tenants. Proof of the pre-existing contract or lease shall be provided to the city upon the request of the Development Services Director.

An owner or manager of a legally authorized Short-term Rental may petition the Development Services Director to allow use of a Short-term Rental lease compliant with the former occupancy limits if such lease was legally entered into and signed by both landlord and tenant prior to the effective date of this ordinance even for periods of time later than June 1, 2026. To do so, the owner or operator must furnish clear and convincing proof of such pre-existing, signed, valid and enforceable Short-term Rental contracts or leases for such later occupation dates from June 1, 2026 until January 1, 2027 to the Development Services Director. This proof must be sufficient and satisfactory to the Development Services Director and be provided in writing to the Development Services Director no later than March 1, 2026. The Development Services Director shall endeavor to protect all such signed, enforceable, valid pre-existing contractual rights of the owner or manager. Any alleged pre-existing Short-term Rental lease for a period of occupancy after January 1, 2027 may only be approved for such occupancy by City Council Resolution. The applicant must present clear and convincing evidence of a timely, fully signed, enforceable, and valid pre-existing Short-term Rental lease or contract during an applicant's requested Due Process hearing before the City Council no later than June 16, 2026. The City Council has complete discretion whether or not to grant any relief. The applicant must file the written request for such Due Process hearing at the Fayetteville City Clerk's Office no later than May 6, 2026.

AGENDA REQUEST FORM

FOR: Council Meeting of December 2, 2025

FROM: Council Member/ Ordinance Review Committee Chair Scott Berna

ORDINANCE OR RESOLUTION TITLE AND SUBJECT:

AN ORDINANCE TO REPEAL ORDINANCES 6427, 6625, 6710, 6820, 6888, AND 6936 AND TO ENACT THIS REPLACEMENT ORDINANCE TO LEGALIZE THE OPERATION OF SHORT-TERM RENTALS PURSUANT TO REASONABLE REGULATIONS

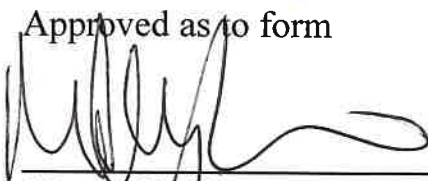
APPROVED FOR AGENDA:

Approved by email
Council Member Scot Berna

November 20, 2025
Date


Kit Williams
Approved as to form

November 20, 2025
Date


Mayor Molly Rawn
Acknowledgement

11/20/25
Date

Williams, Kit

From: Berna, Scott
Sent: Thursday, November 20, 2025 10:24 AM
To: Williams, Kit
Subject: Re: short-term rental ordinance

Approved

From: Williams, Kit <kwilliams@fayetteville-ar.gov>
Sent: Thursday, November 20, 2025 10:13 AM
To: Berna, Scott <scott.berna@fayetteville-ar.gov>
Cc: Curth, Jonathan <jcurth@fayetteville-ar.gov>; Turk, Teresa <teresa.turk@fayetteville-ar.gov>; Wiederkehr, Mike <mike.wiederkehr@fayetteville-ar.gov>; D'Andre Jones <dre91732000@gmail.com>; Rawn, Molly <molly.rawn@fayetteville-ar.gov>; Paxton, Kara <kapaxton@fayetteville-ar.gov>; Hungate, Hannah <hhungate@fayetteville-ar.gov>
Subject: short-term rental ordinance

Scott,

Please find attached the final version of the Short-term Rental Ordinance that the Ordinance Review Committee recommended for approval to the whole City Council yesterday afternoon. Once you either sign, scan and return the attached agenda request form to or merely approve by email, I can present this ordinance to the Mayor and with Kara's help enter it into Civic Clerk which could possibly even make it onto the Tentative Agenda. If that is not possible, you will be able to present it at the Agenda Session next week.

Let me express my thanks for all the hard work and careful consideration of your committee as well as Jonathan to achieve these well balanced, fair and efficient regulations for Short-term Rental operations in Fayetteville.

Kit Williams
Fayetteville City Attorney
479-575-8313

ORDINANCE NO. _____

AN ORDINANCE TO REPEAL ORDINANCES 6427, 6625, 6710, 6820, 6888, AND 6936 AND TO ENACT THIS REPLACEMENT ORDINANCE TO LEGALIZE THE OPERATION OF SHORT-TERM RENTALS PURSUANT TO REASONABLE REGULATIONS

WHEREAS, short-term rentals had not been legal to operate in Fayetteville until the City Council passed Ordinance 6427 on April 20, 2021, which temporarily made short-term rentals legal if and when in conformity with the reasonable regulations; and

WHEREAS, Ordinance 6427 contained a Sunset Clause repealing and making void such legalization and all regulation 20 months after its passage unless extended by subsequent ordinance prior to Sunset Clause's activation date; and

WHEREAS, Ordinance 6625 (December 6, 2022); Ordinance 6710 (November 21, 2023), Ordinance 6820 (December 4, 2024), Ordinance 6888 (June 17, 2025), and Ordinance 6936 (November 18, 2025) all extended the temporary legalization and regulations of short-term rentals by amending the Sunset Clause until December 30, 2025; and

WHEREAS, the City Council has determined it should allow up to 475 Short-term rentals, Type 2 to operate within residentially zoned districts and other mixed-use/commercial zones in which hotels are not permitted as of right in Fayetteville, but also should require conditional use permits for these short-term rentals so that the Planning Commission can ensure compatibility with nearby residential neighborhoods and restrictions against high density and concentration of Short-term rentals which could damage neighborhood character and compatibility; and

WHEREAS, our citizens' peace, health, and safety require reasonable limitations on and regulations of Short-term rentals allowed in residential and mixed-use districts; and

WHEREAS, the City Council has worked for over four years to clarify and improve the short-term rental definitions and regulations and now will enact this new ordinance permanently legalizing and regulating short-term rentals with no sunset clause.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby repeals Ordinances 6427, 6625, 6710, 6820, 6888, and 6936 including their sunset clauses.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby repeals §118.01 of the *Fayetteville Code* and enacts a replacement §118.01 ***Applicability*** as shown on Exhibit A incorporated herein and make a part hereof.

Section 3: That the City Council of the City of Fayetteville, Arkansas hereby repeals § 118.05 ***City Service Termination*** of the *Fayetteville Code* and enacts a replacement § 118.05 as shown on Exhibit B incorporated herein and make a part hereof.

Section 4: That the City Council of the City of Fayetteville, Arkansas hereby amends Chapter 151 **Definitions** by repealing and replacing the definitions of “Short-term rental,” “Short-term rental, Type 1” and “Short-term rental, Type 2” with the definitions shown on Exhibit C incorporated herein and made a part hereof, and re-enacting all the other original definitions as also shown in Exhibit C.

Section 5: That the City Council of the City of Fayetteville, Arkansas hereby repeals all of Chapter 161, **Zoning Regulations** and enacts a replacement Chapter 161, **Zoning Regulations** as shown on Exhibit D incorporated herein and made a part hereof.

Section 6: That the City Council of the City of Fayetteville, Arkansas hereby repeals § 162.01 **Establish/Listing**’s table of use units through unit 46 Short-term rentals and subsections (O) Unit 14. *Hotel, Motel and Amusement Facilities* and (UU) Unit 46. *Short-term Rental*; and enacts a replacement § 162.01 **Establish/Listing**’s table of use units and replacements subsections (O) Unit 14. *Hotel, Motel and Amusement Facilities* and (UU) Unit 46. *Short-term Rentals* as shown on Exhibit E attached hereto and made a part hereof.

Section 7: That the City Council of the City of Fayetteville, Arkansas hereby repeals § 163.18 and enacts a replacement § 163.18 as shown on Exhibit F incorporated herein and made a part hereof.

Section 8: That the City Council of the City of Fayetteville, Arkansas hereby repeals § 164.26 and enacts a replacement § 164.26 as show on Exhibit G incorporated hereto and made a part hereof.

Section 9: That the City Council of the City of Fayetteville, Arkansas hereby prohibits any owner or manager of a short-term rental from entering into or advertising any new short-term rental agreement or reservation contrary to the terms of these new regulations, but protects existing contractual rights and obligations of short-term rental owners/managers as shown on Exhibit H incorporated herein and made a part hereof.

Section 10: That the City Council of the City of Fayetteville, Arkansas hereby determines that this ordinance should become effective without delay because allowing the City’s Short-term Rental regulations to expire through its Sunset Clause without enacting replacement Short-term Rental authorization and regulation code provisions will likely lead to unregulated and illegal operation of Short-term Rentals not subject to the City’s life safety standards and insurance requirements. Enacting the new Short-term Rental code will legalize and regulate the existing permitted and inspected Short-term Rentals necessary for the public peace as well as the health and safety of Fayetteville residents. Therefore, the City Council hereby declares an emergency exists such that this ordinance shall become effective immediately upon its passage and approval.