

City of Fayetteville, Arkansas

113 West Mountain Street

Fayetteville, AR 72701

(479) 575-8323



City Council Final Agenda

Tuesday, January 20, 2026

5:30 PM

City Hall Room 219

City Council Members

Council Member Robert B. Stafford Ward 1

Council Member Dr. D'Andre Jones Ward 1

Council Member Sarah Moore Ward 2

Council Member Mike Wiederkehr Ward 2

Council Member Scott Berna Ward 3

Council Member Sarah Bunch Ward 3

Council Member Teresa Turk Ward 4

Council Member Min. Monique Jones Ward 4

Mayor Molly Rawn

City Attorney Kit Williams

City Clerk Treasurer Kara Paxton

Meeting Information:

1. Webinar ID: 861 2881 4638
Public Registration Link: https://fayetteville-ar.zoom.us/webinar/register/WN_ZE9TRpS3RMaHgFrNPtgW5w
AgendaItemComment@Fayetteville-AR.GOV

Call to Order**Roll Call****Pledge of Allegiance****Mayor' s Announcements, Proclamations and Recognitions**

1. **A Proclamation to Honor the 2025-2026 Fayetteville High School Cheerleading Team & Coaches**

City Council Meeting Presentations, Reports and Discussion Items

1. **Dr. Martin Luther King Jr. Brotherhood Award Presented by City Attorney Kit Williams**
2. **Fayetteville Youth Advisory Council Progress Report**

Proposed Agenda Additions**A. Consent****A.1. Approval of the January 6, 2026 City Council Meeting Minutes****A.2. National League of Cities Southern Cities Economic Initiative Implementation Grant Acceptance:**

A resolution to authorize the acceptance of a Southern Cities Economic Initiative Planning Grant in the amount of \$55,000.00 to support a project to inventory vacant residential properties and pilot a workforce development program focused on affordable housing rehabilitation and repair, and to approve a budget adjustment. (2025-2642)

A.3. Hawkins-Weir Engineers, Inc. Amendment No. 3:

A resolution to approve Amendment No. 3 to the Professional Engineering Services Contract with Hawkins-Weir Engineers, Inc. in an amount not to exceed \$976,480.00 for construction management and field observation services associated with utility relocations along Highway 112, and to approve a budget adjustment. (2025-2746)

A.4. Franchise Agreement with Trash Haulers, LLC:

A resolution to approve an agreement with Trash Haulers, 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. (2025-2819)

A.5. Approve Recycling Cart Purchases through Shaefer Plastics:

A resolution to approve the purchase of recycling carts and related products and services from Schaefer Plastics of North America, LLC for the initial amount of \$1,333,274.45 plus any applicable taxes pursuant to a Sourcewell Cooperative Purchasing Contract, to approve a project contingency in the amount of \$133,327.45, to authorize the future purchase of recycling carts and related products and services as needed within the approved budget through April 4, 2029 and any future renewal periods, and to approve a budget adjustment. (2025-2821)

A.6. ARPA Budget Reallocation:

A resolution to commit \$3,750.00 in returned American Rescue Plan Act funds to the Childcare Assistance Program, and to approve a budget adjustment. (2025-2818)

A.7. Mental Wellness Program for the Fayetteville Fire Department:

A resolution to approve a contract with Nikki Penn Counseling and Consulting PLLC to provide a mental awareness program for the Fayetteville Fire Department in the amount of \$75,000.00 per year with automatic renewals for up to four additional years. (2025-2516)

A.8. Police/Fire Radio Replacement:

A resolution to authorize the purchase of radio equipment from Motorola Solutions Inc. in the amount of \$2,561,648.79 pursuant to a NASPO Cooperative Purchasing Contract. (2025-2832)

B. Unfinished Business**B.1. RZN 2025-0046 North Penelope Lane:**

An ordinance to rezone the property described in rezoning petition RZN 2025-46 for approximately 2.58 acres located at 2097 North Penelope Lane in Ward 4 from R-A, Residential-Agricultural and RMF-24, Residential Multi-Family, 24 units per acre to RI-U, Intermediate-Urban. (2025-2131)

For item history from November 4, 2025 through December 2, 2025, please contact the Office of the City Clerk Treasurer.

At the December 16, 2025 City Council meeting, this ordinance was left on the third and final reading and tabled to the January 20, 2026 City Council meeting.

B.2. RZN 2025-0050 West Michael Cole Drive:

An ordinance to rezone the property described in Rezoning Petition RZN 2025-0050 for approximately 7.67 acres located at 5901 West Michael Cole Drive in Ward 4 from R-A, Residential-Agricultural to RI-12, Residential Intermediate, 12 Units Per Acre and CCR, Conservation, Cultural, and Recreation subject to a conservation easement. (2025-2620)

At the January 6, 2026 City Council meeting, this ordinance was left on the first reading.

B.3. RZN 2025-0058 South Futrall Drive & South Root Avenue:

An ordinance to rezone the property described in Rezoning Petition RZN 2025-58 for approximately 9.02 acres located at South Futrall Drive and South Root Avenue in Ward 1 from RSF-4, Residential Single-Family, 4 Units Per Acre to NS-G, Neighborhood Services – General. (2025-2623)

At the January 6, 2026 City Council meeting, this ordinance was left on the first reading.

B.4. RZN 2025-0059 South Futrall Drive:

An ordinance to rezone the property described in Rezoning Petition RZN 2025-59 for approximately 1.37 acres located at South Futrall Drive in Ward 1 from RSF-4, Residential Single-Family, 4 Units Per Acre to NS-G, Neighborhood Services – General. (2025-2624)

At the January 6, 2026 City Council meeting, this ordinance was left on the first reading.

C. New Business

C.1. 2026 City Council Rules of Order and Procedure:

A resolution to adopt amended Rules of Order and Procedure of the Fayetteville City Council for 2026. (2025-2823)

C.2. ADM 2025-0045 To Establish the Oak Grove Historic District:

An ordinance to establish the Oak Grove Historic District and codify the White Hangar at Drake Field Historic District in § 33.321 Historic Districts of the Fayetteville City Code. (2025-2747)

C.3. ADM 2025-0051 Amend UDC Chapters 150.04, 151.01, 153.08, 161.35, 166.01, 166.04, 166.05:

An ordinance to repeal regulations on development in the City's planning area pursuant to Act 314 of 2025 by amending various sections of the Unified Development Code. (2025-2752)

D. City Council Tour**D.1. Agenda Items B.3 & B.4 South Futrall Drive & South Root Avenue:**

Date & Time: January 16, 2026 at 3:30 PM

Address: Unaddressed; meet at the north end of S. Root Avenue (see attached)

Parking: On-street along N. Root Avenue; use of this fire lane-marked area was coordinated with the Fire Marshal

E. Announcements**F. Adjournment****NOTICE TO MEMBERS OF THE AUDIENCE**

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

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

Agenda Additions: A new item which is requested to be added to the agenda at a City Council meeting should only be considered if it requires immediate City Council consideration and if the normal agenda setting process is not practical. The City Council may only place such new item

on the City Council meeting's agenda by suspending the rules by two-thirds vote. Such agenda addition shall be heard prior to the Consent Agenda.

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

Unfinished Business and New Business:

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

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

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

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

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

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

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



MEETING OF JANUARY 20, 2026

TO: Mayor Rawn and City Council
THROUGH: Keith Macedo, Chief of Staff
FROM: Marlee Stark, Chief Housing Officer
SUBJECT: **2026 National League of Cities SCEI Implementation Grant Acceptance**

RECOMMENDATION:

Staff recommend accepting a \$55,000 implementation grant from the National League of Cities (NLC) to inventory vacant residential properties and to pilot a workforce development program focused on affordable housing rehabilitation/repair, and approving a budget adjustment.

BACKGROUND:

In April 2025, NLC awarded a \$15,000 planning grant to the City to participate in its Southern Cities Economic Initiative (SCEI) and to pilot strategies to generate community-driven housing solutions for municipal implementation. In October, City Council approved an application for a \$60,000 SCEI implementation grant. On December 9, 2025, NLC awarded the City \$55,000 and an invitation to join the SCEI implementation cohort through December 2027.

DISCUSSION:

In partnership with Circles NWA, staff hosted the Housing Co-Create, a two-day public workshop and housing pitch competition in September 2025. A panel of judges including City staff; asset-limited, income-constrained, employed (ALICE) residents; and local housing practitioners awarded the first-place prize to the Development² pitch, which proposed creating a workforce development program focused on rehabilitating vacant residential properties into naturally occurring affordable housing (NOAH).

The Housing and Community Services Department and the Long Range Planning Division modified the pitch concept into a grant application with the following objectives:

- **Objective 1.** Catalog vacant residential properties in south Fayetteville and utilize information to develop affordable housing preservation goals
- **Objective 2.** Identify strategic community partners to create a workforce development program focused on housing rehabilitation and/or repair work

Staff will leverage deliverables from Long Range Planning's multi-phase windshield survey as a starting point for the first objective. Staff will prioritize NLC grant funding to advance the second objective through collaboration with regional workforce training partners and the residential development community.

BUDGET/STAFF IMPACT:

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov

Long Range Planning's 2025 Arkansas Historic Preservation Program (AHPP) Certified Local Government (CLG) grant (\$70,000) for phase one of its windshield survey of properties in southeast Fayetteville, which includes an initial list of vacant residential properties, will fulfill NLC's 1:1 local match requirement. Participation in the SCEI cohort will provide exposure to several national philanthropic partners to explore additional funding opportunities for the workforce development program. A budget adjustment is included for City Council approval.

ATTACHMENTS: 3. Staff Review Form, 4. Budget Adjustment, 5. NLC Memorandum of Understanding, 6. NLC Award Letter



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2025-2642

A RESOLUTION TO AUTHORIZE THE ACCEPTANCE OF A SOUTHERN CITIES ECONOMIC INITIATIVE PLANNING GRANT IN THE AMOUNT OF \$55,000.00 TO SUPPORT A PROJECT TO INVENTORY VACANT RESIDENTIAL PROPERTIES AND PILOT A WORKFORCE DEVELOPMENT PROGRAM FOCUSED ON AFFORDABLE HOUSING REHABILITATION AND REPAIR, AND TO APPROVE A BUDGET ADJUSTMENT

WHEREAS, in April 2025, the National League of Cities (NLC) awarded a \$15,000 planning grant to the City to participate in its Southern Cities Economic Initiative (SCEI) and to pilot strategies to generate community-driven housing solutions for municipal implementation; and

WHEREAS, in September 2025, the City and Circles NWA hosted the Housing Co-Create, a two-day public workshop and housing pitch competition and a panel of judges including City staff; asset-limited, income-constrained, employed residents; and local housing practitioners awarded the first-place prize to the Development² pitch, which proposed creating a workforce development program focused on rehabilitating vacant residential properties into naturally occurring affordable housing; and

WHEREAS, on December 9, 2025, NLC awarded the City \$55,000 and extended an invitation to join the SCEI implementation cohort through December 2027.

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 accept a Southern Cities Economic Initiative planning grant in the amount of \$55,000.00 to support a project to inventory vacant residential properties and pilot a workforce development program focused on affordable housing rehabilitation and repair.

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

2025-2642

Item ID

1/20/2026

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Marlee Stark

12/16/2025

COMMUNITY RESOURCES (642)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommend accepting a \$55,000 implementation grant from the National League of Cities (NLC) and approving a budget adjustment. This grant will support an inventory of vacant residential properties and launch a pilot workforce-development program focused on affordable-housing rehabilitation and repair.

Budget Impact:

1010.090.6600-5315.00

General

Account Number

Fund

32502.2601

NLC SCEI Implementation Grant

Project Number

Project Title

Budgeted Item? No

Total Amended Budget

\$ -

Expenses (Actual+Encum)

\$ -

Available Budget

\$ -

Does item have a direct cost? No

Item Cost

\$ -

Is a Budget Adjustment attached? Yes

Budget Adjustment

\$ 55,000.00

Remaining Budget

\$ 55,000.00

V20221130

Purchase Order Number: _____

Previous Ordinance or Resolution # _____

Change Order Number: _____

Approval Date: _____

Original Contract Number: _____

Comments:

Budget Year	Division	Adjustment Number
2026 (BY)	COMMUNITY SERVICES (642)	
	Requestor: Marlee Stark	

Staff recommend accepting a \$55,000 implementation grant from the National League of Cities (NLC) and approving a budget adjustment. This grant will support an inventory of vacant residential properties and launch a pilot workforce-development program focused on affordable-housing rehabilitation and repair.

	COUNCIL DATE:	1/20/2026
	ITEM ID#:	2025-2642
	Holly Black	
	12/30/2025 7:54 AM	
	Budget Division	Date
	TYPE:	D - (City Council)
	JOURNAL #:	
	GLDATE:	
	CHKD/POSTED:	/
RESOLUTION/ORDINANCE		

v.2025125

SOUTHERN CITIES ECONOMIC INITIATIVE
MEMORANDUM OF UNDERSTANDING
BETWEEN
NATIONAL LEAGUE OF CITIES INSTITUTE
AND
CITY OF FAYETTEVILLE, AR

This Memorandum of Understanding (MOU) between the **National League of Cities Institute (NLCI)** and the **Municipality of Fayetteville, AR** (hereinafter, “the City”) sets forth the terms of participation and understanding as part of the **Southern Cities Economic Initiative (SCEI)** between January 1, 2026, and December 31, 2027.

BACKGROUND

With support from The Robert Wood Johnson Foundation, The W.K. Kellogg Foundation, The Annie E. Casey Foundation, The Kresge Foundation, and The Nathan Cummings Foundation, and in collaboration with the Federal Reserve Bank of Atlanta¹, NLCI’s SCEI program helps cities deepen local capacity and build leadership skills to support strategy development and implementation focused on economic opportunity. Through research and data support, peer learning opportunities, tailored technical assistance, and grant funding, the SCEI program supports cities to develop and implement strategies and policies to create greater economic opportunity and resilience for all residents.

EFFECTIVE DATE AND TERMINATION RIGHTS

This MOU will take effect upon the last party's signature and shall remain in effect until December 31, 2027. Either party may terminate this MOU upon delivery of written notice to the other party. Upon termination, the City must promptly refund any unused grant funds to NLCI within 30 days of termination.

GRANT AWARD AND USE OF FUNDS

NLCI will provide the City a grant in the amount of \$55,000 to support costs associated with expanding and sustaining the economic mobility of residents as outlined in the City's SCEI business plan as accepted by NLCI. Funds shall be used solely for the purpose and goals stated herein and in accordance with the budget submitted by the City and approved by NLCI for activities for the term of this MOU. Allowable uses of funds include but are not limited to expenses associated with core personnel costs; consultants, stakeholder engagement with community organizations, residents, and

¹ The Federal Reserve Bank of Atlanta does not provide funding, nor does it participate in participant selection or decisions of grant funding of SCEI participants.

other partners; supports or incentives for resident engagement such as payments, gift cards or food; sub granting to target population; technology integration; and other uses as approved by NLCI.

DISTRIBUTION OF AWARD

NLCI shall distribute the total implementation grant award to the City in two phases: the first half will be disbursed upon both parties signing the attached MOU and NLCI receipt of a completed W-9 form and ACH form beginning in January 2026. The second half will be disbursed upon NLC approval of an interim report to be submitted by October 31, 2026.

CITY RESPONSIBILITIES

By accepting this grant, the City agrees to:

- Participate fully in the technical assistance opportunities provided, including monthly all-city calls, monthly one-on-one technical assistance calls, four convenings, and a possible site visit from NLCI and implementation partner staff;
- Commit three core team members to participate in all project activities outlined in this MOU and designate a municipal staff member as team lead who will serve as a primary contact for NLCI;
- Participate in monthly technical assistance (TA) calls to provide progress updates and support the implementation of the City's economic inclusion strategy;
- Ensure the three-member implementation team attend three in-person SCEI convenings and participate fully in all convening activities;
- Identify one member of city leadership (and one partner community leader) to attend the SCEI Leadership Convening at the Federal Reserve Bank of Atlanta in May 2026.
- Set aside time to meet with SCEI project evaluators and complete ongoing evaluation surveys to provide timely, constructive feedback to support continuous improvement;
- Work with national and local partners to secure local match funding totaling 100% of the grant (either funds or in-kind services) related to the project by January 2027;
- Note SCEI and the National League of Cities' involvement and support in public communications and media materials discussing the City's participation in or impacts of the program;
- Keep NLCI staff apprised of progress and data collected to track project impact.
- Notify NLCI within 5 business days of any major setbacks, unexpected challenges, staff transitions on the funded project team, or proposed budget changes exceeding 10 percent throughout the grant period; and
- Submit an interim financial and narrative report to NLCI by October 31, 2026 and submit a final grant report to NLCI by December 31, 2027, showing how the awarded funds were used or are obligated toward project objectives.

AUTHORIZED SIGNATURES

By signing this document, I acknowledge that I have read and agree to the provisions set forth in this MOU for the National League of Cities Institute’s *Southern Cities Economic Initiative*.

City

Signature

Date

Name -Authorized Signature

Title

City

National League of Cities Institute

Signature

Date

Clarence E. Anthony
President/Treasurer
National League of Cities
Institute

Grant Disbursement Form

CITY INFORMATION:

Lead Contact Name:	Marlee Stark
Email Address:	mstark@fayetteville-ar.gov
Phone:	479-575-8290

FISCAL AGENT INFORMATION:

Fiscal Agent Name:	Steven Dotson, Chief Financial Officer
Fiscal Agent Contact Information (Address and Telephone):	City of Fayetteville, Arkansas 113 W. Mountain Street Fayetteville, AR 72701 479-575-8330
*Federal Tax ID #:	71-6018462

Make check payable to (include mailing address if different from above):

City of Fayetteville, Arkansas

Please list any additional information we may need to appropriately disburse your grant funds (e.g., splitting the grant amount into separate disbursements, etc.):

Please email these completed pages, your city's W-9 form, and the ACH form (if not already submitted for the planning grant) to Ayesha Mehrotra at mehrotra@nlc.org

Tuesday, December 9, 2025

The Honorable Molly Rawn
Mayor, City of Fayetteville, AR

Dear Mayor Rawn,

We are pleased to inform you that the City of Fayetteville has been selected by the National League of Cities (NLC) to move forward with grant funding to the Implementation Phase of the *Southern Cities Economic Initiative (SCEI)*! Your city is one of 14 cities selected for this next two-year phase of SCEI. The other cities selected to participate in the implementation phase are Atlanta, GA; Center Point, AL; Charlottesville, VA; Greenville, MS; Harrisonburg, VA; Jackson, MS; Jonesboro, GA; Lauderdale, FL; Little Rock, AR; Monroe, LA; Natchitoches, LA; New Orleans, LA; and Thomasville, NC.

We are excited to continue our partnership with your city to elevate and implement local strategies that boost economic mobility and resilience for residents. This phase will run from January 2026 to December 2027. Fayetteville is being awarded \$55,000 to be spent toward the implementation of your project. Funds will be distributed in two phases: the first half will be disbursed upon both parties signing the attached MOU beginning in January 2026. The second half will be disbursed upon NLC approval of an interim report to be submitted by October 31, 2026.

NLC is implementing this project in collaboration with the Federal Reserve Bank of Atlanta¹ and with support from the W.K. Kellogg Foundation, the Annie E. Casey Foundation, the Robert Wood Johnson Foundation, the Kresge Foundation, and the Nathan Cummings Foundation.

This letter and its attachments describe important next steps and a set of key documents that require your attention. Please review these details carefully.

¹ The Federal Reserve Bank of Atlanta does not provide funding, nor does it participate in participant selection or decisions of grant funding of SCEI participants.

Memorandum of Understanding (MOU): The attached MOU must be signed and returned to NLC by **Monday, January 31, 2026**. If you require additional time to complete and return the signed document to NLC, please reach out to Ayesha Mehrotra at Mehrotra@nlc.org.

Grant disbursement: To facilitate the distribution of your implementation grant, NLC requires a **signed MOU** along with a completed **ACH form and W-9**. There is no need to complete these forms if you submitted them for the first planning phase payment unless your payment information has changed.

Media strategy: We encourage you to announce your city's selection in this next phase of the SCEI project publicly. A **Communications Toolkit** is forthcoming in January and will include sample language to help you effectively share your participation in the project with the media and align your message with NLC's communications strategy.

SCEI Mandatory Meetings

Monthly All-City Calls: As with the planning phase, NLC will host mandatory monthly calls for city teams, typically on the first Thursday of each month. These calls will serve as learning opportunities for participating cities to come together as peers to reflect on goals and strategies. The first monthly call is scheduled for **January 15, 2026, at 1:00PM Eastern Time**. NLC will follow up soon with your city's team lead to provide more details, including a zoom link for the meeting.

Monthly Individual Technical Assistance Sessions: We will also continue our monthly one-on-one technical assistance calls with your team to check in on project progress, lend expertise and provide additional support and resources as needed.

In-Person Convenings: During the two-year implementation phase, we will include **four** in-person convenings for participating cities.

- Project teams will be required to attend three *implementation convenings*. The first of these will take place **February 18-20, 2026** at the Federal Reserve Bank of Atlanta's offices in Birmingham, AL. Three members of each city team are invited to attend with travel covered by NLC. More information on travel booking is forthcoming. The remaining two convenings will be held in 2027 – more information will be shared as we approach Year 2.
- City leaders will be required to attend one *Leadership Convening* in Atlanta, GA in **May 2026 (exact dates TBD)**. This convening is intended for a team of two from each city that includes (1) mayor, other elected leader, city manager, or city chief administrator; and (2) a local community leader. The meeting will focus on leadership development and data-informed strategies to build economic opportunities and grow local economies.

Thank you for your attention to these next steps. Please do not hesitate to reach out to us with any questions about the project or any of the materials in your acceptance packet by contacting Ayesha Mehrotra, Program Manager, Economic Opportunity and Financial Empowerment at mehrotra@nlc.org.

Congratulations on your selection for SCEI's Implementation Phase! We are delighted to continue working with you as you move to action with your city's strategies to support the economic mobility of local communities.

Sincerely,

A handwritten signature in black ink that reads "Heidi Goldberg". The signature is written in a cursive, flowing style.

Heidi Goldberg
Director, Economic Opportunity and Financial Empowerment

Cc: Marlee Stark, Chief Housing Officer



MEETING OF JANUARY 20, 2026

TO: Mayor Rawn and City Council
THROUGH: Keith Macedo, Chief of Staff
FROM: Tim Nyander, Utilities Director
SUBJECT: **Hawkins-Weir Engineers, Inc. - Amendment No. 3 for Highway 112 Utility Relocations**

RECOMMENDATION:

Staff recommends approval of Amendment No. 3 to the engineering services agreement with Hawkins-Weir Engineers, Inc. for professional services associated with ArDOT Project 040746 Utility Relocations along Highway 112 in an amount not to exceed \$976,480.00, and approval of a budget adjustment.

BACKGROUND:

The Arkansas Department of Transportation has requested utility relocations to prepare for the widening of Highway 112 from Truckers Drive to Howard Nickell Road. Amendments 1 & 2 were related to ARDOT-initiated design changes throughout the design phase of the project.

DISCUSSION:

Amendment No. 3 will provide funds for construction management and field observation throughout the construction duration. Per the original relocation agreement with ARDOT, this project is 90.74% reimbursable to the City of Fayetteville.

BUDGET/STAFF IMPACT:

2026 Budgeted funds available from the Water & Sewer Relocations project will be utilized. 2026 budgeted funds from the Sanitary Sewer Rehabilitation project and the Water System Rehabilitation and Replacement project will be transferred to the Water and Sewer Relocations project to cover the remainder of the cost of the project.

ATTACHMENTS: 3. Staff Review Form, 4. Budget Adjustment, 5. Amendment No. 3



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2025-2746

A RESOLUTION TO APPROVE AMENDMENT NO. 3 TO THE PROFESSIONAL ENGINEERING SERVICES CONTRACT WITH HAWKINS-WEIR ENGINEERS, INC. IN AN AMOUNT NOT TO EXCEED \$976,480.00 FOR CONSTRUCTION MANAGEMENT AND FIELD OBSERVATION SERVICES ASSOCIATED WITH UTILITY RELOCATIONS ALONG HIGHWAY 112, AND TO APPROVE A BUDGET ADJUSTMENT

WHEREAS, on June 1, 2021, the City Council passed Resolution No. 164-21 approving a Professional Engineering Services Agreement with Hawkins-Weir Engineers, Inc. for engineering services associated with the utility relocations along Highway 112 from Truckers Drive to Howard Nickell Road associated with Arkansas Department of Transportation Project 040746; and

WHEREAS, Amendment No. 1 to the contract provided for costs associated with significant additional services required during the final design phases of the project; and

WHEREAS, Amendment No. 2 provided for costs associated with re-design efforts required by ARDOT's plan to add another round-about to the roadway design; and

WHEREAS, Amendment No. 3 will provide funds for construction management and field observation throughout the construction of the project, with reimbursement from ARDOT expected to cover approximately 90% of those costs.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes Mayor Rawn to sign Amendment No. 3 to the engineering services contract with Hawkins-Weir Engineers, Inc. in an amount not to exceed \$976,480.00 for construction management and field observation services associated with the utility relocations along Highway 112.

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

2025-2746

Item ID

1/6/2026

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

Tim Nyander

12/17/2025

WATER SEWER (720)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends approval of Amendment No. 3 to the engineering services agreement with Hawkins-Weir Engineers, Inc. for professional services associated with ArDOT Project 040746 Utility Relocations along Highway 112 in an amount not to exceed \$976,480.00, and approval of a budget adjustment.

Budget Impact:

5400.720.5600-5314.00 5400.720.5700-
5314.00

Water and Sewer

Account Number

Fund

11011.2101

Water & Sewer Relocations

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 27,444,852.00

Expenses (Actual+Encum)

\$ 26,816,494.86

Available Budget

\$ 628,357.14

Does item have a direct cost? Yes

Item Cost

\$ 976,480.00

Is a Budget Adjustment attached? Yes

Budget Adjustment

\$ 476,480.00

Remaining Budget

\$ 128,357.14

V20221130

Purchase Order Number: 2021-418

Previous Ordinance or Resolution # 218-19

Change Order Number: 3

Approval Date:

Original Contract Number: 2021-00000039

Comments:

Budget Year	Division	Adjustment Number
2026 (BY)	WATER SEWER (720)	
	Requestor: Cheryl Partain	

A budget adjustment is needed in the Water/Sewer Relocations for Street Projects project to cover the cost for amendment #3 to the engineering services agreement with Hawkins-Weir Engineers, Inc. for professional services associated with ArDOT Project#040746 - Utility Relocations along Highway 112. Budgeted funds from the Sanitary Sewer Rehabilitation Project and the Water System Rehabilitation and Replacement projects will be used to fund part of the cost of this amendment.

	COUNCIL DATE:	1/6/2025
	ITEM ID#:	2025-2746
		<i>Holly Black</i>
		<i>12/18/2025 3:19 PM</i>
	Budget Division	Date
	TYPE:	D - (City Council)
	JOURNAL #:	
	GLDATE:	
	CHKD/POSTED:	/
RESOLUTION/ORDINANCE		

v.2025125

AMENDMENT NO. 3
TO THE
AGREEMENT For PROFESSIONAL ENGINEERING SERVICES
BETWEEN
CITY OF FAYETTEVILLE, ARKANSAS
AND
HAWKINS-WEIR ENGINEERS, INC.

In accordance with the AGREEMENT For PROFESSIONAL ENGINEERING SERVICES for the **Highway 112 Utility Relocation (HW Project No. 2021048)**, dated June 1, 2021, between the City of Fayetteville, Arkansas (hereinafter called **Owner**) and Hawkins-Weir Engineers, Inc. (hereinafter called **Engineer**), Owner hereby authorizes Engineer to proceed with engineering services as modified by this Amendment No. 3.

SECTION 1 – SCOPE OF SERVICES

1.1 Amendment No. 3 is for Prebid and Construction Phase Services for the Highway 112 Utility Relocation project by the Arkansas Department of Transportation (ARDOT). Additional information on the proposed engineering services are detailed in the Engineer’s attached Exhibit A – Scope of Services dated October 24, 2025.

SECTION 2 – TIME OF SERVICE

2.1 Engineer will proceed with providing the services set forth herein immediately upon execution of this Authorization by all parties and commencement of construction activities by ARDOT and the Contractor.

SECTION 3 – COMPENSATION

3.1 Owner shall compensate Engineer for providing the services set forth herein in accordance with the terms of the Agreement. Total payment for Scope of Services described herein shall not exceed Nine Hundred Seventy-Six Thousand Four Hundred Eighty and 00/100 Dollars (\$976,480.00) without written approval of Owner.

These additional services adjust the Agreement's total not to exceed fee to **\$1,767,230.00**, including proposed reimbursable expenses.

Attachments: Exhibit A – Scope of Services dated October 24, 2025
Exhibit B – Fee Proposal dated October 24, 2025
Exhibit C – Standard Hourly Billing Rate Structure, effective 2025

AUTHORIZATION BY:

CITY OF FAYETTEVILLE, ARKANSAS

By: _____
Honorable Molly Rawn, Mayor

Date: _____

ACCEPTED BY:

HAWKINS-WEIR ENGINEERS, INC.

By: Brett D. Peters
Brett D. Peters, P.E.
President and CEO

Date: October 24, 2025



**Exhibit A
Scope of Services
Construction Phase Services
Highway 112 Utility Relocations
Fayetteville, Arkansas
Project No. 2021048
October 24, 2025**



Project Description

This scope of services describes professional engineering services provided to the City of Fayetteville for the Arkansas Highway 112 Utility Relocations Project. Hawkins-Weir Engineers (HW) shall provide construction phase and other services as set forth below and based on a construction contract length of 840 calendar days (28 months). Although the scope of public utility work on this project has been incorporated into the Arkansas Department of Transportation (ARDOT) roadway plans and specifications for Project 040746, this Amendment to the Engineering Services Agreement for Hawkins-Weir will be for construction phase services associated with construction of the utility improvements only. In addition, Hawkins-Weir will serve as the liaison between ARDOT's contractor and the City of Fayetteville. For the purposes of this Scope of Services, "the Owner" is identified as the City of Fayetteville.

TASK 1 – Preliminary Engineering Services – Completed

TASK 2 – Final Design Phase Services – Completed

TASK 3 – Prebid Services

1. Reformat previously approved plans to match ARDOT formatting to allow incorporation of the utility improvements into the roadway construction plans,
2. Reformat previously approved technical specifications into Special Provisions to allow incorporation into ARDOT bidding documents,
3. Provide assistance to City of Fayetteville during easement acquisition efforts, including participating in coordination meetings with property owners and revising easement documents,
4. Assist ARDOT during bidding phase in interpretation of utility relocation plans and preparation of bid addenda.

TASK 4 – Construction Phase Services – Utility Relocations

1. Participate in a preconstruction conference with ARDOT, the Owner, and Contractor,
2. Conduct pre-work coordination meetings with the Contractor and the Owner, including concrete pre-placement (vault structures), water and sewer main tie-overs, and connection to existing 36-in. prestressed concrete cylinder pipe (PCCP),
3. Conduct up to 12 coordination meetings with water and sewer customers, the Contractor, and the Owner for water and sewer line tie-overs,
4. Participate in up to 56 construction progress meetings conducted by ARDOT (typically semi-monthly), provide updates on the project status, review outstanding construction issues, assist ARDOT in preparing meeting minutes, and advise the Owner on utility matters,



**Exhibit A
Scope of Services
Construction Phase Services
Highway 112 Utility Relocations
Fayetteville, Arkansas
Project No. 2021048
October 24, 2025**



5. Provide full-time construction observation for a 28-month construction period for utility relocations only,
6. Prepare, review and disseminate construction documentation including utility material submittals, requests for information (RFIs), field change orders (FCOs), and change orders (COs) as directed by ARDOT or the Owner,
7. Compile, review and maintain documentation for procurement of materials in accordance with Build America, Buy America Act (BABAA) compliance,
8. Review the Contractor's construction quantities for utilities and provide assistance to ARDOT in processing Contractor's monthly pay requests,
9. Conduct as-built surveys of the completed water and sewer improvements,
10. Coordinate and conduct a final inspection of utility improvements with ARDOT, Contractor, and Owner, and prepare a punch list of deficient construction items for the Contractor to address,
11. Prepare Record Drawings of the completed utility relocation project and provide one (1) electronic copy for the Owner's archives,
12. Provide documentation for ARDOT on reimbursable and betterment construction costs for the utility relocation work,
13. Assist ARDOT in project management and contract administration.

Scope of Services Exclusions

1. This scope of services describes construction observation and construction phase services related only to the construction of public water and sanitary sewer improvements on the project. Hawkins-Weir will provide coordination between the City of Fayetteville, the Contractor, and ARDOT on the utility improvements, but ARDOT will be responsible for all other inspection and construction administration related to the roadway and storm drainage improvements.
2. Water and sewer relocations and associated improvements are generally expected to be completed prior to the completion of the roadway improvements. Therefore, this scope of services assumes and the accompanying fee proposal is based on 840 days for review and approval of utility material submittals; construction, testing, and commissioning of the proposed utilities; and demolition and abandonment of existing utilities.

End of Scope of Services



Exhibit B
Fee Proposal Summary
Construction Phase Services
Highway 112 Utility Relocation
City of Fayetteville, Project No. 021048
October 24, 2025



TASK 3 - Prebid Services

Highway 112 Utility Relocations, Fayetteville, Arkansas

	Engr VII	Engr V	Engr II	GPS Survey	Surv Tech	Surveyor	Const Obs III	CAD Tech III	Civil Eng Asst II	Total Hours	Total Cost
Billing Rates (Effective 2025)	\$275	\$225	\$150	\$200	\$50	\$175	\$115	\$120	\$90		
1. Reformat previously approved plans to match ARDOT formatting	88							24		112	\$27,080
2. Reformat previously approved specifications for ARDOT bid documents	72	4							32	108	\$23,580
3. Provide assistance to City of Fayetteville during easement acquisition	24					8		8		40	\$8,960
4. Assist ARDOT during bidding phase and prepare bid addenda	24							4	4	32	\$7,440
TOTAL HOURS	208	4	0	0	0	8	0	36	36	292	
SUBTOTAL COST: TASK 3 - PREBID SERVICES	\$57,200	\$900	\$0	\$0	\$0	\$1,400	\$0	\$4,320	\$3,240		\$67,060

TASK 4 - Construction Phase Services - Utility Relocations

Highway 112 Utility Relocations, Fayetteville, Arkansas

	Engr VII	Engr V	Engr II	GPS Survey	Surv Tech	Surveyor	Const Obs III	CAD Tech III	Civil Eng Asst II	Total Hours	Total Cost
Billing Rates (Effective 2025)	\$275	\$225	\$150	\$200	\$50	\$175	\$115	\$120	\$90		
1. Participate in a preconstruction conference	8	4	4				4		4	24	\$4,520
2. Conduct pre-work coordination meetings with Contractor and Owner ⁽¹⁾	16	8	8						8	40	\$8,120
3. Conduct up to 12 coordination meetings for utility tie-overs	24	16	16						8	64	\$13,320
4. Participate in up to 56 construction progress meetings (bi-monthly)	112	32	32						40	216	\$46,400
5. Provide full-time construction observation for 28-mo. construction ⁽²⁾	16	16	400				5,824			6,256	\$737,760
6. Prepare, review and disseminate submittals, RFIs, FCOs, and COs	48	8	48						40	144	\$25,800
7. Compile, review and maintain BABAA documentation	8	8	40						40	96	\$13,600
8. Review Contractor's monthly quantities for utilities and assist ARDOT	16		48						40	104	\$15,200
9. Conduct as-built surveys of the completed water & sewer improvements				40	40	16				96	\$12,800
10. Coordinate and conduct a final inspection and prepare punch list	4	4	8						4	20	\$3,560
11. Prepare Record Drawings of completed utility improvements	4		16				8	40		68	\$9,220
12. Prepare betterment and reimbursement documentation for ARDOT	8		4						8	20	\$3,520
13. Assist ARDOT in project management and contract administration	40								40	80	\$14,600
TOTAL HOURS	304	96	624	40	40	16	5,836	40	232	7,228	
SUBTOTAL COST: TASK 4 - CONSTRUCTION PHASE SERVICES	\$83,600	\$21,600	\$93,600	\$8,000	\$2,000	\$2,800	\$671,140	\$4,800	\$20,880		\$908,420

⁽¹⁾ "The Owner" = City of Fayetteville

⁽²⁾ For Task 4 - Item 5: Construction Observer III based on 48-hours per week for 840-day construction time for utility relocations only

Reimbursable Expenses

1. Outside Services	Reproduction and Printing	\$1,000
Total Estimated Reimbursable Expenses		\$1,000

Engineering Services Summary

TASK 3 - Prebid Services	\$67,060
TASK 4 - Construction Phase Services - Utility Relocations	\$908,420
Reimbursable Expenses	\$1,000
Total Engineering Fee (NTE)	\$976,480

Exhibit C



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

Description	Billing Rate/Hour
Engineer VII	\$275
Engineer VI	\$250
Engineer V	\$225
Engineer IV	\$200
Engineer III	\$175
Engineer II	\$150
Engineer I	\$125
Environmental Specialist II	\$130
Environmental Specialist I	\$110
Designer II	\$135
Designer I	\$100
Civil Eng Assistant II	\$90
Civil Eng. Assistant I	\$80
CAD/BIM Modeler II	\$135
CAD/BIM Modeler I	\$100
CAD/GIS Technician III	\$120
CAD/GIS Technician II	\$95
CAD/GIS Technician I	\$75
Construction Manager II	\$140
Construction Manager I	\$125
Construction Observer IV	\$135
Construction Observer III	\$115
Construction Observer II	\$95
Construction Observer I	\$85
Surveyor	\$175
GPS Survey	\$200
Survey Technician	\$50
Business Manager	\$100
Graphic Designer	\$100
Document Processor	\$75
Reimbursable Expenses	
Mileage	\$0.77/mile
Printing	@ Cost
Travel	@ Cost
Expert Witness	Rate x 2.0
Other Direct Costs	@ Cost

Notes:

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



MEETING OF JANUARY 20, 2026

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

RECOMMENDATION:

Staff recommends City Council approval of a resolution with Trash Haulers 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, Trash Haulers LLC has submitted a request for a contract to haul solid waste within the city limits of Fayetteville.

There are currently 23 approved franchise haulers operating in the city of Fayetteville.

DISCUSSION:

The hauling contract will permit Trash Haulers 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 Trash Haulers 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 Trash Haulers LLC to haul and dispose of solid waste within the City of Fayetteville per the terms of the attached agreement.

BUDGET/STAFF IMPACT:

None

ATTACHMENTS: 3. Staff Review Form, 4. Trash Haulers LLC 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 #: 2025-2819

A RESOLUTION TO APPROVE AN AGREEMENT WITH TRASH HAULERS, 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 Trash Haulers, 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

2025-2819

Item ID

1/20/2026

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

Daryl Brigman

12/30/2025

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 Trash Haulers 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 Trash Haulers 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 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 _____. 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:
- 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.
 - Upon written request, Hauler shall furnish the City with evidence that the insurance required of it is in force.
 - City will be added as an additional insured on General Liability and Auto Liability policies.
 - 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 | <u>Trash Haulers LLC</u>
Attn: <u>John Benninghoff</u>
<u>5569 W Persimmon</u>
<u>St. Fayetteville, AR 72704</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



By: _____
MOLLY RAWN, Mayor

By: John Benninghoff, Owner Trash Haulers LLC
NAME, Title

ATTEST:

WITNESS:

By: _____
KARA PAXTON, City Clerk/Treasurer

By: Tyler Benninghoff 
Accountant



MEETING OF JANUARY 20, 2026

TO: Mayor Rawn and City Council

THROUGH: Peter Nierengarten, Environmental Director

FROM: Daryl Brigman, Financial Analyst - RTC

SUBJECT: **Staff recommends approval of a resolution for Schaefer Plastics of North America, LLC, Sourcewell Contract number #120324-SFR, for the purchase and delivery of recycling carts for the initial purchase amount of \$1,333,274.45 plus tax, a 10% contingency of \$133,327.45, and to approve the purchase of future recycling carts and related products and services through April 4, 2029, plus any future renewals, and approval of a budget adjustment.**

RECOMMENDATION:

Staff recommends approval of a resolution for Schaefer Plastics of North America, LLC, Sourcewell Contract number #120324-SFR, for the purchase and delivery of recycling carts for the initial purchase amount of \$1,333,274.45 plus tax, a 10% contingency of \$133,327.45, and to approve the purchase of future recycling carts and related products and services through April 4, 2029, plus any future renewals, and approval of a budget adjustment.

BACKGROUND:

In August 2025, the City Council adopted Ordinance No. 6898 aligning the City's recycling and trash collection rates with the recent rate study and approving the transition to an automated cart-based recycling collection system. This conversion will require the acquisition and distribution of recycling carts to approximately 28,000 households.

With the support of a cash grant award from the Recycling Partnership, Resolution 252-25, the City will acquire and distribute 35, 65 and 95 -gallon recycling carts to all eligible households with the goal of providing each household with one recycling cart. The cash award will also implement a City-wide education and outreach campaign to support the cart-based recycling program and maintain low contamination rates. Additionally, the budget includes money for the purchase of smart technology to assist in detecting contamination and enabling more targeted recycling outreach to residents.

DISCUSSION:

The recycling carts will be purchased utilizing Sourcewell Contract number #120324-SFR. This contract is between Sourcewell and Schaefer Plastics of North America, LLC and is a State of Minnesota local government agency 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, Schaefer offers Sourcewell participating agencies the following discounts:

1. Pricing for contract #120324-SFR offers Sourcewell participating agencies the following discounts:
 1. Schaefer Plastics does not offer a set discount; however, each line item's ceiling price is based on the minimum order quantity listed.
 2. Offers quantity and volume discounts for customers purchasing multiple truckloads of carts, depending on market conditions. The actual discount will depend on the scope and timing of the project.

Schaefer Plastics will manufacture the customized blue carts with City of Fayetteville graphics and educational information in three sizes: 95-gallon, 65-gallon and 35-gallon. Once the carts are manufactured and assembled, they will be delivered to residential customer's home addresses during the spring of 2026. The new recycling carts will have a 10-year warranty.

BUDGET/STAFF IMPACT:

The cost for the initial purchase of the recycling carts will be \$1,333,274.45. The Recycling Partnership Grant will cover \$1,208,000 of this cost. The balance of \$125,280, 9.75% tax, and 10% Contingency of \$133,327.45 will come from the Recycling and Trash Collections fund balance.

ATTACHMENTS: 3. Staff Review Form, 4. Budget Adjustment, 5. Schaefer Plastics Contract 120324-SFR, 6. Schaefer Plastics_PCR Content Donated Resin - signed, 7. City of Fayetteville, AR Quote Carts_A&D Q034646-7

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 #: 2025-2821

A RESOLUTION TO APPROVE THE PURCHASE OF RECYCLING CARTS AND RELATED PRODUCTS AND SERVICES FROM SCHAEFER PLASTICS OF NORTH AMERICA, LLC FOR THE INITIAL AMOUNT OF \$1,333,274.45 PLUS ANY APPLICABLE TAXES PURSUANT TO A SOURCEWELL COOPERATIVE PURCHASING CONTRACT, TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$133,327.45, TO AUTHORIZE THE FUTURE PURCHASE OF RECYCLING CARTS AND RELATED PRODUCTS AND SERVICES AS NEEDED WITHIN THE APPROVED BUDGET THROUGH APRIL 4, 2029 AND ANY FUTURE RENEWAL PERIODS, 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 recycling carts and related products and services from Schaefer Plastics of North America, LLC pursuant to Sourcewell Cooperative purchasing contract number 120324-SFR for the initial amount of \$1,333,274.45, and further approves a project contingency in the amount of \$133,327.45.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby authorizes the future purchase of recycling carts and related products and services from Schaefer Plastics of North America, LLC as needed within the approved budget through April 4, 2029, and any future Sourcewell contract renewal periods.

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

City of Fayetteville Staff Review Form

2025-2821

Item ID

1/6/2026

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

Daryl Brigman

12/31/2025

RECYCLING/TRASH COLLECTION (750)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Approve a resolution awarding a bid to Schaefer Plastics of North America, LLC, Sourcewell Contract number #120324-SFR for the purchase and delivery of recycling carts in the amount of \$1,333,274.45 plus tax, a 10% contingency of \$133,327.45, and for the purchase of future recycling carts and related products and services through the contract expiration plus any future renewals, and approval of a budget adjustment.

Budget Impact:

5500.750.5080-5227.00

RTC

Account Number

Fund

32505.2501

The Recycling Partnership Grant -
Cart-based Recycling

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 1,208,000.00

Expenses (Actual+Encum)

\$ -

Available Budget

\$ 1,208,000.00

Does item have a direct cost? Yes

Item Cost

\$ 1,596,596.16

Is a Budget Adjustment attached? Yes

Budget Adjustment

\$ 388,598.00

Remaining Budget

\$ 1.84

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments: Item cost includes 9.75% tax and contingency.

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

Approve a resolution awarding a bid to Schaefer Plastics of North America, LLC, Sourcwell Contract number #120324-SFR for the purchase and delivery of recycling carts in the amount of \$1,333,274.45 plus tax, a 10% contingency of \$133,327.45, and for the purchase of future recycling carts and related products and services through the contract expiration plus any future renewals, and approval of a budget adjustment.

COUNCIL DATE:	1/20/2026
ITEM ID#:	2025-2821
Holly Black	
12/31/2025 12:00 PM	
Budget Division	Date
TYPE:	D - (City Council)
JOURNAL #:	
GLDATE:	
CHKD/POSTED:	/

v.2025125

Schaefer Plastics of North America, LLC 120324-SFR

Pricing for contract #120324-SFR offers Sourcewell participating agencies the following discounts:

- Schaefer Plastics does not offer a set discount; however, each line item's ceiling price is based on the minimum order quantity listed.
- Offers quantity and volume discounts for customers purchasing multiple truckloads of carts, depending on market conditions. The actual discount will depend on the scope and timing of the project.

**MASTER AGREEMENT #120324****CATEGORY: Plastic Refuse and Recycling Containers with Related Technology Solutions****SUPPLIER: Schaefer Plastics North America, LLC**

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Schaefer Plastics North America, LLC, 10301 Westlake Drive, Charlotte, NC 28273 (Supplier).

Sourcewell is a local government and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) offering a Cooperative Purchasing Program to eligible participating government entities.

Under this Master Agreement entered with Sourcewell, Supplier will provide Included Solutions to Participating Entities through Sourcewell's Cooperative Purchasing Program.

**Article 1:
General Terms**

The General Terms in this Article 1 control the operation of this Master Agreement between Sourcewell and Supplier and apply to all transactions entered by Supplier and Participating Entities. Subsequent Articles to this Master Agreement control the rights and obligations directly between Sourcewell and Supplier (Article 2), and between Supplier and Participating Entity (Article 3), respectively. These Article 1 General Terms control over any conflicting terms. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

- 1) **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.
- 2) **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.
- 3) **Participating Entity Access.** Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction.
- 4) **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience. Supplier will educate its sales and service forces about

Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.

- 5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on April 4, 2029, unless it is cancelled or extended as defined in this Agreement.
 - a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.
 - b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.
- 6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.
- 7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in RFP #120324 to Participating Entities. In Scope solutions include:
 - a) Residential, commercial, and institutional-sized refuse and recycling containers, collection bins, dumpsters, and carts of principally non-metallic composition;
 - b) Lift and tipping solutions for stationary carts and dumpsters;
 - c) Maintenance, repair, and similar services of containers; and,
 - d) Technology solutions related to the management of, planning for, and/or processes related to collection of refuse and recycling materials solutions described in subsections a.-c., above.
- 8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.
- 9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.
- 10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.
- 11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.
- 12) **Open Market.** Supplier's open market pricing process is included within its Proposal.
- 13) **Supplier Representations:**

- i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.
 - ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.
 - iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.
- 14) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.
- 15) **Debarment and Suspension.** Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Agreement. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time during the term of this Agreement.
- 16) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).** Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Section, all references to "federal" should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier's Included Solutions with United States federal funds.
- i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

ii) **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must comply with all applicable Davis-Bacon Act provisions.

iii) **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies, materials, or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Agreement. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

iv) **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier

certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

v) **CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387).** Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Agreement it will comply with applicable requirements as referenced above.

vi) **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689).** A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

vii) **BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352).** Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

viii) **RECORD RETENTION REQUIREMENTS.** To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

ix) **ENERGY POLICY AND CONSERVATION ACT COMPLIANCE.** To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

x) **BUY AMERICAN PROVISIONS COMPLIANCE.** To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

xi) **ACCESS TO RECORDS (2 C.F.R. § 200.336).** Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

xii) **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

xiii) **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

xiv) **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Agreement or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Agreement or any purchase by an authorized user.

xv) **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. § 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Agreement or any purchase by a Participating Entity.

xvi) **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

xvii) **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

xviii) **U.S. EXECUTIVE ORDER 13224.** The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

xix) **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.** To the extent applicable, Supplier certifies that during the term of this Agreement it will comply with applicable requirements of 2 C.F.R. § 200.216.

xx) **DOMESTIC PREFERENCES FOR PROCUREMENTS.** To the extent applicable, Supplier certifies that during the term of this Agreement, Supplier will comply with applicable requirements of 2 C.F.R. § 200.322.

Article 2: Sourcewell and Supplier Obligations

The Terms in this Article 2 relate specifically to Sourcewell and its administration of this Master Agreement with Supplier and Supplier's obligations thereunder.

- 1) **Authorized Sellers.** Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.
- 2) **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
 - Identify the applicable Sourcewell Agreement number;
 - Clearly specify the requested change;
 - Provide sufficient detail to justify the requested change;
 - Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
 - Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Agreement and will be incorporated by reference.

- 3) **Authorized Representative.** Supplier will assign an Authorized Representative to Sourcewell for this Agreement and must provide prompt notice to Sourcewell if that person is changed. The Authorized Representative will be responsible for:
 - Maintenance and management of this Agreement;
 - Timely response to all Sourcewell and Participating Entity inquiries; and
 - Participation in reviews with Sourcewell.

Sourcewell's Authorized Representative is its Chief Procurement Officer.

- 4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms, administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.
- 5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.
- 6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Sourcewell Participating Entity Account Number;
- Transaction Description;
- Transaction Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Transaction was invoiced/sale was recognized as revenue by Supplier.

If collected by Supplier, the Report may include the following fields as available:

- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;

- 7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.
- 8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.
- 9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations

defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.

- 10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.
- 11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.
- 12) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.
- 13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.
- 14) **Waiver.** Failure by Sourcewell to enforce any right under this Agreement will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.
- 15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.
- 16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.
- 17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any act or omission in the performance of this Agreement by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in design, condition, or performance of Included

Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.

19) **Grant of License.**

a) **During the term of this Agreement:**

i) **Supplier Promotion.** Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.

ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.

b) **Limited Right of Sublicense.** The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section by any of their respective sublicensees.

c) **Use; Quality Control.**

i) Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

ii) Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.

d) **Termination.** Upon the termination of this Agreement for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

20) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in

court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term to within any transaction documents.

- 21) **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.
- 22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:
- a) **Commercial General Liability Insurance.** Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Agreement.
 - \$1,500,000 each occurrence Bodily Injury and Property Damage
 - \$1,500,000 Personal and Advertising Injury
 - \$2,000,000 aggregate for products liability-completed operations
 - \$2,000,000 general aggregate
 - b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.
 - c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.
 - d) **Waiver of Subrogation.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Agreement or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its

subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

- e) **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.
- 23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.
- 24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

Article 3: Supplier Obligations to Participating Entities

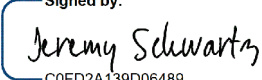
The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

- 1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.
- 2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.
- 3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.
- 4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

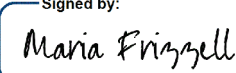
- 5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier's standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity's unique Sourcewell account number.
- 6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.
- 7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.
- 8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

Sourcewell

Schaefer Plastics North America, LLC

Signed by:

C0FD2A139D06489...

By: _____
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 4/1/2025 | 1:44 PM CDT

Signed by:

89C5ED40CC714CE...

By: _____
Maria Frizzell
Title: CEO
Date: 4/1/2025 | 1:41 PM CDT

RFP 120324 - Plastic Refuse and Recycling Containers with Related Technology Solutions

Vendor Details

Company Name: Schaefer Plastics North America, LLC

Does your company conduct business under any other name? If yes, please state: No

Address: 10301 WESTLAKE DRIVE
CHARLOTTE, NC 28273

Contact: TRAVIS MCALISTER

Email: travis.mcalister@ssi-plastic.com

Phone: 704-588-2150

Fax: 704-588-2150

HST#: 87-3531605

Submission Details

Created On: Tuesday October 15, 2024 07:51:34

Submitted On: Tuesday December 03, 2024 11:41:10

Submitted By: TRAVIS MCALISTER

Email: travis.mcalister@ssi-plastic.com

Transaction #: 1dccd510-f43d-4c9a-a64d-d5aab3a3317e

Submitter's IP Address: 155.190.21.4

Specifications

Table 1: Proposer Identity & Authorized Representatives (Not Scored)

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond “N/A” if the question does not apply to you (preferably with an explanation).

Table 1 Specific Instructions. Sourcewell requires identification of all parties responsible for providing Solutions under a resulting master agreement(s) (Responsible Supplier). Proposers are strongly encouraged to include all potential Responsible Suppliers including any corporate affiliates, subsidiaries, D.B.A., and any other authorized entities within a singular proposal. All information required under this RFP must be included for each Responsible Supplier as instructed. Proposers with multiple Responsible Supplier options may choose to respond individually as distinct entities, however each response will be evaluated individually and only those proposals recommended for award may result in a master agreement award. Unawarded entities will not be permitted to later be added to an existing master agreement through operation of Proposer’s corporate organization affiliation.

Line Item	Question	Response *	
1	Provide the legal name of the Proposer authorized to submit this Proposal.	Schaefer Plastics North America, LLC	*
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	YES	*
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	None	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	FF63S6TGJQ39	*
5	Provide your NAICS code applicable to Solutions proposed.	326199: All Other Plastics Product Manufacturing	
6	Proposer Physical Address:	10301 Westlake Drive Charlotte, NC 28273	*
7	Proposer website address (or addresses):	schaeferwaste.com	*
8	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the “Proposer’s Assurance of Compliance” on behalf of the Proposer):	Authorized Representative #1: Maria Frizzell, CEO 10301 Westlake Drive Charlotte, NC 28273 maria.frizzell@ssi-plastic.com 704-588-2150 Authorized Representative #2: Chris Hooker, Director of Finance 10301 Westlake Drive Charlotte, NC 28273 chris.hooker@ssi-plastic.com 704-588-2150	*
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Travis McAlister, Municipal Sales and Technology Manager 10301 Westlake Drive Charlotte, NC 28273 travis.mcalister@ssi-plastic.com 704-588-2150 x 5534	*
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Stephen Redfern, Senior Director Municipal Sales and Sales Operations 10301 Westlake Drive Charlotte, NC 28273 stephen.redfern@ssi-plastic.com 980-395-4597	*

Table 2A: Financial Viability and Marketplace Success (50 Points)

Line Item	Question	Response *
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11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	Founded in Germany in 1937, SSI Schaefer is a private, family-owned company with over 85 years of excellence in the material handling and waste industries. SSI Schaefer has manufactured carts since 1976 worldwide, and for over thirty-three years in the United States (carts were produced and sold by Schaefer Systems International, Inc. from 1989 - 2021). In 2021, the Schaefer Group established Schaefer Plastics North America, LLC, a standalone business dedicated to plastics manufacturing and digital solutions. As a prominent producer of waste and recycling carts, we offer a comprehensive range of products in sizes including 26g, 35g, 65g, and 95g. With over 30 million carts in service nationwide, we rank among the largest producers in the industry. Our technology suite further enables customers to track and manage the lifecycle of their assets once deployed. Recently, we've made substantial investments in our manufacturing facilities in Charlotte, NC and Lodi, CA, upgrading our machinery and tooling to significantly enhance production capabilities. This positions us perfectly to provide robust support tailored to meet the needs of all Sourcewell members. Our state-of-the-art facilities include a primary injection-molding plant in Charlotte, NC, operational for over thirty years, and a second plant in Lodi, CA, acquired in 2002 to better serve the West Coast market. Both facilities are ISO 9001:2015 certified, ensuring our commitment to quality. ISO9001:2015, is the globally recognized standard for quality management in manufacturing operations, ensuring a consistent product each run. Core Values Our core values are rooted in our founders' philosophy: "Take care of my customers." We pride ourselves on acting with honesty, integrity, and a commitment to doing what is necessary to meet our customers' needs. Commitment to Quality Schaefer Plastics is dedicated to delivering products that consistently meet customer specifications and regulatory policies, which is a strict requirement for maintaining our ISO9001:2015 certification. All Schaefer produced carts are manufactured to ANSI standards, rigorously tested for quality assurance, and backed by a ten-year warranty, demonstrating our unwavering commitment to quality and durability.	*
12	What are your company's expectations in the event of an award?	Schaefer Plastics anticipates a smooth transition in the event of an award. Having participated in this contract previously, we reported over \$17 million in sales during the four-year term. Our experienced sales force, along with our dealer network, is eager to collaborate with Sourcewell again and to expand throughout the contract term. We have the necessary tools and staffing in place to effectively promote the Sourcewell contract to our current customer base and to attract new customers in the municipal sector. Our goal is to facilitate the purchasing process for both current and future customers, allowing them to bypass the lengthy and costly bid process.	*
13	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.	Our company's financial health is excellent, as we remain debt-free while investing in our future with new tools, equipment, and facilities. SSI SCHÄFER takes a financially conservative approach; all investments, including capital and acquisitions, are self-funded. This positions us strongly within the industry. We continue to experience sustained sales growth of over 10% annually. Our commitment to investing in our future while maintaining a debt-free status solidifies our financial stability and ensures we remain robust for decades to come. A letter from our CPA is included with our submission to further validate our financial position.	*
14	What is your US market share for the Solutions that you are proposing?	Over the past 10 years, we have successfully increased our market share by expanding our customer base, particularly with large municipal clients. We have maintained our preferred supplier status with Republic Services, Inc., a partnership that has spanned over 25 years. Recently, we have also gained supplier status with other elite national and regional private haulers, including Rumpke, The Kinderhook Group, and GFL. As a result, our current market share stands at approximately 17%.	*
15	What is your Canadian market share for the Solutions that you are proposing?	Supported by the US manufacturing and sales operations, Schaefer System International Limited in Brampton, ON represents the SSI Schaefer Group in Canada. We are continuously seeking opportunities in the Canadian market directly and via our dealer network. If awarded a contract, we would like to utilize our partnership with Sourcewell to increase our presence in the Canadian market.	*

16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	None	*
17	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b). a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Schaefer Plastics is a manufacturer of injection-molded products, specializing in containers designed for municipal solid waste collection. We also offer a comprehensive technology suite that enables customers to effectively manage and maintain their assets. Our core values and business philosophy center around building long-term relationships through high quality standards, a deep commitment to service, and a constant striving to maintain competitive pricing, while realizing an adequate return on our investment to support forward-thinking research and development. Our organization employs a dedicated direct sales force across the country, consisting of three Directors of Sales, a team of Regional Sales Managers, a Municipal Sales and Technology Manager, and a Director of Municipal Sales and Field Operations Support. Leaders of the sales and customer service organizations report directly to Maria Frizzell, CEO. In strategic regions, we collaborate with select dealers to enhance our reach, creating a robust dealer network that supports our field sales team. This network is further strengthened by our internal Customer Service team, which includes five customer support specialists and one Customer Service Manager, ensuring that our clients receive exceptional support. We are committed to establishing mutually beneficial relationships with selected suppliers that have demonstrated the ability to meet our standards of excellence.	*
18	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Schaefer holds all applicable licenses to operate in North Carolina and California, where our manufacturing facilities and offices are located. Additionally, Schaefer maintains all required licenses, registrations, and bonding to fulfill our contractual obligations with municipal customers. All Schaefer carts are manufactured to meet the relevant American National Standards Institute (ANSI) standards, ensuring consistent quality, durability, and safety (ANSI 245.30-2008 & ANSI 245.60). Our carts are fully compatible with ANSI-approved collection equipment. Although not an industry requirement, Schaefer has held the ISO 9001:2015 certification since 1989. To maintain this prestigious certification, we continually demonstrate our ability to provide products that meet customer and applicable statutory and regulatory requirements, aiming to enhance customer satisfaction through the effective application of our quality management system. Our freight, assembly, and distribution partners are registered with the Department of Transportation (DOT) and comply with all Occupational Safety and Health Administration (OSHA) rules and regulations.	*
19	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	None	*
20	Describe any relevant industry awards or recognition that your company has received in the past five years.	2023: Design Innovation Award (Material Handling group)	*
21	What percentage of your sales are to the governmental sector in the past three years?	Sales to the government and municipal sectors can vary significantly each year, primarily due to large container rollouts that fall under this category, but typically fall between 30-40% of total sales. For example, this year we successfully rolled out over 85,000 carts to the City of Greensboro, NC. Such large orders can significantly impact the overall percentage of our municipal business. We remain committed to expanding our municipal sales by continually innovating our technology suite of services, which complements our superior product line.	*
22	What percentage of your sales are to the education sector in the past three years?	Less than 1%. While we do have some sales direct to the education sector, the majority of these institutions are serviced by the local municipality or a private hauler providing the carts and containers required for solid waste collections.	*

23	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	National: Omnia Partners, HGAC Regional/Statewide: NC Sheriffs' Association, Virginia Sheriffs' Association, COSTARS, Commbuys Company policy and restrictions under the respective agreements prevent us from disclosing annual sales volumes for each contract, but we can verify the aggregate annual sales over the past three years exceed \$6M annually.	*
24	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	No such contracts are held by Schaefer Plastics.	*

Table 2B: References/Testimonials

Line Item 25. Supply reference information from three customers who are eligible to be Sourcwell participating entities.

Entity Name *	Contact Name *	Phone Number *	
City of Greensboro, NC	Griffin Hatchell, Solid Waste Director	(336) 209-6998; Griffin.hatchell@greensboro-nc.gov	*
City of Canton, OH	John Highman, Jr., Director of Public Services	(330) 438-4307; john.highman@cantonohio.gov	*
City of Henderson, KY	David Steele, Sanitation Superintendent	(270) 854-2064; DMSteele@CityofHendersonKy.org	*
City of Oxford, MS	Amberlyn Liles, Superintendent, Environmental Services	(662) 232-2359; amberlyn@oxfordms.net	

Table 3: Ability to Sell and Deliver Solutions (150 Points)

Describe your company's capability to meet the needs of Sourcwell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
26	Sales force.	Schaefer Plastics employs a direct sales force strategically located across the country to grow our business. We have six Regional Sales Managers in the field, responsible for providing support to all customers. These industry experts ensure that the needs of our customer base are met and that we provide the right solutions tailored to each customer's requirements. Our Regional Sales Managers are supported by our customer service team, which includes five customer support specialists and one customer service manager. Additionally, we have a Municipal Sales and Technology Manager who assists the Regional Sales Managers with all municipal and technology-related sales. We also have a Director of Sustainability who supports both our internal sustainability goals and our customers' needs, ensuring we always provide environmentally friendly solutions for asset end-of-life scenarios. Furthermore, an internal project management team helps manage all assembly and distribution projects, ensuring that each project is completed accurately and on time. Each role within our team is designed to ensure that our customers receive comprehensive support, both at the time of purchase and throughout the entire lifecycle of their assets.	*
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	We partner with select regional and local refuse equipment dealers in the US and Canada to make up our dealer network. Between our Sales Team and Dealer Network, we have coverage across all of the U.S. and Canada. A list of dealers and their service areas is included with our proposal.	*

28	Service force.	Schaefer Plastics employs a direct sales force strategically located across the country to drive business growth. Our team includes six Regional Sales Managers, who are responsible for field support and ensuring that all customer needs are met with the right solutions. Supporting our Regional Sales Managers is our dedicated customer service team, consisting of five customer support specialists and one Customer Service Manager. This team ensures prompt and effective responses to customer inquiries. We also have a Municipal Sales and Technology Manager who collaborates with the Regional Sales Managers on all municipal and technology-related sales. Additionally, our Director of Sustainability works to support both our internal sustainability goals and our customers' needs, ensuring environmentally friendly solutions are available for asset end-of-life scenarios. An internal project management team further enhances our operations by managing all assembly and distribution projects, ensuring that each project is completed accurately and on time. Together, these roles ensure that our customers receive comprehensive support throughout the purchasing process and the entire lifecycle of their assets.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Once customer requirements are confirmed by our Regional Sales Manager, a quotation is issued by the respective customer service representative within 24 hours. We are flexible on the ordering method and are typically able to accommodate the customer's preferences, but typically proceed upon receipt of a signed quote or purchase order. Some customers have portals such as Ariba and Oracle where quoting and ordering is managed, and we are equipped to manage the ordering process via those channels. Once an order is received, the customer service representative will either validate or set-up a new account and gain approvals on customer artwork, cart color, serial number sequence, and any other pertinent details. Once written approval is received on the cart artwork and details, work orders are sent to production for carts to be scheduled and produced. Once production is complete, carts go through a set of quality assurance tests and, if approved, sent to logistics. Customer service will then schedule the delivery with the customer, allowing time for the customer to prepare for the shipment. Invoices may be uploaded to a customer's portal, emailed, or mailed to the attention of the appropriate recipient.	*
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Our customer service team plays a vital role in our commitment to taking care of our customers. Each sales region is assigned a dedicated Customer Service Representative (CSR), ensuring that customers have a consistent point of contact for all their needs. While the Regional Sales Manager serves as the face of our company in the field, they are supported internally by their dedicated CSR. The responsibilities of the CSR include: Quote Production: Preparing and delivering accurate quotes to customers within 24 hours of request. Account Management: Setting up new customer accounts and ensuring all information is accurately recorded in our Enterprise Resource Planning (ERP) system and Customer Relationship Management (CRM) platform. Order Entry: Entering orders promptly to ensure timely processing. Artwork Communication: Managing artwork submissions and approvals, ensuring customers are involved in the design process. Scheduling Management: Coordinating customer scheduling requirements to align with production and delivery timelines. Logistics Coordination: Monitoring logistics to ensure timely delivery and efficient operations. Ongoing Communication: Keeping customers informed at every stage of the process, providing updates and addressing any questions or concerns. This structured approach ensures that our customers receive personalized, attentive service throughout their experience with us.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	Schaefer currently offers and sells, or has the ability to sell, our products to customers in all 50 states and US Territories. With manufacturing facilities on both the East and West Coasts of the U.S., and a field sales team covering all 50 states, reaching customers across the U.S. in a timely and efficient manner is paramount to our success.	*

32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	All Schaefer products are available to Sourcewell participating entities in Canada. Sales in Canada are captured through our office in Brampton, ON.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	None.	*
34	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	None. If a customer is eligible to use the contract and desires to do so, the project will be quoted via Sourcewell.	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	No restrictions shall apply; we are proud to service ALL US states and territories. The only difference in service is we must use ocean freight, and shipping containers hold different quantities than standard 53-foot trailers.	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Yes	*

Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *
37	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Schaefer Plastics' marketing strategy to promote the Sourcewell contract will leverage multiple channels to drive awareness and growth throughout the life of the contract directed at relevant audiences: 1. Social Media: We utilize our social media platforms, particularly our Schaefer Plastics North America LinkedIn page, to share updates, amplify our presence, and place a spotlight on our valued customers. We will be using this channel in our promotion of our partnership with Sourcewell and to tell the story of our people, services and products and the value we bring to Sourcewell and customers, both through organic posts and paid promoted content targeted to municipalities and public works audiences. 2. Marketing Materials: Our extensive literature catalog includes detailed product specifications, shipping quantities, dimensions, and other important information about our entire product line. In the event of an award, we will develop a specific Sourcewell-branded brochure that emphasizes our partnership and the benefits of using Sourcewell to streamline the purchasing process, avoiding lengthy and costly bids. 3. Website: Our website, www.schaeferwaste.com, has recently been updated to provide comprehensive information about our products and services, including company profiles, contact details, and case studies. We will incorporate pertinent information about the Sourcewell partnership to ensure customers can easily find and access relevant resources for their unique needs. The Sourcewell brand will be prominent across the site and will include links to the Sourcewell website. Consistent blog articles highlighting the features, benefits, and success of our relationship with Sourcewell can be developed and posted on our website and shared. 4. Trade Shows: Our Regional Sales Managers and management team regularly attend regional and national trade shows. As a major supporter and sponsor of national and regional associations, such as the National Waste & Recycling Association (NWRA) and the Solid Waste Association of North America (SWANA), we value the opportunity to showcase our products and services to municipal representative with our large and interactive booth at tradeshows, like the annual Waste Expo, which attracts over 14,000 industry participants. We will prominently feature our partnership with Sourcewell at Waste Expo at our popular booth in print and video placements, as well as at other events we support, including regional NWRA, SWANA and APWA (American Public Works Association) shows. 5. Industry Media Outlets: Schaefer Plastics participates and supports industry media outlets by engaging with the editors to promote new and exciting information about Schaefer Plastics products, people, and services. We would highlight our partnership with Sourcewell in our press releases and pitches to editors to gain exposure when appropriate. We also take advantage of digital and print advertising opportunities to relevant audiences across multiple media channels throughout the year. 6. Targeted Marketing: Schaefer Plastics utilizes Salesforce as our internal CRM, which includes unique communication tools that enable us to create targeted marketing E-Mail blasts and other digital communications and marketing campaigns. This CRM allows us to effectively track all sales leads and maintain an extensive database of product users across the country.

38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Our Salesforce CRM tool allows us to track leads, sales and effectively maintain an extensive database of product users across the country. It is also a unique and robust communication tool that enables us to build our brand, encourage engagement and drive growth. We action our collected data faster with unified profiles for customers to manage and navigate analytics. We activate the data to deploy smarter campaigns with personalized content to create targeted marketing email blasts and other digital marketing. Essentially, we utilize Salesforce capabilities to get the right information with the right messaging in front of the eyes of the right people. Schaefer Plastics digital marketing efforts through Google AdWords and advertising with banner ads across industry-relevant media outlets have also consistently raised brand awareness and driven leads. We utilize analytics of clicks, site visitors, conversion rate, along with the data from our Salesforce marketing campaigns, to monitor and enhance the effectiveness of our marketing efforts. We would be able to promote Sourcewell as a valued partner in our digital marketing campaigns to a large audience to further build Sourcewell's brand awareness. In addition, we aim to enhance our social media presence across LinkedIn and Meta to promote our story, showcase our products and achievements, and share content that highlights our diverse range of offerings. By leveraging these technologies, we can better engage our audience and drive marketing effectiveness.	*
39	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	Schaefer enjoyed the benefits of offering the Sourcewell contract to our customers from 2017 to 2021, and our team is excited about the opportunity to resume our relationship with Sourcewell. We view Sourcewell's role as identifying and sourcing the best partners to meet our members' needs and providing support for any questions prospective customers may have regarding the legal aspects of using the contract. However, on a daily basis, we believe that promoting the contract is best handled by our sales team. Our sales team is experienced in presenting the benefits of cooperative purchasing, and with Sourcewell's strong reputation in the industry, they are well-equipped to promote this agreement. This transition will be seamless for our team and will provide an attractive alternative for customers who wish to bypass the RFP process.	*
40	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Information about Schaefer carts can be found at schaeferwaste.com , but no online pricing catalog or ordering website is available. A Schaefer team member will assist the end user and determine their individual needs, and a quote will be provided. Approved quotes or Purchase Orders are submitted directly to a Schaefer team member or one of Schaefer's authorized dealers.	*

Table 5A: Value-Added Attributes (100 Points)

Line Item	Question	Response *	
41	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Our automated carts are extremely user friendly and typically do not require user training, however, assembly instructions are made available to each customer. For any new customers, or those unfamiliar with our products, our experienced Regional Sales Managers are available to provide on-site training. Additionally, Schaefer containers are marked with instructions for use in accordance with ANSI standards. For customers utilizing our technology suite (WISTAR), we offer comprehensive training. Our internal technology team will schedule sessions to walk staff through the system's various applications and features. They are also available for ongoing support to assist with any questions that may arise during the use of the program. We have multiple training and reference materials, and a dedicated support team available to assist as questions arise.	*

42	Describe any technological advances that your proposed Solutions offer.	Our WISTAR technology suite offers end-to-end visibility throughout the lifecycle of the cart. The process begins at our manufacturing facility, where each cart is equipped with “smart” RFID tags that are programmed and linked to the visible serial number. These tags contain essential information, including cart size, stream, and date of manufacture. Once a cart reaches the customer’s location, WISTAR provides real-time visibility, enabling us to manage assembly and distribution projects effectively. After deployment, WISTAR assists customers in managing their assets through features such as work orders, inventory levels, and operations management. Additionally, the suite includes a service verification application that allows RFID tags to be read by equipment on the truck, providing real-time collection data. - WISTAR Asset Management: Post A&D, our WISTAR Asset Management solution allows customers to continue to manage inventory and record all field activity, including repairs, deliveries, and removals, using the WISTAR application. A customer database includes all service addresses and assets associated via RFID scan. - WISTAR Service Verification: To add an additional layer of data for tracking field activity, our WISTAR Service Verification solution provides visibility of collections activity, and a record of all addresses serviced. WISTAR streamlines operations and manages resources by providing valuable insights into the productivity of collections and routes. - SelectMyCart™: Recognizing that a one-size-fits-all approach is not ideal for many constituents, we developed the SelectMyCart program to put the power of choice in the hands of each resident. This web-based portal empowers residents to choose their preferred collection streams and/or sizes, as directly by the customer, while simultaneously building an electronic database for the municipality to utilize during cart deployment. This approach helps avoid cart exchanges post-project and ensures that residents’ needs are met from the start. This innovative program provides a turnkey solution for our customers to engage residents and business owners regarding pertinent information that helps shape a cart program.
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43	Describe any “green” initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	The SSI Schaefer Group is committed to corporate sustainability in operations across the globe and strives to create a circular economy for our products. Mike Riola, Director of Sustainability, recently joined the Schaefer Plastics Family and brings a wealth of knowledge and resources to our team, having worked in the industry for over 23 years. Mike is tasked with building an industry-leading sustainability program and focusing on the plants’ consumption of recycled material. These efforts are driving our internal focus on sustainability and, as a result, aligning with the sustainability goals of our customer base. At Schaefer Plastics, we minimize environmental impact and carbon footprint by maintaining one of the highest truckload capacities in the market and a commitment to reducing, reusing, and recycling; our carts are 100% recyclable, and our operations center around quality, sustainability, and efficiency. Our commitment to quality reduces the need for field repairs and replacement, ensuring our customers a high return on investment and a low cost of ownership. As our business continues to grow, we strive to minimize our impact on the Earth’s climate. We take every step we can to implement innovative and responsible environmental practices to reduce waste, conserve energy, and ensure efficient in our operations, and hold our suppliers to these same standards. We work with our customers and partners to meet sustainability goals and inclusion targets. Some customers prefer 100% virgin material, while others require up to 40% recycled material. Grant funding is often dependent on PCR inclusion, and we ensure all requirements are met and proper documentation provided. Initiatives incorporated into everyday business practices include: • Efforts to reclaim production scrap and use this material in new cart production. • Efforts to reclaim HDPE material from customers and use the material in our products to prevent the material from being landfilled. Our buyback program guarantees the purchase of carts at the end of their useful life. • Producing carts that are 100% recyclable (all components). • The “Only Rain Down the Drain” policy is in place to avoid contaminating storm drains. • Recycling efforts include metal, wooden pallets, cardboard, and other plastics. • The “Operation Clean Sweep” program is in place to prevent environmental damage from unintentional loss of plastic pellets. • Universal waste disposal items, such as batteries and e-waste are recycled through a licensed disposal site. • Plant lighting has been upgraded to energy efficient LED lighting and warehouses have motion sensing lighting. • Spill Containment and Countermeasures: Schaefer has a documented program to prevent and respond to any release of hazardous waste materials used in manufacturing. • Schaefer has individual oil monitoring on all machines to monitor usage / leaks. • Schaefer has added secondary filtering equipment on each machine and could consider utilizing recycled oil on older equipment. • Introducing Ocean-bound PCR material into our manufacturing.	*
44	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	N/A	*

45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Schaefer Plastics is one of the leading cart manufacturers in the industry, with over 30 years of experience and a stellar reputation for quality and service. We offer superior products at competitive prices, ensuring customers receive exceptional value for their investment. Unique Attributes of Schaefer Plastics: Our products are often regarded as the best in the market, thanks to our advanced injection molding technology, which enhances durability and reduces maintenance costs. • Unique Features of Schaefer Carts: - o Three-Point Lid Attachment: Our exclusive design features a robust lid axle that supports both automated and semi-automated collection systems, minimizing lid breakage and maintenance. We are proud to have the only true 3-point lid attachment in the industry. - o Reinforced Top Rim: Utilizing advanced molding technology, we reinforce the lid rim with supporting gussets to enhance strength and durability. - o High-Density Polyethylene Construction: Our one-piece cart bodies are designed for automated collection and feature reinforced wall thickness in high-wear areas for added resilience. - o Wear Strips: Dual 3/8" wear strips on the bottom of the containers extend service life by reducing impact wear. - o Ease of Assembly: Carts arrive with the lid and catch bar pre-attached, requiring only the installation of three pieces (two wheels and one axle), taking less than five seconds. - o Maintenance Features: Each cart comes standard with a quick-release wheel feature, simplifying the process of removing carts from service for repairs. - o Customizable Features: Custom artwork, including hot stamps, in-mold labels, and QR Codes, last for the life of the cart and display the messages our customer wish to convey to residents. • Technology Designed for the Waste Industry: - o RFID-Integration: Carts may be factory equipped with RFID tags that are married to the cart serial number and used for initial delivery verification and ongoing asset management. - o WISTAR® Suite: Our tiered based subscription model allows customers to select the features that fit their program and provide visibility of all facets of the cart program. - o SelectMyCart™: Recognizing that no project is the same, we developed this program to simplify the process for municipalities. This web-based portal empowers residents to choose their preferred cart size and selection, while simultaneously building an electronic database for the municipality to utilize during cart deployment. This approach helps avoid cart exchanges post-project and ensures that residents' needs are met from the start. Experience and Commitment We have extensive experience securing large contracts through cooperative agreements, and our sales team is adept at promoting contracts to win business. Our successful history with Sourcewell positions us to seamlessly transition and effectively promote this contract again. One-Stop Shop for Sourcewell Members Schaefer aims to be a comprehensive solution for Sourcewell members and our customers, assisting with all cart program needs and providing solutions to track the lifecycle of these important assets. Whether it's planning, production, implementation, or end of life recycling, our industry specific solutions and team of experts ensure that no Sourcewell members' needs are unfulfilled.
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46	Describe advancements reflected in the equipment or products offered such as safety, longevity or life cycle cost measures.	Our products are often regarded as the best in the market, thanks to our advanced injection molding technology, which enhances durability and reduces maintenance costs for the life cycle of the cart. • Features Designed for Safety, Longevity & Life Cycle Visibility: - o Three-Point Lid Attachment: Our exclusive design features a robust lid axle that supports both automated and semi-automated collection systems, minimizing lid breakage and maintenance. We are proud to have the only true 3-point lid attachment in the industry. - o Reinforced Top Rim: Utilizing advanced molding technology, we reinforce the lid rim with supporting gussets to enhance strength and durability. - o High-Density Polyethylene Construction: Our one-piece cart bodies are designed for automated collection and feature reinforced wall thickness in high-wear areas for added resilience. - o Wear Strips: Dual 3/8" wear strips on the bottom of the containers extend service life by reducing impact wear. - o Ease of Assembly: Carts arrive with the lid and catch bar pre-attached, requiring only the installation of three pieces (two wheels and one axle), taking less than five seconds. - o Maintenance Features: Each cart comes standard with a quick-release wheel feature, simplifying the process of removing carts from service for repairs. - o Customizable Features: Custom artwork, including hot stamps, in-mold labels, and QR Codes, last for the life of the cart and display the messages our customer wish to convey to residents. • Technology Designed for the Waste Industry: - o RFID-Integration: Carts may be factory equipped with RFID tags that are married to the cart serial number and used for initial delivery verification and ongoing asset management. - o WISTAR® Suite: Our tiered based subscription model allows customers to select the features that fit their program and provide visibility of the life cycle of a cart.	*
47	Describe your organization's approach to the collection, storage, usage, ownership, protection, access, and rights of customer data that is gathered in the normal course of doing business.	At Schaefer, we take the protection of personal data seriously and are committed to complying with the provisions of the General Data Protection Regulation (GDPR) and the new Federal Data Protection Act (BDSG). We want to ensure that you are fully informed about when we collect data and how it will be used. To protect your data, we have implemented technical and organizational measures that ensure compliance with data protection regulations, both within Schaefer and by our external service providers. We collect only the data necessary to provide our products and services to our customers. Any collected data is securely stored in cloud-based databases hosted on Schaefer's servers. Personal data will only be transmitted to state institutions and authorities when required by law or following a judicial order. All employees and third-party service providers are contractually obligated to maintain confidentiality and adhere to the provisions of the General Data Protection Regulation. Our comprehensive Privacy Policy and Data Protection Notice can be found at https://www.ssi-schaefer.com/en-us/privacy.	*
48	Describe how your offering encourages/facilitates increased participation and efficiencies in recycling and diversion programs.	Cities have been transitioning to semi- and fully automated collection systems using carts for over 40 years, and this shift has proven to significantly enhance participation in recycling and diversion programs. Providing dedicated recycling carts simplifies the process for residents, making it more convenient to recycle. Our WISTAR RFID software further elevates this initiative by tracking individual participation levels, allowing cities to identify which residents are engaged and which may need additional support. This data-driven approach enables targeted outreach, ensuring that residents receive tailored information about the recycling program and its environmental benefits. Additionally, our offerings include strategically chosen cart colors and In Mold Labels on the lids. These visual aids help educate residents about proper recycling practices, reinforcing their understanding and encouraging consistent participation. Overall, our comprehensive system not only facilitates easier recycling but also empowers communities through education and targeted engagement.	*
49	Identify if your offered technology solutions are available through mobile device applications and with which operating systems they are compatible.	The WISTAR mobile application is compatible with Android operating systems and is available for download in the GooglePlay Store.	*

Table 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment	
50	Select any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation and a listing of dealerships, HUB partners or resellers if available. Select all that apply.		☐ Yes ☒ No	N/A	*
51		Minority Business Enterprise (MBE)	☐ Yes ☒ No	N/A	*
52		Women Business Enterprise (WBE)	☐ Yes ☒ No	N/A	*
53		Disabled-Owned Business Enterprise (DOBE)	☐ Yes ☒ No	N/A	*
54		Veteran-Owned Business Enterprise (VBE)	☐ Yes ☒ No	N/A	*
55		Service-Disabled Veteran-Owned Business (SDVOB)	☐ Yes ☒ No	N/A	*
56		Small Business Enterprise (SBE)	☐ Yes ☒ No	N/A	*
57		Small Disadvantaged Business (SDB)	☐ Yes ☒ No	N/A	*
58		Women-Owned Small Business (WOSB)	☐ Yes ☒ No	N/A	*

Table 6: Pricing (400 Points)

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *	
59	Describe your payment terms and accepted payment methods.	Standard payment terms are Net 30 on approved credit. Acceptable Payment Methods: - Check - ACH (secure automated bank transfer) - Credit Card (processing fee applies)	*
60	Describe any leasing or financing options available for use by educational or governmental entities.	At Schaefer, we understand the importance of utilizing adequate equipment for the safe handling of solid waste, and to that end, we make every effort to ensure educational and governmental entities have access to funding for our products when budget constraints are a concern. Depending on Sourcewell member requirements, we may offer internal solutions or suggest external options, such as NCL Government Capital, a Sourcewell awarded vendor. To assist with reducing overall project cost, we advise customers to seek grant funding and work with them to ensure that our products meet the stringent requirements for post-consumer recycled material inclusion and reporting.	*

61	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	The following list includes all standard transaction documents: - Quote Form - Standard Terms and Conditions of Purchase - Quote Approval or Purchase Order (issued by customer) - Artwork Approval Forms - Order Confirmation - Bill of Lading (document provides proof of delivery with a list of the items included in each shipment) - Invoice	*
62	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	Yes. Customers wishing to use a P-card will incur a 2.5% processing fee.	*
63	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Schaefer Plastics North America has submitted ceiling pricing for each line item in our pricing workbook. This pricing model protects Schaefer from volatile fluctuations in the cost of raw materials while allowing for lower pricing on larger opportunities. We have found that municipal orders vary in size and scope, ranging from a hundred carts to tens of thousands. Therefore, the ceiling pricing model is most advantageous for both Sourcwell members and Schaefer.	*
64	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	There is no set discount; however, each line item's ceiling price is based on the minimum order quantity (MOQ) listed. Orders exceeding the MOQ are subject to discounts from the ceiling price, depending on the size and scope. Requests for orders lower than the MOQ are subject to setup fees but will be accepted.	*
65	Describe any quantity or volume discounts or rebate programs that you offer.	We offer quantity and volume discounts for customers purchasing multiple truckloads of carts, dependent on market conditions. The actual discount provided will depend on the scope and timing of the project. Additionally, while we do not offer a rebate program, we strongly encourage customers to participate in our Buyback Program. This program allows you to recoup funds for the raw materials and ensures that the carts are properly recycled once they reach the end of their useful life, contributing to sustainability efforts.	*
66	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "non-contracted items". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	The Schaefer Plastics North America pricing workbook is a comprehensive list of all carts, containers, bins, parts, technology offerings, and ancillary items available to our customers. As new products are developed or added to our product list, we will work with Sourcwell to include these items in our pricing workbook. For any products and services not priced, including assembly and distribution costs and freight, we will supply a quote for each request at cost plus a percentage.	*

67	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	At Schaefer Plastics, we understand that transparency in pricing is paramount for a successful cooperative purchasing contract. To that end, we have made every effort to include pricing for all product offerings. In order to protect our customers from paying excessive costs for shipping and ancillary services, our pricing workbook is exclusive of freight/shipping charges, service items, and applicable taxes. Pricing for these services will be provided at the time of request and will be based on the scope of work. Freight/Shipping Costs: Freight costs vary depending on the customer's location. Therefore, we do not feel it is appropriate to include a standard shipping rate in our unit prices. We use a variety of carriers, and by utilizing our long-term relationships and volume discounts, we will always secure the best possible shipping rates for our customers. Offloading: While rare in our industry, some customers may require the offloading of delivery trailers upon arrival. When needed, offloading services will be quoted on a per-project basis. Assembly and Distribution (A&D): Many factors drive the costing for A&D, including the number of carts, the size and density of the delivery area, recording requirements, staging area availability, project timing, and more. In order to accurately price A&D projects, we must gain an understanding of the scope due to the unique needs of each valued customer. When required, A&D services will be quoted on a per-project basis Taxes: Applicable local, state, federal, and any other taxes are shown on our quotation form as a separate line item. This applies to both U.S. and Canadian taxes. Canadian Currency Conversion: Our pricing workbook is in United States Dollars. Should a customer in Canada require pricing in Canadian Dollars, our office in Brampton, ON will issue a quote based on Sourcewell pricing and the current conversion rate.
68	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight costs vary depending on the customer's location; therefore, we do not feel it is appropriate to include a standard shipping rate in our unit prices. We use a variety of carriers, and by utilizing our long-term relationships and volume discounts, we will always secure the best possible shipping rates for our customers. While most carts ship over the road in standard 53' trailers, we also ship carts via rail and in shipping containers when appropriate. We have carriers under contract that deliver via all modes of transportation (road, rail, barge, air) with extensive import/export experience. The Schaefer logistics team works with our partners to ensure that our products arrive on time and as promised, and our customer service team communicates with the customer to ensure personnel are available on-site to receive the load. Our freight partners are registered with the Department of Transportation (DOT) and follow all Occupational Safety and Health Administration (OSHA) rules and regulations. To avoid inflating shipping costs, our 2% administrative fee payment calculations will exclude freight costs charged to our customers.
69	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	The process of shipping carts to these locations is largely the same as shipping to the contiguous 48 states, as we use a combination of carriers and forwarders to deliver carts to locations such as Canada, Hawaii, Alaska, and other offshore areas. We have carriers under contract that deliver via all modes of transportation (road, rail, barge, air) with extensive import/export experience. The Schaefer logistics team will work with our partners to ensure that our products arrive on time and as promised. To avoid inflating shipping costs, our 2% administrative fee payment calculations will exclude freight costs charged to our customers.

70	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Our team at Schaefer understands that customers have unique requirements and that no two locations are alike. We provide tailored solutions to ensure customer satisfaction. Some of the unique methods offered to customers include: • Driver Assistance: The truck driver will assist with moving the stacks of carts to the doors for offloading. • Multi-stop Shipping: Products may be delivered to multiple locations within the same geographic region. • Offloading: If a customer lacks the equipment and/or personnel to offload the products, offloading services can be provided. Additionally, our crews can assemble the carts (it is industry standard for carts to require assembly, including attaching the wheel axle and wheels). • Assembly and Distribution: When A&D services are required, the costs we propose will factor in offloading the products at the staging area, which will be used as a base for the project.	*
71	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcwell. This process includes ensuring that Sourcwell participating entities obtain the proper pricing.	Upon award, Schaefer's Municipal Sales Manager will be responsible for the management and administration of the contract. All municipal pricing is verified by Municipal Sales Manager prior to quote issuance to ensure compliance. Each order is recorded in an Excel spreadsheet in a manner consistent with the required reporting format for tracking and end-of-quarter reporting. Quotations will reference our Sourcwell contract number in the header and adhere to our ceiling pricing model. The contract number will carry over to all subsequent documents related to the order to ensure that each order placed under the Sourcwell agreement is properly recorded. Salesforce, our CRM tool, allows us to select the contract under which the quote is issued, sends automated notices when the status of the project changes, and generates reports on demand. When a project is marked as "closed," the automated notification prompts an update to the spreadsheet. At the end of the quarter, the spreadsheet is compared to the Salesforce report to ensure that all "closed-won" orders with the Sourcwell contract selected are captured. As a previous Sourcwell contract holder and the current holder of multiple cooperative purchasing contracts, we are well versed in this process and have consistently met all requirements for timely reporting and administrative fee payments.	*
72	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	Schaefer Plastics closely monitors monthly, quarterly, and annual sales goals to drive growth in municipal sales. Our sales directors actively oversee this tracking to ensure our sales team is consistently promoting growth within the municipal sector. Our goal is to leverage the Sourcwell contract in every municipal opportunity, thereby streamlining the process and avoiding the lengthy RFP process.	*
73	Provide a proposed Administration Fee payable to Sourcwell. The Fee is in consideration for the support and services provided by Sourcwell. The proposed Administrative Fee will be payable to Sourcwell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	We are agreeable to a 2% Administration Fee payable to Sourcwell for all completed transactions utilizing the Sourcwell Master Agreement (less freight charges and applicable taxes).	*

Table 7: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments	
74	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	We will offer customers the most competitive pricing available at the time of request. Pricing will vary across opportunities, as each request is quoted factoring the level of customization, quantity, scope, and timing of the project, but will not exceed the ceiling price.	*

Table 8A: Depth and Breadth of Offered Solutions (200 Points)

Line Item	Question	Response *
75	Provide a detailed description of all the Solutions offered, including used, offered in the proposal.	With over 30 years of experience manufacturing carts in the United States, coupled with our proprietary WISTAR solution, Schaefer Plastics is proud to manufacture and offer the highest quality injection-molded carts and accompanying technology solutions. To ensure we fulfill ALL customer needs, we have also developed strong relationships with likeminded plastic bin and container suppliers. We are pleased to share our complete product line with all Sourcewell members. Product Offerings: Injection Molded Carts We manufacture four different rollout cart sizes, 26g, 35g, 65g, and 95g, and each is designed to accommodate municipal solid waste, recycling, organics, and yard waste collection. Our injection-molded rollout carts are designed to meet all industry standards outlined by the American National Standard Institute (ANSI Z245.30-2008 & ANSI Z245.60-2008) and are compatible with all ANSI-approved automated and semi-automated lifting systems (Type B, Type G, and Type C). Bins & Containers Offered Include: • Kitchen Containers: Designed for kitchen food scrap collection, these 2g containers are a key component of any organics program. • Recycling Bins: We provide rectangular, non-wheeled recycling bins that range from 14g to 18g in size. • Recycling Containers: These round, non-wheeled containers are available in 20g, 25g and 32g sizes and are suitable for manual recycling collections. • City Bins: These robust 40g and 58g "Eco-Tainers" are designed specifically for city street collections. • Extra Large Containers: If our standard sizes do not suit a program, we also offer 200g, 300g and 450g containers. • Commercial Containers: Our plastic front-load and rear-load containers range from 2yd to 4yd in size. WISTAR Software Solution Our WISTAR software suite is a web-based technology solution that enables customer to manage their entire fleet of containers effectively. Key features include: • Assembly and Distribution Management: Oversee assembly and distribution projects with real-time data. • Asset Management and Work Orders: Streamline operations with comprehensive asset management capabilities. • Service Verification: Ensure service accuracy and control operational costs with enhanced visibility. Assembly and Distribution Program Schaefer's Assembly and Distribution program offers a complete end-to-end service for delivering containers to residents' homes. Our teams can: • Offload inbound shipments. • Assemble each container. • Deliver containers to residents while recording serial numbers in a database, ensuring municipalities know the location of their assets. Cart Reclamation Service Schaefer Plastics has established a network of partners nationwide to process and recycle old containers at their end of life. This service allows Sourcewell members to responsibly dispose of old containers and maintain a clean environment. Customers will receive the current value of the scrap HDPE (high-density polyethylene) multiplied by the number of pounds of material, minus freight costs.
76	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	All products and solutions offered are outlined in our response to line item 75.

Table 8B: Depth and Breadth of Offered Solutions

Indicate below if the listed types or classes of Solutions are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
77	Residential, commercial, and institutional-sized refuse and recycling containers, collection bins, dumpsters, and carts of principally non-metallic composition	☒ Yes ☐ No	Schaefer's residential refuse and recycling containers are injection-molded from the highest quality high-density polyethylene (HDPE). While all manufacturers must adhere to strict industry guidelines, Schaefer stands out with our ISO 9001:2015 certification and robust three-point lid attachment system, along with other key features designed to ensure our carts perform well in various climates across North America. These features include: Three-Point Lid Attachment: Our exclusive design features a robust lid axle, supporting both automated and semi-automated collection systems, minimizing lid breakage and reducing maintenance. We are proud to have the only true 3-point lid attachment in the industry. Reinforced Top Rim: Utilizing advanced molding technology, we reinforce the lid rim with supporting gussets for enhanced strength and durability. One-Piece High-Density Polyethylene Construction: Our one-piece cart bodies are engineered for both semi- and fully automated collection. They feature reinforced wall thickness in high-wear areas to improve resilience. Wear Strips: Dual 3/8" wear strips on the bottom of the containers help extend their service life by reducing impact wear. Ease of Assembly: Carts arrive with the lid and catch bar pre-attached, requiring only the installation of three pieces (two wheels and one axle), which can be done in less than five seconds. Maintenance Features: Each cart includes a quick-release wheel feature, making it easy to remove carts from service for repairs. As mentioned in our response to Line Item 64, we also offer a variety of products to meet the needs of our customers: Kitchen Containers: These 2g containers are ideal for kitchen food scrap collection and are an essential part of any organics program. Recycling Bins: We offer rectangular, non-wheeled recycling bins ranging from 14g to 24g in size. Recycling Containers: Available in 20g, 25g, and 32g sizes, these round, non-wheeled containers are

			designed for manual recycling collection. City Bins: Our robust 40g and 58g "Eco-Tainers" are specifically designed for city street collections. Extra Large Containers: If our standard sizes don't meet your needs, we also offer 200g, 300g, and 450g containers. Commercial Containers: Our plastic front-load and rear-load containers range from 2-yard to 4-yard sizes.	
78	Lift and tipping solutions for stationary carts and dumpsters	☐ Yes ☒ No	No. Schaefer Plastics does not offer lift and tipping solutions; however, our carts, containers, and bins are fully compatible with ANSI-approved lifters and tippers.	*
79	Maintenance, repair, and similar services of containers	☒ Yes ☐ No	We partner with our cart logistics service providers to offer maintenance and repair programs for customers requiring ongoing asset management. Schaefer Plastics' maintains a sole source of responsibility for all equipment, products, and services provided under a resulting master agreement.	*
80	Technology solutions related to the management of, planning for, and/or processes related to collection of refuse and recycling materials solutions described in line 77-79, above.	☒ Yes ☐ No	Our WISTAR software suite is a web-based technology solution that enables customers to manage their entire fleet of containers effectively. Key features include: • Assembly and Distribution Management: Oversee assembly and distribution projects with real-time data. • Asset Management and Work Orders: Streamline operations with comprehensive asset management capabilities. • Service Verification: Ensure service accuracy and control operational costs with enhanced visibility.	*

Table 9: Exceptions to Terms, Conditions, or Specifications Form

Line Item 81. NOTICE: To identify any exception, or to request any modification, to Sourcewell standard Master Agreement terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Master Agreement Template provided in the “Bid Documents” section. Proposer must upload the redline in the “Requested Exceptions” upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Master Agreement.

Line Item	Do you have exceptions or modifications to propose?	Acknowledgement *
81		☐ Yes ☒ No

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- [Pricing](#) - Pricing Workbook_Sourcewell_120324.xlsx - Tuesday December 03, 2024 08:18:34
- [Financial Strength and Stability](#) - Financial Stability Information_SPNA.pdf - Tuesday December 03, 2024 11:39:16
- [Marketing Plan/Samples](#) - Marketing Plan & Samples_SPNA.pdf - Tuesday December 03, 2024 11:39:28
- WMBE/MBE/SBE or Related Certificates (optional)
- [Standard Transaction Document Samples](#) - Standard Transaction Documents_SPNA.pdf - Tuesday December 03, 2024 08:48:55
- Requested Exceptions (optional)
- [Upload Additional Document](#) - Support Docs_Brochures and Warranty Policies.pdf - Tuesday December 03, 2024 08:18:49

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT OF COMPLIANCE

I certify that I am an authorized representative of Proposer and have authority to submit the foregoing Proposal:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for award.
3. The Proposer certifies that:
 - (1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-
 - (i) Those prices;
 - (ii) The intention to submit an offer; or
 - (iii) The methods or factors used to calculate the prices offered.
 - (2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and
 - (3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.
5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.
6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.
7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
8. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - TRAVIS MCALISTER, MUNICIPAL SALES AND TECHNOLOGY MANAGER, SCHAEFER PLASTICS NORTH AMERICA, LLC

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the obligations contemplated in the solicitation proposal.

☒ Yes ☐ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum**" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_4_Plastic_Refuse_Recycling_RFP_120324 Mon November 25 2024 05:22 PM	☒	2
Addendum_3_Plastic_Refuse_Recycling_RFP_120324 Fri November 8 2024 02:45 PM	☒	1
Addendum_2_Plastic_Refuse_Recycling_RFP_120324 Tue October 29 2024 05:02 PM	☒	1
Addendum_1_Plastic_Refuse_Recycling_RFP_120324 Mon October 28 2024 03:45 PM	☒	1

December 18, 2025

City of Fayetteville, Arkansas

Subject: Recycled Material Content, Donated Resin, and Cart Longevity

Dear City of Fayetteville,

Please accept this letter as written confirmation that, upon award, Schaefer Plastics North America, LLC will produce recycling carts for the City of Fayetteville, AR recycling program project containing a minimum of five percent (5%) post-consumer residential recycled content, as defined by The Recycling Partnership, and will comply with all guidelines pertaining to the use of donated resin from The Dow Chemical Company.

Recycling Partnership Cart Grant Program – Recycled Content Requirements: Recycling carts purchased with grant funding from The Recycling Partnership must be manufactured with a minimum of five percent (5%) residential post-consumer recycled plastic content based on the weight of the entire mass of the body, lid, and wheels. To qualify as residential post-consumer content, the reclaimed plastic must have been generated by a household and collected for recycling by a curbside or drop-off recycling program in the United States. This recycled content requirement cannot be met through the use of post-industrial plastics or plastic sourced from end-of-life carts or bins.

Documentation: Following the cart roll-out, Schaefer Plastics is committed to providing all documentation required by The Recycling Partnership for the distribution of grant funds, including:

- An invoice detailing the number of recycling carts purchased and distributed
- The total weight of residential post-consumer recycled plastic content utilized in the production of the recycling carts
- The total weight of the purchased carts, including the mass of the body, lid, and wheels

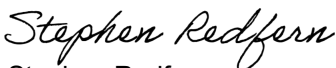
Donated Resin: Utilizing donated resin from The Dow Chemical Company, Schaefer Plastics will produce the recycling carts for the City of Fayetteville at a reduced price. This reduction will reflect a net savings substantially equal to the value of the donated resin.

Schaefer Plastics will work with The Recycling Partnership and The Dow Chemical Company to establish the value of the donated resin. This value will be calculated using the total resin weight, less the five percent (5%) post-consumer recycled content requirement, colorant, and cart-grade PCR. The resulting savings to the City of Fayetteville will be reflected as a credit on the final invoice.

Cart Life Expectancy: Schaefer carts are engineered for durability and long-term performance. Each cart includes a 10-year warranty, reflecting the confidence we place in our materials and manufacturing processes. To validate product longevity, our carts undergo rigorous ANSI cycle testing, which simulates real-world collection conditions. Testing demonstrates that Schaefer carts withstand a minimum of 520 dump cycles with no damage or permanent deformation, ensuring reliable performance throughout their service life. While actual cart useful life may vary based on environmental and operational factors, Schaefer carts are typically expected to last 15–20 years.

Thank you for the opportunity to earn your business. We look forward to seeing the positive impact this program will have on the Fayetteville community.

Sincerely,

A handwritten signature in black ink that reads "Stephen Redfern".

Stephen Redfern

Sr. Director, Municipal Sales and Sales Operations

(980) 395-4597

stephen.refdern@ssi-plastic.com

Schaefer Plastics North America, LLC

10301 Westlake Dr
Charlotte, NC 28273
USA
Phone: (704) 588-2150



QUOTATION

Quote #:	034646-7	Requested by:	Andrew Cook, Operations Manager
Date:	12/29/2025		
Quote Expiration:	2/28/2026	Bill to:	City of Fayetteville, AR
Terms:	Net30		113 W Mountain St
FOB:	PPD		Fayetteville, AR 72701
Lead Time:	May/June 2026 A&D		USA

Cooperative Purchasing Contract: Sourcewell Contract 120324-SFR

Ship to: City of Fayetteville, AR
113 W Mountain St
Fayetteville, AR 72701
USA

Project Note: City is Grantee of The Recycling Partnership

Line	Quantity	Item number	Description	Unit price	Net amount
1	24447	65M.0R0	USD65M 65-gallon cart, ANSI Type B/G: - Blue body and lid with required PCR content (color code TBD based on customer selection) - 10" plastic wheels - Hot stamp artwork on sides of cart body (as required by customer) - In-mold label on cart lid (to be created and approved prior to production) - Embedded RFID tag (passive, UHF) - Unit price includes freight Body: TBD Lid: TBD	\$41.83	\$1,022,618.01
2	2951	95Q.0R0	USD95Q 95-gallon cart, ANSI Type B/G: - Blue body and lid with required PCR content (color code TBD based on customer selection) - 10" plastic wheels - Hot stamp artwork on sides of cart body (as required by customer) - In-mold label on cart lid (to be created and approved prior to production) - Embedded RFID tag (passive, UHF) - Unit price includes freight Body: TBD Lid: TBD	\$46.20	\$136,336.20

All sales transactions are subject to Schaefer Plastics North America, LLC. – General Terms and Conditions of Purchase in effect at the time of sale, published on our websites: <https://schaeferwaste.com>.

* Assembly is required for wheels and axles unless assembly and distribution is being completed by Schaefer

* Orders with custom hot stamps are non-cancelable

Schaefer Plastics North America, LLC

10301 Westlake Dr
Charlotte, NC 28273
USA
Phone: (704) 588-2150



QUOTATION

Quote #: 034646-7

Requested by: Andrew Cook, Operations Manager

Date: 12/29/2025

Line	Quantity	Item number	Description	Unit price	Net amount
3	1008	35B.0R0	USD35B 35-gallon cart, ANSI Type B/G: - Blue body and lid with required PCR content (color code TBD based on customer selection) - 8" plastic wheels - Hot stamp artwork on sides of cart body (as required by customer) - In-mold label on cart lid (to be created and approved prior to production) - Embedded RFID tag (passive, UHF) - Unit price includes freight Body: TBD Lid: TBD	\$40.28	\$40,602.24
4	3	WTD.HOTSTAMP.PLATE	Custom City of Fayetteville, AR hot stamp plate creation - NO CHARGE	\$0.00	\$0.00
5	27800	W1.ASSY&DISTR	Assembly & Distribution Services: - One (1) recycling cart assembled at curbside and delivered to each home within City limits (based on customer provided address list) - RFID tag scanned at curbside for delivery verification and to capture delivery data, including RFID number, serial number, cart size, waste stream, and delivery timestamp (required per The Recycling Partnership) - One (1) piece or packet of educational literature attached to each cart upon delivery (required per The Recycling Partnership) - City must provide adequate staging area within City limits; area must be at least one (1) sq. ft. per cart, paved, secure, and accessible via 53' trailer (for both ingress and egress)	\$4.81	\$133,718.00
Sales tax (Applicable sales tax will be added unless a valid Tax Exemption certificate is on file)					\$0.00
Total					\$1,333,274.45

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* Assembly is required for wheels and axles unless assembly and distribution is being completed by Schaefer

* Orders with custom hot stamps are non-cancelable

Schaefer Plastics North America, LLC

10301 Westlake Dr
Charlotte, NC 28273
USA
Phone: (704) 588-2150



QUOTATION

Quote #: 034646-7

Requested by: Andrew Cook, Operations Manager

Date: 12/29/2025

Agreed and accepted by:

Stephen Redfern

Stephen Redfern
Sr. Director, Municipal Sales
and Sales Operations

12/29/2025

Date

Name & Title

Date

Schaefer Plastics agrees to comply with all Recycling Partnership guidelines, including the use of donated resin provided by The Dow Chemical Company. Schaefer Plastics will produce recycling carts for the City of Fayetteville at a reduced price, reflecting a net cost savings substantially equal to the value of the donated resin.

Schaefer Plastics will work with The Recycling Partnership and The Dow Chemical Company to establish the value of the donated resin. This value will be calculated based on the total resin weight, minus the 5% post-consumer resin (PCR) requirement, colorant, and cart-grade PCR. The resulting savings to the City of Fayetteville will be reflected as a credit on the final invoice.

All sales transactions are subject to Schaefer Plastics North America, LLC. – General Terms and Conditions of Purchase in effect at the time of sale, published on our websites: <https://schaeferwaste.com>.

* Assembly is required for wheels and axles unless assembly and distribution is being completed by Schaefer

* Orders with custom hot stamps are non-cancelable



MEETING OF JANUARY 20, 2026

TO: Mayor Rawn and City Council
THROUGH:
FROM: Steven Dotson, Chief Financial Officer
SUBJECT: **ARPA Budget Reallocation**

RECOMMENDATION:

Staff recommends that City Council commit \$3,750.00 in returned ARPA funds to the City Childcare Assistance Program and approve a budget adjustment.

BACKGROUND:

The City of Fayetteville was awarded \$17.9 million in American Rescue Plan Act funding to assist in responding to the negative effects of the COVID-19 pandemic. The City has established a number of projects to address the effects of the COVID-19 pandemic throughout the City. From 2022 through 2025, City Council passed a number of resolutions to approve a total of \$2,230,360.00 (including allocated interest) to fund a City Childcare Assistance program. Although City funds generally could not be used for this purpose, the American Rescue Plan Act regulations allow this as a qualified use of funds under the ARPA award.

DISCUSSION:

Northwest Arkansas Continuum of Care submitted a request for funding under the ARPA program as a subrecipient to operate a program to provide housing aid to residents of Fayetteville. Amendment #2 de-obligated and released \$3,750.00 back to the City. Staff is requesting that funding be reallocated to the City Childcare Assistance Program.

BUDGET/STAFF IMPACT:

With the approval of this resolution and budget adjustment, the new total ARPA award to be allocated to the City Childcare Assistance Program would be \$2,234,110.00.

ATTACHMENTS: 3. Staff Review Form, 4. Budget Adjustment



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2025-2818

A RESOLUTION TO COMMIT \$3,750.00 IN RETURNED AMERICAN RESCUE PLAN ACT FUNDS TO THE CHILDCARE ASSISTANCE PROGRAM, AND TO APPROVE A BUDGET ADJUSTMENT

WHEREAS, the City of Fayetteville was awarded \$17.9 million in American Rescue Plan Act (ARPA) funding to assist in responding to the negative effects of the COVID-19 pandemic; and

WHEREAS, beginning in 2021, the City established a number of projects to address the effects of the COVID-19 pandemic throughout the City including assistance to nonprofit organizations, vaccine incentives, workforce training, development programs, floodplain conservation, a childcare assistance program, funding to provide new ambulances to the regional ambulance authority, and programs to address housing instability in Fayetteville; and

WHEREAS, on June 18, 2024, the City Council passed Resolution 168-24 that committed the remaining ARPA funds to the Childcare Assistance Program; and

WHEREAS, Northwest Arkansas Continuum of Care submitted a request for funding under the ARPA program as a subrecipient to operate a program to provide housing aid to residents of Fayetteville but, pursuant to Amendment #2, has de-obligated and released \$3,750.00 back to the City and staff is requesting that funding be reallocated to the City Childcare Assistance Program.

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 commits \$3,750.00 in returned American Rescue Plan Act funds to the Childcare Assistance Program.

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

2025-2818

Item ID

1/20/2026

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

Steve Dotson

12/30/2025

CHIEF FINANCIAL OFFICER (110)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends that City Council commit \$3,750.00 in returned ARPA funds to the City Childcare Assistance Program and approve a budget adjustment.

Budget Impact:

2246.800.9721-5315.00

ARPA

Account Number

Fund

20023.2021

ARPA Childcare Assistance Program

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 1,899,381.00

Expenses (Actual+Encum)

\$ 1,388,029.71

Available Budget

\$ 511,351.29

Does item have a direct cost? No

Item Cost

\$ -

Is a Budget Adjustment attached? Yes

Budget Adjustment

\$ 3,750.00

Remaining Budget

\$ 515,101.29

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:

Budget Year	Division	Adjustment Number
2025	CHIEF FINANCIAL OFFICER (110)	
	Requestor: Steve Dotson	

Staff recommends that City Council commit \$3,750.00 in returned ARPA funds to the City Childcare Assistance Program and approve a budget adjustment.

	COUNCIL DATE:	1/20/2026
	ITEM ID#:	2025-2818
	Holly Black	
	12/30/2025 8:38 AM	
	Budget Division	Date
	TYPE:	D - (City Council)
	JOURNAL #:	
	GLDATE:	
	CHKD/POSTED:	/
RESOLUTION/ORDINANCE		

v.2025125



MEETING OF JANUARY 20, 2026

TO: Mayor Rawn and City Council
THROUGH: Brad Hardin, Fire Chief
FROM: Granville Wynn, Fire Operations Manager
SUBJECT: **Mayor's Approval and Signature of Agreement with Nikki Penn Counseling and Consulting PLLC for Mental Wellness Program for Fayetteville Fire Department**

RECOMMENDATION:

Staff requests a bid waiver and the Mayor's approval and signature on a Services Agreement between Nikki Penn Counseling and Consulting PLLC (Penn Counseling) and the City of Fayetteville Fire Department to provide a Mental Wellness Program at a cost of \$75,000.00 for 2026 with the option to automatically renew for up to four (4) additional years.

BACKGROUND:

Per the Fayetteville Fire Department Wellness Program Administrative Policy, the behavioral health of members is considered as important as physical health. Physical fitness is a balance between good health, strength, fitness, and durability, while behavioral wellness involves a person's thoughts, feelings, and behavior. Members who balance their physical, behavioral, and emotional fitness tend to fare better in life. Challenges such as substance abuse, death of a loved one, financial distress, marital and family problems affect personnel both on and off the job. If their ability to cope with these challenges is compromised, firefighters are less able to deal with these stresses and their mental and emotional health suffer. A comprehensive mental wellness program such as the one provided by Penn Counseling teaches individuals how to engage in daily practices that help them cope with the stressors within the fire service while also maximizing their body and mind wellness.

DISCUSSION:

Nikki Penn Counseling and Consulting PLLC is trained specifically in working with emergency responders and provides these types of services to other fire departments. This Mental Wellness Program will include peer support with quarterly meetings with Continuing Education training, mental fitness checkups, and one departmental class offered six times to meet shift needs.

BUDGET/STAFF IMPACT:

Funds are available in the approved Budget and Work Program for this expenditure.

ATTACHMENTS: 3. Staff Review Form, 4. Contract, 5. Appendix A Contract Proposal, 6. Appendix B Certificate of Liability NPCAC



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2025-2516

A RESOLUTION TO APPROVE A CONTRACT WITH NIKKI PENN COUNSELING AND CONSULTING PLLC TO PROVIDE A MENTAL WELLNESS PROGRAM FOR THE FAYETTEVILLE FIRE DEPARTMENT IN THE AMOUNT OF \$75,000.00 PER YEAR WITH AUTOMATIC RENEWALS FOR UP TO FOUR ADDITIONAL YEARS

WHEREAS, per the Fayetteville Fire Department Wellness Program Administrative Policy, the behavioral health of members is considered as important as physical health; and

WHEREAS, physical fitness is a balance between good health, strength, fitness, and durability, while behavioral wellness involves a person's thoughts, feelings, and behavior; and

WHEREAS, members who balance their physical, behavioral, and emotional fitness tend to fare better in life and a comprehensive mental wellness program teaches individuals how to engage in daily practices that help them cope with the stressors within the fire service while also maximizing their body and mind wellness; and

WHEREAS, Nikki Penn Counseling and Consulting PLLC offers a comprehensive mental wellness program that teaches individuals how to engage in daily practices to help them cope with the stressors within the fire service while also maximizing their body and mind wellness; and

WHEREAS, pursuant to Ark. Code Ann. § 19-61-103(14)(H), "fees, including medical fees and physician fees" are exempt from competitive bidding requirements.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes Mayor Rawn to sign a Services Agreement with Nikki Penn Counseling and Consulting PLLC to provide a mental wellness program for the Fayetteville Fire Department in the amount of \$75,000.00 per year with automatic renewals for up to four additional years.

City of Fayetteville Staff Review Form

2025-2516

Item ID

1/6/2026

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

Brad Hardin

11/21/2025

FIRE (300)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff requests the Mayor's approval and signature on a Services Agreement between Nikki Penn Counseling and Consulting PLLC (Penn Counseling) and the City of Fayetteville Fire Department to provide a Mental Wellness Program at a cost of \$75,000.00

Budget Impact:

1010.300.3020-5314.00

General

Account Number

Fund

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 180,700.00

Expenses (Actual+Encum)

\$ -

Available Budget

\$ 180,700.00

Does item have a direct cost? Yes

Item Cost

\$ 75,000.00

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ 105,700.00

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:



This contract executed this _____ day of _____, 2025, between the City of Fayetteville, Arkansas (CITY), of 113 W. Mountain St., Fayetteville, AR 72701 and Nikki Penn Counseling & Consulting PLLC (Penn Counseling) of 1275 E. College Street, Batesville, AR 72501 (the "Parties"), in consideration of the mutual covenants contained herein, the Parties agree as follows:

1. **Purpose:** The purpose of this Contract is to establish the terms under which **PENN COUNSELING** will design, oversee, and support mental health and wellness programming, peer support program oversight, firefighter family wellness initiatives, mental fitness check-ins, department education, and related consultative services for the Fayetteville Fire Department (the "Project"), as defined by Appendix A, Contract Proposal.
2. **Contract Documents:** The Contract documents which comprise the contract between the City and **PENN COUNSELING** consist of this Contract and the following documents attached hereto, and made a part hereof:
 - a. Appendix A: **PENN COUNSELING's** proposal
 - b. Appendix B: **PENN COUNSELING's** Certificate of Insurance
3. **City's Responsibilities:**
 - a. The City shall make available to **PENN COUNSELING**, all relevant information or data it has pertinent to the Project which is required by **PENN COUNSELING** to perform the Services. **PENN COUNSELING** shall be entitled to rely upon the accuracy and completeness of all information and data furnished by the City, including information and data originating with other consultants employed by the City whether such consultants are engaged at the request of **PENN COUNSELING** or otherwise.
 - b. When requested by **PENN COUNSELING**, the City may engage specialist consultants directly to perform items of work necessary to enable **PENN COUNSELING** to carry out the Services. Whether arranged by the City or **PENN COUNSELING**, these services shall be deemed to be provided under direct contracts to the City unless expressly provided otherwise. If the City chooses not to engage specialist consultants, then the Parties will work cooperatively to modify the scope of services to reflect any reductions or additions to the services to be provided by **PENN COUNSELING**.
 - c. The City shall give prompt consideration to all documentation related to the Project prepared by **PENN COUNSELING** and whenever prompt action is necessary shall inform **PENN COUNSELING** of City's decisions in such reasonable time so as not to delay the schedule for providing the Services.

- d. The City's Fire Chief is the project representative with respect to the services to be performed under this Agreement. The Fire Chief 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, under this Agreement.

4. PENN COUNSELING Responsibilities:

- a. **PENN COUNSELING** shall furnish the necessary qualified personnel to provide the Services. **PENN COUNSELING** represents that it has access to the experience and capability necessary to and agrees to perform the Services with the reasonable skill and diligence required by customarily accepted professional practices and procedures normally provided in the performance of the Services at the time when and the location in which the Services were performed. This undertaking does not imply or guarantee a perfect Project and in the event of failure or partial failure of the product or the Services, **PENN COUNSELING** will be liable only for its failure to exercise diligence, reasonable care, and professional skill. This standard of care is the sole and exclusive standard of care that will be applied to measure **PENN COUNSELING's** performance.
- b. **PENN COUNSELING** agrees that it shall provide the professional services listed in Appendix A as well as or including but not limited to the following:

i. Program Administration and Leadership

- Implement and manage department-wide mental health and wellness programming
- Direct, coordinate, and support the administration and operation of psychological wellness initiatives and related expenditures
- Oversee the structure, goals, and implementation of the Department's Peer Support Program
- Provide ongoing guidance, supervision, and resource support to Peer Support Team members
- Train new Peer Support Team members and assist with continuing education opportunities
- Maintain program materials and wellness literature

ii. Critical Incident Support

- Facilitate access to appropriate mental health support following critical incidents
- Provide a culturally competent mental health clinician for non-clinical, non-diagnostic supportive debriefs within one week of an event
- Review emotionally challenging calls and communicate needs or recommendations to the Peer Support Team Lead as appropriate
- Oversee critical incident intervention procedures and follow-up processes

iii. Wellness, Prevention and Education

- Provide annual confidential mental fitness check-ins for firefighters and administration. These check-ins are not counseling, psychotherapy, or diagnostic assessments
 - Develop and deliver mental health and wellness education, including in-service training, written materials, and prevention initiatives
 - Oversee and enhance wellness initiatives for firefighter spouses and families
 - Support early identification of stress reactions and facilitate timely connection to appropriate resources
 - Provide a sleep support program utilizing available Employee Assistance Program (EAP) resources
 - Conduct station visits as needed to maintain rapport and accessibility
 - Maintain expert-level knowledge in the field of emergency responder psychology and advise administration as requested
- iv. Community and Professional Collaboration
- Maintain partnerships with external providers and a vetted list of mental health professionals for referrals
 - Coordinate with outside professionals, contractors, or specialists engaged in wellness programming at the Department's request

c. **PENN COUNSELING** shall **not** provide the following services as part of this Contract:

- Fit-for-duty evaluations
- Return-to-duty evaluations
- Psychological testing
- Employment suitability evaluations
- Clinical diagnosis, treatment, or counseling unless separately contracted outside this Agreement
- Recommendations regarding personnel decisions

Nothing in this Agreement shall prohibit PENN COUNSELING from providing clinical diagnosis, treatment, counseling, or related services to individuals outside the scope of this Agreement, including through insurance, employee assistance programs (EAPs), or other separate arrangements.

5. Non-Assignment: **PENN COUNSELING** shall not assign its duties under the terms of this agreement without prior written consent of the City.

6. Indemnification and Hold Harmless:

- a. **PENN COUNSELING** agrees to hold the City harmless, indemnify, and defend the City against any and all claims for property damage, personal injury or death, arising from **PENN COUNSELING's** performance under this contract. This clause shall not, in any form or manner, be construed to waive that tort immunity set forth under Arkansas Law.

- b. As the City's sole and exclusive remedy under this contract any claim, demand or suit shall be directed and/or asserted only against **PENN COUNSELING** and not against any of **PENN COUNSELING's** employees, officers or directors. Neither the City nor **PENN COUNSELING** shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected to this contract or the performance of the services on this project. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, loss of income, unrealized energy savings, diminution of property value or loss of reimbursement or credits from governmental or other agencies.

7. Insurance:

- a. **PENN COUNSELING** shall furnish a certificate of insurance addressed to the City within ten (10) calendar days after contract finalization, presenting insurance which shall be maintained throughout the term of the Contract. If applicable, **PENN COUNSELING** shall require any subcontractor to provide insurance. In the event any employee engaged in work on the project under this contract is not protected under Worker's Compensation insurance, **PENN COUNSELING** shall provide and shall cause each subcontractor to provide adequate employer's liability insurance for the protection of such of their employees are not otherwise protected. Worker's Compensation coverage shall be applicable with state law.
 - i. **PENN COUNSELING** shall carry the following coverages, at minimum:
 - 1. Worker's Compensation Insurance – Statutory Amount
 - 2. Automotive Insurance covering all vehicles and trailers, if applicable
 - 3. Professional Liability - \$1,000,000 each occurrence, \$3,000,000 aggregate
 - ii. Certificates of Insurance shall list the City as an additional insured. Listing the CITY as a Certificate Holder only is NOT an acceptable substitute. Certificates of Insurance must include the endorsement(s) showing the City listed as an additional insured.

8. Price:

- a. **PENN COUNSELING** shall perform the services included in this proposal, for one year with the option to automatically renew for up to four (4) additional years, using the fee breakdown for services and purchases as identified in Appendix A.
 - i. Additional services requested that fall outside the scope of this project shall be provided on a time-and-materials basis, subject to pre-approval.

9. Payments:

- a. Payments shall be made after approval and acceptance of each itemized invoice, which shall not be unreasonably withheld.
- b. Unless disputed by the City, payments shall be made **30 calendar days after acceptance of invoice**. Electronic funds transfer is preferred.

10. Terms: This contract shall be effective on January 1, 2026, conditioned on its approval by the Fayetteville City Council, and shall continue through December 31, 2026. The contract shall be automatically renewable for up to four (4) annual, automatic renewals for a possible contract term of five (5) years.

11. Ownership of Documents:

- a. All documents provided by the City are and remain the property of the City. **PENN COUNSELING** may retain copies of documents.
- b. **PENN COUNSELING** shall retain its rights in its standard document 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 **PENN COUNSELING**.

12. Independent Contractor: **PENN COUNSELING** is an independent contractor of the City and shall maintain complete responsibility for applicable state or federal law on necessary licensures, professional liability coverage, unemployment insurance, withholding taxes, social security, or other industrial, labor or discrimination law for its employees. **PENN COUNSELING** is responsible for its agents, sub-consultants, methods, and operations.

13. 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, e-mail or fax (receipt confirmed), or overnight courier.

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

15. Confidentiality: **PENN COUNSELING** will strictly adhere to all applicable laws and ethical standards governing confidentiality of mental health information. **PENN COUNSELING** shall not release identifying information, content of conversations, or mental fitness check-in information to the City without written consent of the individual. **PENN COUNSELING** shall not maintain confidential employee information on City-owned servers or shared platforms or share protected health information (PHI) through City systems. However, **PENN COUNSELING** may provide non-identifying, aggregate-level data or general observations related to program effectiveness, training needs, or department-wide wellness trends.

16. Termination: This Contract may be terminated by the City or **PENN COUNSELING** for any reason with thirty (30) days written notice. If either party breaches this agreement, the non-defaulting party may terminate

this Agreement after giving seven (7) days' notice to remedy the breach. On termination of this agreement, the City shall pay **PENN COUNSELING** for the services performed through the date of termination within thirty (30) days of acceptance of final invoice.

17. Changes in Scope or Price: Changes, modifications, or amendments in scope, to this contract shall not be allowed without a prior formal contract amendment approved by the City **in advance** of the change in scope. A maximum of two percent (2%) annual increase shall be allowed without a formal contract amendment. Increases shall be agreed upon by June 30th for the following year. No modification of this contract shall be binding unless made in writing and executed by both parties.
18. Applicable Law: This Agreement shall be governed by and construed in accord with the laws of the State of Arkansas. Venue for all legal disputes shall be Washington County, Arkansas.
19. Contract Administration: The Mayor or their Designated Representative shall be the Contract Administrator for this contract. **PENN COUNSELING's** Principal or their Designated Representative shall be the primary contact for all matters pertaining to this contract.
20. Professional Responsibility: **PENN COUNSELING** shall exercise reasonable skill, care, and diligence in the performance of services and will carry out its responsibilities in accordance with customarily accepted professional practices.
21. Availability and Performance: **PENN COUNSELING** shall make reasonable efforts to be available to administration, firefighters, and staff during mutually-agreed times, provide timely support following critical incidents, deliver scheduled trainings and meetings, and maintain open communications with the Fayetteville Fire Department's designated point of contract.
22. Permits & Licenses: **PENN COUNSELING** shall secure and maintain any and all permits and licenses required to complete this Contract. **PENN COUNSELING** further agrees that it shall maintain an active Arkansas mental health license and EMDR certification, participate in required continuing education, and maintain compliance with all applicable laws, rules and ethical standards.
23. Entire Agreement: These Contract documents constitute the entire agreement between the City and **PENN COUNSELING** and may be modified only by a duly executed written instrument signed by the City and **PENN COUNSELING**. In the event of a conflict between the terms of this Contract and the appendices, this Contract shall control.
24. Force Majeure: Any default in the performance of this Agreement caused by any of the following events and without fault or negligence on the part of the defaulting party shall not constitute a breach of contract: labor strikes, riots, war, acts of governmental authorities, unusually severe weather conditions or other natural catastrophe, disease, epidemic or pandemic, or any other cause beyond the reasonable control or

contemplation of either party. Nothing herein relieves the City of its obligation to pay **PENN COUNSELING** for services actually rendered.

25. Severability: In the event that any court of competent jurisdiction shall determine that any provision of this agreement shall be unenforceable, then that provision shall be deemed to be null and void and the remaining provisions hereof shall remain in full force and effect.

26. Debarment Certification: **PENN COUNSELING** hereby provides debarment/suspension certification indicating compliance with the below Federal Executive Order. Federal Executive Order (E.O.) 12549 "Debarment and Suspension" requires that all contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government. **PENN COUNSELING** hereby attests its principal is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

IN WITNESS WHEREOF, **CITY OF FAYETTEVILLE, ARKANSAS** by and through its Mayor, and **Nikki Penn Counseling and Consulting PLLC** by its authorized officer has made and executed this Agreement as of the day and year first above written.

CITY OF FAYETTEVILLE, ARKANSAS

By: _____
MOLLY RAWN, MAYOR

ATTEST:

By: _____
Kara Paxton, City Clerk

Date Signed: _____

NIKKI PENN COUNSELING AND CONSULTING PLLC

By:  _____
Name

Date Signed: 11/25/25



870-793-0071
npenn@nikkipenn.com

Fayetteville Fire Department Mental Wellness Unit Coordinator

Position: Contract Provider
Department: Fire Department
Contract Length: January 1, 2026- December 31, 2026
Contract Cost: \$75,000.00
Date Prepared: 11-20-25

GENERAL DESCRIPTION OF POSITION

The provider is responsible to implement and perform a wide range of specialized programming in an effort to provide a department-wide holistic approach to fire department mental health wellness and awareness.

ESSENTIAL DUTIES AND RESPONSIBILITIES

1. Provide consistent and effective interactions to foster positive relationships with firefighters, administration, staff, and others outside of the department that are instrumental in meeting our goals.
2. Directs and manages the administration, operation, and coordination of psychological wellness programming, services and referrals, and associated expenditures.
3. Oversee the design, implementation, and goals of the department's essential peer support program.
4. Provide consistent support and guidance for the peer support group to help ensure each group member feels supported, resourced, and guided to make the right decisions in peer support interactions.
5. Train new peer support members.
6. Ensure timely access to professional mental health support following critical incidents to promote recovery and resilience among personnel.
7. Oversee implementation of department strategies for early intervention of firefighter/staff stress management, resilience, and suicide prevention.
8. Provide a culturally competent mental health clinician for debriefs within a week of an event.
9. Oversee department policy and procedure of critical incident intervention and follow up.
10. Review the emotionally charged calls each day or as system allows and follow up with the team lead of the peer support team as needed.
11. Provide mental health education department wide through materials and in-service trainings.
12. Provide confidential mental health check-ups and resources to firefighters/administration yearly.
13. Oversee the design and content of program literature and wellness materials.
14. Build community partnerships within the field of mental health and wellness in an attempt to maintain a master list of approved, interviewed, and effective mental health professionals for regular referral of personnel and staff when needed.

15. Oversee the implementation and development of wellness programming aimed at the engagement of the firefighter spouse and family as to support wellness of the department and firefighter family.
16. Plans, organizes and directs the work of outside psychologists, clinical social workers, contractors, and support staff enlisted and engaged in the department's various psychological services and wellness programs.
17. Continue a culture of confidentiality, so needed resources are accessible and more effective for firefighters and administration.
18. Make station visits as needed in efforts to stay connected with each station/tour.
19. Provide a sleep program for interested firefighters struggling with insomnia utilizing EAP resources.
20. Support early identification of stress and connect individuals with appropriate resources.
21. Stay updated and provide administration with knowledge of the field of emergency responder psychology including areas of treatment, training, research, consultation, and program development; and of the principles, current practices, and techniques of counseling and clinical psychology as needed.
22. Support personnel in connecting with appropriate mental health resources to ensure timely and effective care.
23. Communicate clearly and concisely with staff, and encourage staff to maintain open communication.

EDUCATION AND EXPERIENCE

Master's degree in Psychology (clinical or counseling) Clinical Social Work, or equivalent degree in related human services field from an accredited university or college with 12+ years of training and experience in the culture of emergency responders.

CERTIFICATES, LICENSES, REGISTRATIONS

Licensed as a mental health professional with 25+ years of experience. EMDR certified.

PUBLIC CONTACT

Contact with the public as needed.

EMPLOYEE CONTACT

Regularly available to staff, administration, and firefighters.

USE OF MACHINES, EQUIPMENT AND/OR COMPUTERS

Must be proficient in the use of a personal computer, Microsoft Office Suite, Adobe Photoshop, and standard office equipment.

OTHER SKILLS AND ABILITIES

Ability to utilize both internal and external resources to obtain information and data necessary to carry out routine assignments and special projects. Must have ability to establish and maintain effective working relationships with management and staff.

The provider should possess a thorough knowledge of mental health issues, principles, practices, methods, and theories. The provider must have good verbal and written communication skills as well as good organizational skills. Problem solving and analytical ability are required to perform duties of this position.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**LIABILITY COVERAGE ENHANCEMENT**

This endorsement modifies and is subject to the insurance provided under the following:

ALLIED HEALTHCARE PROVIDERS PROFESSIONAL AND SUPPLEMENTAL LIABILITY INSURANCE POLICY

Following is a summary of the Limits of Liability and additional coverages provided by this endorsement. For complete details on specific coverages, refer to the endorsement wording below.

SCHEDULE

Limits of Liability	\$1,000,000 Each Occurrence	\$3,000,000 Aggregate
Coverage Application	Page #	
General Liability	1	
Fire and Water Legal Liability	1	
Personal Liability	2	

Coverage provided herein is on an occurrence basis and will only apply to **injury or damage** caused by **occurrences** which happen on or after the effective date indicated in the Declarations, and prior to the policy's expiration, as indicated in the Declarations.

I. COVERAGE**A. General Liability**

We will pay all amounts which **you** become legally obligated to pay, including **host liquor liability** and **products liability**, as a result of **injury or damage** to which this insurance applies.

B. Fire and Water Legal Liability

With respect to the **insured's** legal liability for **damage** to property which the **insured** does not own or have financial interest in, caused by:

1. Fire;
2. Discharge, leakage or overflow of water or steam from a plumbing, heating, refrigeration or air conditioning system; or
3. Rain which enters directly into the building through open doors, windows, skylights, transoms or ventilators; provided:
 - a. The **damage** is caused by an **occurrence** that happens anywhere in the world, including the workplace, during the policy period; and
 - b. The **insured** has not assumed liability under a contract or agreement that is greater than imposed by law.

The most we will pay for all occurrences under this coverage is \$250,000. This limit is included within and not in addition to the limits shown in the endorsement **SCHEDULE**.

Philadelphia Indemnity Insurance Company

Locations Schedule

The following locations are covered under the Liability Coverage Enhancement PI-PHCP-011 (07/10)

Policy Number 020493

Location No.	Address
1.	1275 E. College Street Batesville, AR 72501
2.	2890 Walnut Street Rogers, AR 72756
3.	425 W. Broadway North Little Rock, AR 72114



MEETING OF JANUARY 20, 2026

TO: Mayor Rawn and City Council

THROUGH:

FROM: Mike Reynolds, Police Chief
Brad Hardin, Fire Chief

SUBJECT: Purchase radio equipment for Police and Fire radio replacement

RECOMMENDATION:

Staff recommends approval of a resolution and request to waive competitive bidding to authorize the purchase of radio equipment from Motorola Solutions Inc. in the amount of \$2,561,648.79.

BACKGROUND:

The majority of the police and fire department radios were purchased in 2011 as part of the City's radio system implementation. These radios are no longer covered by manufacturer maintenance agreements, and replacement parts are increasingly obsolete, difficult to obtain, and costly. In some cases, repairs are no longer possible. As a result, staff is implementing a multi-year plan to replace aging radio equipment to ensure reliable communications for our first responders.

DISCUSSION:

This project includes the replacement of 177 police portable radios, 80 fire portable radios, and 29 mobile radios, along with necessary accessories. The proposed portable radio is the Motorola APX N70, which is P25 Phase 2 compliant, ensuring compatibility with current and future radio systems used by our regional and mutual aid partners. This project also includes software that provides real-time location information to command staff and the Central Dispatch Center. This significantly improves the situational awareness, enhances coordination during critical incidents, and increases overall responder safety.

Investing in this replacement now will reduce long-term costs associated with equipment failures, emergency replacements, and operational downtime. Most importantly, it ensures reliable, high-quality communications that directly support responder safety and public safety operations. This upgrade aligns with the City's goals for technology modernization, operational resilience, and safety enhancement.

BUDGET/STAFF IMPACT:

Funding for this project was approved in the 2026–2030 Capital Improvements Plan. The radios include a seven-year manufacturer's warranty and five years of software services. The waiver of competitive bidding is authorized under Ordinance No. 4300, and pricing is based on the NASPO cooperative contract, which provides standardized and competitive pricing for this specialized equipment. The final subtotal before tax is \$2,334,076.35, which reflects the NASPO cooperative contract discount pricing as well as a bulk purchase discount which is saving the City more than \$1,000,000 off the list price. There is no staffing impact associated with this project.

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov

DIVISION	GL ACCOUNT	PROJECT	AMOUNT
POLICE	4470.200.8200-5210.00	20004.1	\$1,715,555.37
FIRE	4470.300.8300-5801.00	21001.1	\$846,093.43
TOTAL			\$2,561,648.79

ATTACHMENTS: 3. Civic Clerk Packet 2025-2832



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2025-2832

A RESOLUTION TO AUTHORIZE THE PURCHASE OF RADIO EQUIPMENT FROM MOTOROLA SOLUTIONS INC. IN THE AMOUNT OF \$2,561,648.79 PURSUANT TO A NASPO COOPERATIVE PURCHASING CONTRACT

WHEREAS, the majority of the police and fire department radios were purchased in 2011 as part of the City's radio system implementation; and

WHEREAS, these radios are no longer covered by manufacturer maintenance agreements; replacement parts are increasingly obsolete, difficult to obtain, and costly; and, in some cases, repairs are no longer possible; and

WHEREAS, staff is implementing a multi-year plan to replace aging radio equipment to ensure reliable communications for all first responders and funding for this project was approved in the 2026-2030 Capital Improvements Plan.

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 purchase of radio equipment from Motorola Solutions Inc. in the amount of \$2,561,648.79, pursuant to a NASPO cooperative purchasing contract.

City of Fayetteville Staff Review Form

2025-2832

Item ID

1/20/2026

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

Chief Mike Reynolds

12/31/2025

POLICE (200)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends approval of a resolution and request to waive competitive bidding to authorize the purchase of radio equipment from Motorola Solutions Inc. in the amount of \$2,561,648.79.

Budget Impact:

4470.200.8200-5210.00, 4470.300.8300-
5801.00

Sales Tax Capital Improvement

Account Number

Fund

20004.1 and 21001.1

Police/Fire Radio Replacement

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 2,658,253.57

Expenses (Actual+Encum)

\$ -

Available Budget

\$ 2,658,253.57

Does item have a direct cost? Yes

Item Cost

\$ 2,561,648.79

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ 96,604.78

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:



QUOTE-3403151
Fayetteville PD & FD: N70/N70XE,
APX1500/4500/6500 W/5 YR CCA

Billing Address:
FAYETTEVILLE, CITY OF
1800 N STEPHEN CARR
MEMORIAL BLVD
FAYETTEVILLE, AR 72701
US

Shipping Address:
ARKANSAS VALLEY
COMMUNICATIONS
1163 N RUPPLE RD
FAYETTEVILLE, AR 72704
US

Quote Date:12/30/2025
Expiration Date:02/27/2026
Quote Created By:
Heather Shipley
Director of Sales
heather@avc-wireless.com
479.970.2990

End Customer:
FAYETTEVILLE, CITY OF
Natisha Claypool
nclaypool@fayetteville-ar.gov
479.587.3562

Contract: 19860 - NASPO 00318
AGREEMENT: STATE OF ARKANSAS
Payment Terms:30 NET

Summary:

Any sales transaction resulting from Motorola's quote is based on and subject to the applicable Motorola Standard Terms and Conditions, notwithstanding terms and conditions on purchase orders or other Customer ordering documents. Motorola Standard Terms and Conditions are found at www.motorolasolutions.com/product-terms.

Tax estimated at 9.75%

Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
	APX™ N70	Fayetteville Police Department					
1	H35UCT9PW8AN	PORTABLE RADIO APX N70 7/800 MODEL 4.5	157		\$8,995.19	\$4,734.99	\$743,393.43
1a	BD00001AA	ADD: CORE BUNDLE	157				
1b	BD00037AA	ADD: AUDIO BUNDLE	157				
1c	QA09016AA	ADD: LTE FOR VERIZON LTE SERVICE	157				
1d	QA09030AB	ADD: MOTOROLA APX HOSTED RADIOCENTRAL*	157				
1e	QA03399AK	ADD: ENHANCED DATA	157				
1f	QA08676AA	ADD: ADAPTIVE SPEAKER VOLUME	157				
1g	QA09006AA	ADD: ADAPTIVE NOISE SUPPRESSION	157				



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Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 - #: 36-1115800

**MOTOROLA SOLUTIONS**

QUOTE-3403151
 Fayetteville PD & FD: N70/N70XE,
 APX1500/4500/6500 W/5 YR CCA

Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
1h	QA01833AH	ADD: EXTREME 1-SIDED NOISE REDUCTION	157				
1i	QA09028AA	ADD: VIQI VC RADIO OPERATION	157				
1j	H38DA	ADD: SMARTZONE OPERATION	157				
1k	Q361CD	ADD: P25 9600 BAUD TRUNKING	157				
1l	Q806CH	ADD: ASTRO DIGITAL CAI OPERATION	157				
1m	QA00580BA	ADD: TDMA OPERATION	157				
1n	H499KC	ENH: SUBMERSIBLE (DELTA T)	157				
1o	Q387CB	ADD: MULTICAST VOTING SCAN	157				
1p	Q629BD	SOFTWARE LICENSE ENH: AES ENCRYPTION AND ADP	157				
1q	QA09001AM	ADD: WIFI CAPABILITY	157				
1r	QA01648AA	ADD: HW KEY SUPPLEMENTAL DATA	157				
1s	QA08824AA	ALT: 3.0" HOLSTER	157				
2	PSV03S02465A	APX DMS PROVISIONING PD3*	1		\$0.00	\$0.00	\$0.00
3	PSV01S02944A	PROVISIONING SUPPORT	1		\$0.00	\$0.00	\$0.00
4	PMNN4816A	PORTABLE RADIO BATTERY IMPRES 2 LI-ION IP68 3200T	157		\$225.50	\$164.62	\$25,845.34
5	PMMN4141A	PORTABLE RSM XVP750, IP68, WITH KNOB	157		\$543.13	\$396.48	\$62,247.36
6	PMPN4604A	CHARGER, DESKTOP SINGLE UNIT IMPRES 2 FAST, US/NA	157		\$221.64	\$161.80	\$25,402.60
7	PMPN4591B	CHARGER, DESKTOP MULTI UNIT IMPRES 2, 6 DISPLAY, US	2		\$1,925.24	\$1,405.43	\$2,810.86
8	LSV01S03061A	APX N70 DMS ESSENTIAL W ACC DMG	157	7 YEARS	\$837.65	\$837.65	\$131,511.05
9	LSV01S03082A	RADIOCENTRAL PROGRAMMING	157	5 YEARS	\$160.20	\$160.20	\$25,151.40



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QUOTE-3403151
Fayetteville PD & FD: N70/N70XE,
APX1500/4500/6500 W/5 YR CCA

Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
10	SSV01S01407A	SMARTPROGRAMMING	157	5 YEARS	\$375.00	\$375.00	\$58,875.00
11	SSV01S01406A	APX NEXT SMARTCONNECT SUBSCRIPTION	157	5 YEARS	\$375.00	\$375.00	\$58,875.00
12	SSV01S01907A	SMARTMAPPING	157	5 YEARS	\$375.00	\$375.00	\$58,875.00
13	SSV01S01476A	SMARTLOCATE	157	5 YEARS	\$375.00	\$375.00	\$58,875.00
14	PSV01S02940A	SMARTMAPPING ENABLEMENT	1		\$0.00	\$0.00	\$0.00
	APX™ N70	APX N70					
15	H35UCT9PW8AN	N70 W/AES & MultiKey	20		\$10,149.19	\$5,504.41	\$110,088.20
15a	H869DB	SOFTWARE LICENSE ENH: MULTIKEY	20				
15b	QA09016AA	ADD: LTE FOR VERIZON LTE SERVICE	20				
15c	QA09030AB	ADD: MOTOROLA APX HOSTED RADIOCENTRAL*	20				
15d	QA08676AA	ADD: ADAPTIVE SPEAKER VOLUME	20				
15e	QA09006AA	ADD: ADAPTIVE NOISE SUPPRESSION	20				
15f	QA01833AH	ADD: EXTREME 1-SIDED NOISE REDUCTION	20				
15g	QA03399AK	ADD: ENHANCED DATA	20				
15h	QA09001AM	ADD: WIFI CAPABILITY	20				
15i	QA09028AA	ADD: VIQI VC RADIO OPERATION	20				
15j	QA01648AA	ADD: HW KEY SUPPLEMENTAL DATA	20				
15k	H38DA	ADD: SMARTZONE OPERATION	20				
15l	Q361CD	ADD: P25 9600 BAUD TRUNKING	20				
15m	Q806CH	ADD: ASTRO DIGITAL CAI OPERATION	20				
15n	QA00580BA	ADD: TDMA OPERATION	20				
15o	Q173CA	ADD: SMARTZONE OMNILINK	20				
15p	QA08824AA	ALT: 3.0" HOLSTER	20				



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**MOTOROLA SOLUTIONS**

QUOTE-3403151
 Fayetteville PD & FD: N70/N70XE,
 APX1500/4500/6500 W/5 YR CCA

Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
15q	Q629BD	SOFTWARE LICENSE ENH: AES ENCRYPTION AND ADP	20				
16	PSV03S02465A	APX DMS PROVISIONING PD3*	1		\$0.00	\$0.00	\$0.00
17	PSV01S02944A	PROVISIONING SUPPORT	1		\$0.00	\$0.00	\$0.00
18	PMNN4816A	PORTABLE RADIO BATTERY IMPRES 2 LI-ION IP68 3200T	20		\$225.50	\$164.62	\$3,292.40
19	PMMN4141A	PORTABLE RSM XVP750, IP68, WITH KNOB	20		\$543.13	\$396.48	\$7,929.60
20	PMPN4604A	CHARGER, DESKTOP SINGLE UNIT IMPRES 2 FAST, US/NA	20		\$221.64	\$161.80	\$3,236.00
21	LSV01S03061A	APX N70 DMS ESSENTIAL W ACC DMG	20	7 YEARS	\$837.65	\$837.65	\$16,753.00
22	LSV01S03082A	RADIOCENTRAL PROGRAMMING	20	5 YEARS	\$160.20	\$160.20	\$3,204.00
23	SSV01S01407A	SMARTPROGRAMMING	20	5 YEARS	\$375.00	\$375.00	\$7,500.00
24	SSV01S01406A	APX NEXT SMARTCONNECT SUBSCRIPTION	20	5 YEARS	\$375.00	\$375.00	\$7,500.00
25	SSV01S01476A	SMARTLOCATE	20	5 YEARS	\$375.00	\$375.00	\$7,500.00
26	SSV01S01907A	SMARTMAPPING	20	5 YEARS	\$375.00	\$375.00	\$7,500.00
27	PSV01S02940A	SMARTMAPPING ENABLEMENT	1		\$0.00	\$0.00	\$0.00
28	PMLN8334A	PORTABLE ACCESSORY, GCAI MINI TO GCAI ADAPTER	20		\$199.00	\$145.27	\$2,905.40
29	PMLN8342A	EARPIECE, 2-WIRE, MIC, PTT & PROG. BUTTON, G MINI	177		\$116.00	\$84.68	\$14,988.36
APX™ 1500 Enhanced							
30	M36URS9PW1BN	MOBILE RADIO APX1500 ENHANCED 7/800 MHZ	20		\$6,099.42	\$3,578.14	\$71,562.80
30a	QA01648AA	ADD: HW KEY SUPPLEMENTAL DATA	20				
30b	G831AD	ADD: SPKR 15W WATER RESISTANT	20				



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**MOTOROLA SOLUTIONS**

QUOTE-3403151
 Fayetteville PD & FD: N70/N70XE,
 APX1500/4500/6500 W/5 YR CCA

Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
30c	GA00235AA	ADD: NO GPS ANTENNA NEEDED APX	20				
30d	G66BF	ADD: DASH MOUNT O2 APXM	20				
30e	GA00580AA	ADD: TDMA OPERATION	20				
30f	QA02756AD	ADD: 3600 OR 9600 TRUNKING BAUD SINGLE SYSTEM	20				
30g	GA00804AA	ADD: APX O2 CH (GREY)	20				
30h	G444AH	ADD: APX CONTROL HEAD SOFTWARE	20				
30i	QA03399AA	ADD: ENHANCED DATA APX	20				
30j	W22BA	ADD: STD PALM MICROPHONE APX	20				
30k	QA09113AB	ADD: BASELINE RELEASE SW	20				
30l	G193AK	ADD: ADP ONLY (NON-P25 CAP COMPLIANT) (US ONLY)	20				
30m	G174AD	ADD: ANT 3DB LOW- PROFILE 762-870	20				
30n	HA00692AA	ADD: 7Y ESSENTIAL SERVICE LTM	20				
31	LSV00Q00202A	DEVICE PROGRAMMING	20		\$90.00	\$90.00	\$1,800.00
32	LSV00Q00203A	DEVICE INSTALLATION	20		\$340.00	\$340.00	\$6,800.00
	APX™ 4500 Enhanced						
33	M22URS9PW1BN	MOBILE RADIO APX4500 ENHANCED 7/800 MHZ	5		\$7,094.42	\$4,414.72	\$22,073.60
33a	QA01648AA	ADD: HW KEY SUPPLEMENTAL DATA	5				
33b	G831AD	ADD: SPKR 15W WATER RESISTANT	5				
33c	GA00580AA	ADD: TDMA OPERATION	5				
33d	G67DQ	ADD: REMOTE MOUNT O2 APXM	5				
33e	QA02812AE	ADD: P25 9600 TRUNKING W/ INTEROPERABILITY	5				



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**MOTOROLA SOLUTIONS**

QUOTE-3403151
 Fayetteville PD & FD: N70/N70XE,
 APX1500/4500/6500 W/5 YR CCA

Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
33f	GA01606AA	ADD: NO BLUETOOTH/ WIFI/GPS ANTENNA NEEDED	5				
33g	GA00804AA	ADD: APX O2 CH (GREY)	5				
33h	G444AH	ADD: APX CONTROL HEAD SOFTWARE	5				
33i	QA03399AA	ADD: ENHANCED DATA APX	5				
33j	W22BA	ADD: STD PALM MICROPHONE APX	5				
33k	QA09113AB	ADD: BASELINE RELEASE SW	5				
33l	G193AK	ADD: ADP ONLY (NON-P25 CAP COMPLIANT) (US ONLY)	5				
33m	G174AD	ADD: ANT 3DB LOW- PROFILE 762-870	5				
33n	HA00692AA	ADD: 7Y ESSENTIAL SERVICE LTM	5				
34	LSV00Q00202A	DEVICE PROGRAMMING	5		\$90.00	\$90.00	\$450.00
35	LSV00Q00203A	DEVICE INSTALLATION	5		\$480.00	\$480.00	\$2,400.00
	APX™ 6500 / Enh Series	ENHANCEDAPX6500					
36	M25URS9PW1BN	MOBILE RADIO APX6500 ENHANCED 7/800 MHZ	1		\$8,878.13	\$5,533.70	\$5,533.70
36a	QA01648AA	ADD: HW KEY SUPPLEMENTAL DATA	1				
36b	HA00695AA	ADD: 7Y ESSENTIAL W ACC DMG HTM	1				
36c	GA00580AA	ADD: TDMA OPERATION	1				
36d	G51AU	SOFTWARE LICENSE ENH: SMARTZONE OPERATION APX6500	1				
36e	G142AD	ADD: NO SPEAKER APX	1				
36f	G67DW	ADD: O2 MOTORCYCLE APXM	1				
36g	GA01606AA	ADD: NO BLUETOOTH/ WIFI/GPS ANTENNA NEEDED	1				



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**MOTOROLA SOLUTIONS**

QUOTE-3403151
 Fayetteville PD & FD: N70/N70XE,
 APX1500/4500/6500 W/5 YR CCA

Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
36h	G138AD	ADD: APX MOTORCYCLE CH SFWR	1				
36i	GA00804AA	ADD: APX O2 CH (GREY)	1				
36j	W620AE	ADD:NO MTRCYCLE ENCL NEEDED APX	1				
36k	G444AH	ADD: APX CONTROL HEAD SOFTWARE	1				
36l	QA03399AA	ADD: ENHANCED DATA APX	1				
36m	G806BL	SOFTWARE LICENSE ENH: ASTRO DIGITAL CAI OP APX	1				
36n	W22BB	ADD: STD PALM MICROPHONE APEX	1				
36o	QA09113AB	ADD: BASELINE RELEASE SW	1				
36p	G193AK	ADD: ADP ONLY (NON-P25 CAP COMPLIANT) (US ONLY)	1				
36q	G361AH	SOFTWARE LICENSE ENH: P25 TRUNKING SOFTWARE APX	1				
36r	G174AE	ADD: ANT 3DB LOWPRO MCYC 762-870	1				
37	LSV00Q00202A	DEVICE PROGRAMMING	1		\$90.00	\$90.00	\$90.00
38	LSV00Q00203A	DEVICE INSTALLATION	1		\$565.00	\$565.00	\$565.00
	APX™ N70	Fayetteville Fire Department					
39	H35UCT9PW8AN	PORTABLE RADIO APX N70 7/800 MODEL 4.5	80		\$9,849.19	\$5,358.41	\$428,672.80
39a	QA01427AM	ALT: APX N70 XE HOUSING GREEN	80				
39b	BD00001AA	ADD: CORE BUNDLE	80				
39c	BD00037AA	ADD: AUDIO BUNDLE	80				
39d	QA01833AH	ADD: EXTREME 1-SIDED NOISE REDUCTION	80				
39e	QA09006AA	ADD: ADAPTIVE NOISE SUPPRESSION	80				



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**MOTOROLA SOLUTIONS**

QUOTE-3403151
 Fayetteville PD & FD: N70/N70XE,
 APX1500/4500/6500 W/5 YR CCA

Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
39f	QA09016AA	ADD: LTE FOR VERIZON LTE SERVICE	80				
39g	QA09030AB	ADD: MOTOROLA APX HOSTED RADIOCENTRAL*	80				
39h	QA08676AA	ADD: ADAPTIVE SPEAKER VOLUME	80				
39i	H499KC	ENH: SUBMERSIBLE (DELTA T)	80				
39j	Q387CB	ADD: MULTICAST VOTING SCAN	80				
39k	QA09001AM	ADD: WIFI CAPABILITY	80				
39l	QA09028AA	ADD: VIQI VC RADIO OPERATION	80				
39m	QA02006AG	ADD: APX N70 XE M4.5 RUGGED RADIO	80				
39n	QA01648AA	ADD: HW KEY SUPPLEMENTAL DATA	80				
39o	H38DA	ADD: SMARTZONE OPERATION	80				
39p	QA03399AK	ADD: ENHANCED DATA	80				
39q	Q361CD	ADD: P25 9600 BAUD TRUNKING	80				
39r	Q806CH	ADD: ASTRO DIGITAL CAI OPERATION	80				
39s	QA00580BA	ADD: TDMA OPERATION	80				
39t	Q629BD	SOFTWARE LICENSE ENH: AES ENCRYPTION AND ADP	80				
39u	QA10097AA	ALT: CARRY ACCESSORY, 3.0-IN CLIP, APX N70 XE CLASSIC HOLSTER	80				
40	PSV03S02465A	APX DMS PROVISIONING PD3*	1		\$0.00	\$0.00	\$0.00
41	PSV01S02944A	PROVISIONING SUPPORT	1		\$0.00	\$0.00	\$0.00
42	PMNN4818A	BATT IMPRES 2 LIION TIA4950 IP68 3650T	80		\$270.00	\$197.10	\$15,768.00
43	PMMN4173A	XVE500M DIV 1 REMOTE SPEAKER MICROPHONE, HIGH IMPACT GREEN	80		\$800.00	\$584.00	\$46,720.00



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**MOTOROLA SOLUTIONS**

QUOTE-3403151
 Fayetteville PD & FD: N70/N70XE,
 APX1500/4500/6500 W/5 YR CCA

Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
		WITH KNOB, UL, GCAI MINI					
44	PMPN4604A	CHARGER, DESKTOP SINGLE UNIT IMPRES 2 FAST, US/NA	80		\$221.64	\$161.80	\$12,944.00
45	LSV01S03061A	APX N70 DMS ESSENTIAL W ACC DMG	80	7 YEARS	\$837.65	\$837.65	\$67,012.00
46	LSV01S03082A	RADIOCENTRAL PROGRAMMING	80	5 YEARS	\$160.20	\$160.20	\$12,816.00
47	SSV01S01407A	SMARTPROGRAMMING	80	5 YEARS	\$375.00	\$375.00	\$30,000.00
48	SSV01S01406A	APX NEXT SMARTCONNECT SUBSCRIPTION	80	5 YEARS	\$375.00	\$375.00	\$30,000.00
49	SSV01S01907A	SMARTMAPPING	80	5 YEARS	\$375.00	\$375.00	\$30,000.00
50	SSV01S01476A	SMARTLOCATE	80	5 YEARS	\$375.00	\$375.00	\$30,000.00
51	PSV01S02940A	SMARTMAPPING ENABLEMENT	1		\$0.00	\$0.00	\$0.00
	APX™ 4500 Enhanced						
52	M22URS9PW1BN	MOBILE RADIO APX4500 ENHANCED 7/800 MHZ	3		\$7,136.42	\$5,300.05	\$15,900.15
52a	QA01648AA	ADD: HW KEY SUPPLEMENTAL DATA	3				
52b	G831AD	ADD: SPKR 15W WATER RESISTANT	3				
52c	GA00580AA	ADD: TDMA OPERATION	3				
52d	G67DQ	ADD: REMOTE MOUNT O2 APXM	3				
52e	QA02812AE	ADD: P25 9600 TRUNKING W/ INTEROPERABILITY	3				
52f	GA01606AA	ADD: NO BLUETOOTH/ WIFI/GPS ANTENNA NEEDED	3				
52g	GA00804AA	ADD: APX O2 CH (GREY)	3				
52h	G444AH	ADD: APX CONTROL HEAD SOFTWARE	3				
52i	QA03399AA	ADD: ENHANCED DATA APX	3				
52j	W22BA	ADD: STD PALM MICROPHONE APX	3				



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 Fayetteville PD & FD: N70/N70XE,
 APX1500/4500/6500 W/5 YR CCA

Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
52k	QA09113AB	ADD: BASELINE RELEASE SW	3				
52l	G193AK	ADD: ADP ONLY (NON-P25 CAP COMPLIANT) (US ONLY)	3				
52m	G174AD	ADD: ANT 3DB LOW-PROFILE 762-870	3				
52n	G609AC	ADD: REMOTE MOUNT CABLE 50 FT APX	3				
52o	HA00692AA	ADD: 7Y ESSENTIAL SERVICE LTM	3				
53	LSV00Q00202A	DEVICE PROGRAMMING	3		\$90.00	\$90.00	\$270.00
	CommandCentral Aware						
54	PSV00S04009A	COMANDCENTRAL AWARE 4 HOURS VIRTUAL TRAINING	1		\$0.00	\$0.00	\$0.00
55	SSV00S04248A	SOFTWARE, AWARE LOCATION DEVICES	275	5 YEAR	\$0.00	\$0.00	\$0.00
56	SSV00S04179A	AWARE STANDARD	1	5 YEAR	\$50,825.00	\$50,825.00	\$50,825.00
57	PMKN4291A	CABLE, ASSEMBLY, GCAI MINI KEYLOADER CABLE	1		\$280.00	\$204.40	\$204.40
	Product Services						
58	LSV01Q00387A	SmartProgramming Firmware Updates 5 Year by AVC	1		\$625.00	\$625.00	\$625.00
	Product Services						
59	LSV00Q00202A	Unprogramming of 190 old radios	190		\$35.71	\$35.71	\$6,784.90
Subtotal							\$3,610,720.54

Estimated Tax

\$227,572.44

Grand Total**\$2,561,648.79(USD)****Pricing Metric :**

Price is indicative of the following -
 of Video Devices - 0
 of Location Devices - 275



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Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 - #: 36-1115800



MEETING OF JANUARY 20, 2026

TO: Mayor Rawn and City Council

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

FROM: Jessica Masters, Planning Director

SUBJECT: **RZN-2025-0046: Rezoning (2097 N. PENELOPE LN/HENBEST, 363): Submitted by BATES & ASSOCIATES for property located at 2097 N. PENELOPE LN. in WARD 4. The property is zoned R-A, RESIDENTIAL-AGRICULTURAL and RMF-24, RESIDENTIAL MULTI-FAMILY, 24 UNITS PER ACRE, and contains approximately 8.41 acres. The request is to rezone 2.58 acres of the property to R-A, RESIDENTIAL-AGRICULTURAL and 1.51 acres to RI-U, RESIDENTIAL INTERMEDIATE, URBAN.**

RECOMMENDATION:

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

BACKGROUND:

The subject property is located approximately ½ mile west of I-49, just south of W. Mount Comfort Road. While the overall property contains approximately 8.41 acres, the applicant requests to rezone a portion of the property to R-A, Residential-Agricultural, and another portion of the property to RI-U, Residential-Intermediate, Urban. Portions of the property are located within the floodplain, floodway, and the streamside protection zone.

Request: The request is to rezone a portion of the subject property from RMF-24, Residential Multi-Family, 24 Units Per Acre, to R-A, Residential Agricultural, and another portion of the property from R-A, Residential Agricultural to RI-U, Residential Intermediate, Urban.

Public Comment: Staff has received public comment in opposition to this request, with primary concerns centered around traffic impacts, negative environmental impacts, and safety concerns for nearby families with children.

Land Use Compatibility: Staff finds that the requested rezoning appears generally compatible with the surrounding area and existing land uses. The applicant proposes to rezone approximately 4 acres of an 8-acre parcel, which is currently split-zoned R-A (Residential-Agricultural) to the north and RMF-24 (Residential Multi-Family, 24 units/acre) to the south. Adjacent land uses include a recently developed single-family subdivision to the north, a cluster housing development zoned RI-U (Residential Intermediate–Urban) to the east, and a two-family residential development to the south. While the request could support a broader range of housing types consistent with nearby development patterns, staff notes concerns related to the environmental constraints of the site. A significant portion of the property lies within the floodplain, with some areas located in the floodway. These conditions, along with limited street access, restrict development potential, and present challenges for future infrastructure and site design. The proposed upzoning to RI-U, which does not include a

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov

prescribed density cap, may allow the applicant to concentrate development in less environmentally sensitive portions of the site, potentially improving feasibility while aligning with broader housing goals. However, the lack of direct street frontage to the area proposed for rezoning could pose access and connectivity issues, which may impact future development outcomes. Overall, the request presents both opportunities and challenges. While the rezoning could provide flexibility for compatible residential development, the site's environmental constraints and access limitations will need to be carefully considered as part of any future development plan. The property also has a high level of zoning entitlement on the southern portion of the property. On the balance of considerations, staff recommends denial of this request.

Land Use Plan Analysis: Staff finds the proposed rezoning to be consistent with the goals in City Plan 2040 and the property's future land use designation as Residential Neighborhood area, though inconsistent with the portion of the property that is designated as a "Natural" area. The applicant's decision to downzone a portion of the RMF-24 area to R-A indicates an attempt to acknowledge some portion of the ecologically sensitive areas on the property, but leaving a portion of the property as R-A rather than rezoning to RI-U would be more in line with the intent of the "Natural Area" designation. Given the future land use classification of this portion of the site, staff recommends denial of the request due to its overall inconsistent with that plan.

CITY PLAN 2040 INFILL MATRIX: City Plan 2040's Infill Matrix indicates a score of 3-5 for this site. The following elements of the matrix contribute to the score:

- Adequate Fire Response (Station #8, Deane Street)
- Near Sewer Main (8" and 10" adjacent to the property)
- Near Water Main (8" along Penelope Ln)
- Near City Park (Bryce Davis Park)
- Near Paved Trail (Hamestring Creek Park)

DISCUSSION:

At the October 13, 2025 Planning Commission meeting, a vote of 8-1-0 forwarded the request to City Council with a recommendation of approval. Commissioners found that the request was compatible with surrounding land uses. They also stated that though the property was largely encumbered by floodplain and had limited access, these were development-level details that were separate from the question of zoning. Commissioner Werner was opposed to the request, finding that the request was incompatible with the future land use designation of a Natural Area for the portion of the site in question. He also found that the overall property was still considerably developable by leaving the southern portion of the site zoned RMF-24. No members of the public spoke at the meeting. The applicant provided additional hard copy documents for the Planning Commission to consider that included a preliminary site plan and rebuttals to staff's memo; they are attached to this packet.

BUDGET/STAFF IMPACT:

N/A

ATTACHMENTS: 3. Staff Review Form, 4. Exhibit A, 5. Exhibit B, 6. Planning Commission Staff Report, 7. Additional Information - Concept Plan

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City of Fayetteville, Arkansas

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

Legislation Text

File #: 2025-2131

AN ORDINANCE TO REZONE THE PROPERTY DESCRIBED IN REZONING PETITION RZN 2025-46 FOR APPROXIMATELY 2.58 ACRES LOCATED AT 2097 NORTH PENELOPE LANE IN WARD 4 FROM R-A, RESIDENTIAL-AGRICULTURAL AND RMF-24, RESIDENTIAL MULTI-FAMILY, 24 UNITS PER ACRE TO RI-U, RESIDENTIAL INTERMEDIATE-URBAN

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby changes the zone classification of the property shown on the map (Exhibit A) and the legal description (Exhibit B) both attached to the Planning Department's Agenda Memo R-A, Residential-Agricultural and RMF-24, Residential Multi-Family, 24 Units Per Acre to RI-U, Residential Intermediate-Urban.

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

City of Fayetteville Staff Review Form

2025-2131

Item ID

11/4/2025

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

Jonathan Curth

10/17/2025

DEVELOPMENT REVIEW (630)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

RZN-2025-0046: Rezoning (2097 N. PENELOPE LN/HENBEST, 363): Submitted by BATES & ASSOCIATES for property located at 2097 N. PENELOPE LN. in WARD 4. The property is zoned R-A, RESIDENTIAL--AGRICULTURAL and RMF-24, RESIDENTIAL MULTI-FAMILY, 24 UNITS PER ACRE, and contains approximately 8.41 acres. The request is to rezone 2.58 acres of the property to R-A, RESIDENTIAL-AGRICULTURAL and 1.51 acres to RI-U, RESIDENTIAL INTERMEDIATE, URBAN.

Budget Impact:

Account Number

Fund

Project Number

Project Title

Budgeted Item? No

Total Amended Budget

\$ -

Expenses (Actual+Encum)

\$ -

Available Budget

\$ -

Does item have a direct cost? No

Item Cost

\$ -

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ -

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:

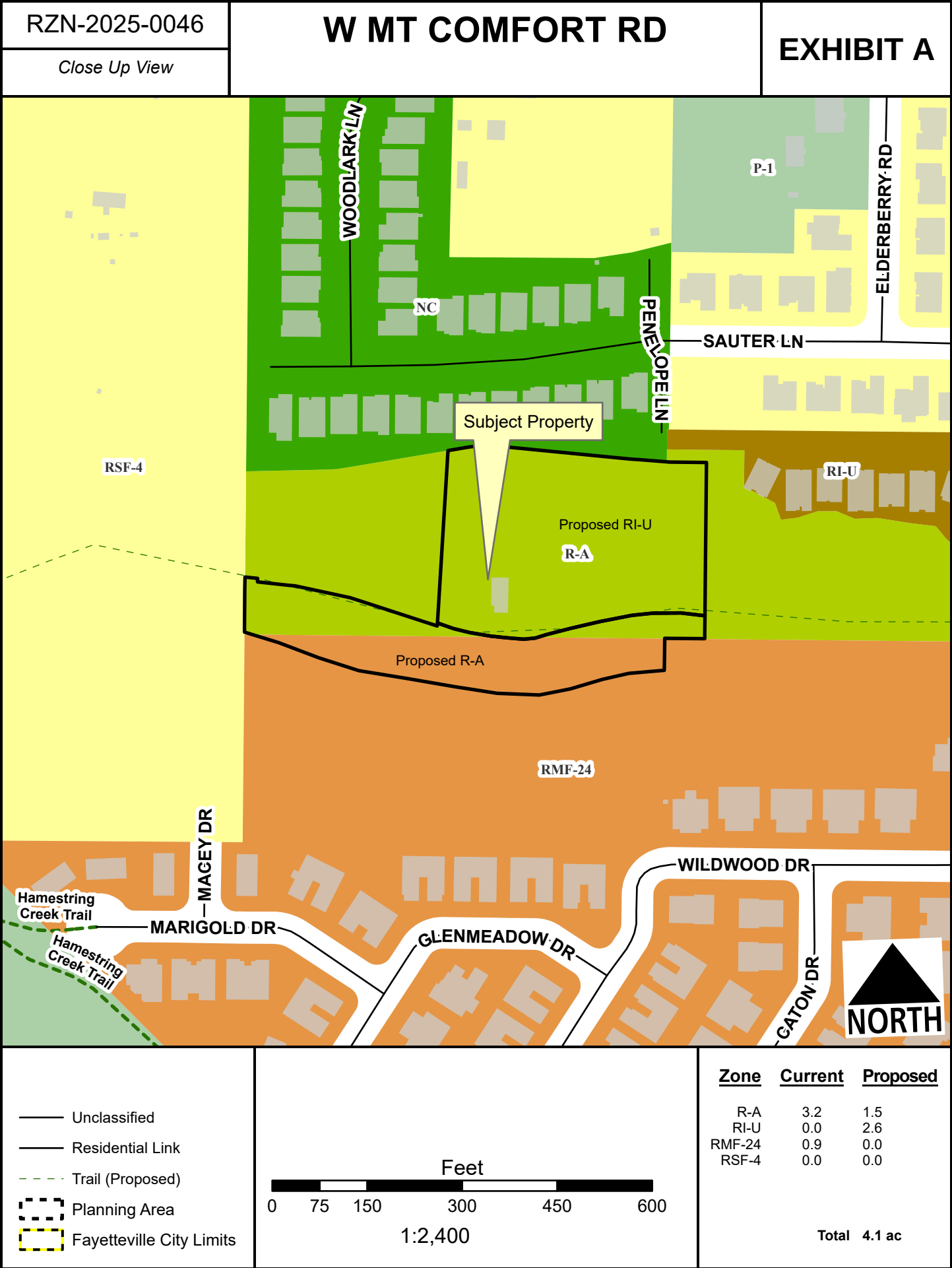


EXHIBIT B



BATES
Engineers • Surveyors

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

GIS Approved
09/19/2025

LEGAL DESCRIPTION FOR PROPOSED REZONE FROM R-A TO RI-U FOR PARCELS #765-13625-001, #765-13626-000 AND A PORTION OF PARCEL #765-13627-000:

A PART OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 16 NORTH, RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: COMMENCING AT THE SOUTHEAST CORNER OF SAID FORTY ACRE TRACT AND RUNNING THENCE N02°48'40"E 329.40', THENCE N87°22'29"W 598.64', THENCE N02°35'05"E 36.23' TO THE TRUE POINT OF BEGINNING AND RUNNING THENCE N81°37'11"W 38.86', THENCE N88°33'38"W 43.84', THENCE S86°21'26"W 32.71', THENCE S80°56'09"W 51.66', THENCE S78°54'46"W 47.87', THENCE S77°48'29"W 38.51', THENCE S74°35'50"W 19.13', THENCE S86°31'18"W 18.39', THENCE N83°41'25"W 19.49', THENCE N82°08'56"W 29.87', THENCE N78°40'59"W 36.42', THENCE N74°26'27"W 26.48', THENCE N68°40'31"W 26.95', THENCE N05°29'45"E 272.61', THENCE N82°24'55"E 29.13', THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 200.00' FOR A CHORD BEARING AND DISTANCE OF N89°59'02"E 52.68', THENCE S82°26'51"E 206.57', THENCE S84°00'45"E 15.94', THENCE S83°20'58"E 45.46', THENCE S87°23'42"E 60.14', THENCE S02°35'05"W 241.94' TO THE POINT OF BEGINNING, CONTAINING 2.58 ACRES, MORE OR LESS. SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

LEGAL DESCRIPTION FOR FLOODWAY TO BE REZONED TO R-A:

A PART OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 16 NORTH, RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A POINT WHICH IS N02°48'40"E 329.40' AND N87°22'29"W 598.64' FROM THE SOUTHEAST CORNER OF SAID FORTY ACRE TRACT AND RUNNING THENCE N87°22'29"W 63.15', THENCE S02°53'03"W 50.63', THENCE S87°04'23"W 56.30', THENCE S79°07'00"W 42.87', THENCE S75°29'54"W 51.83', THENCE S80°51'14"W 31.02', THENCE S80°48'04"W 19.80', THENCE N85°46'36"W 66.56', THENCE N79°00'48"W 67.69', THENCE N78°12'59"W 79.34', THENCE N78°53'47"W 74.05', THENCE N70°08'29"W 66.47', THENCE N67°24'41"W 67.68', THENCE N70°40'32"W 55.17', THENCE N74°59'32"W 1.50', THENCE N02°33'25"E 86.83', THENCE S81°47'25"E 20.11', THENCE S02°33'23"W 5.33', THENCE S81°47'25"E 59.62', THENCE S75°57'11"E 88.93', THENCE S69°58'52"E 144.45', THENCE N05°29'45"E 4.74', THENCE S68°40'31"E 26.95', THENCE S74°26'27"E 26.48', THENCE S78°40'59"E 36.42', THENCE S82°08'56"E 29.87', THENCE S83°41'25"E 19.49', THENCE N86°31'18"E 18.39', THENCE N74°35'50"E 19.13', THENCE N77°48'29"E 38.51', THENCE N78°54'46"E 47.87', THENCE N80°56'09"E 51.66', THENCE N86°21'26"E 32.71', THENCE S88°33'38"E 43.84', THENCE S81°37'11"E 38.86', THENCE S02°35'05"W 36.23' TO THE POINT OF BEGINNING, CONTAINING 1.51 ACRES, MORE OR LESS. SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD.



TO: Fayetteville Planning Commission

FROM: Jessie Masters, Planning Director

MEETING DATE: October 13, 2025 **Updated with results**

SUBJECT: **RZN-2025-0046: Rezoning (2097 N. PENELOPE LN/HENBEST, 363):**
Submitted by BATES & ASSOCIATES for property located at 2097 N. PENELOPE LN. The property is zoned R-A, RESIDENTIAL-AGRICULTURAL and RMF-24, RESIDENTIAL MULTI-FAMILY, 24 UNITS PER ACRE, and contains approximately 8.41 acres. The request is to rezone 2.58 acres of the property to R-A, RESIDENTIAL-AGRICULTURAL and 1.51 acres to RI-U, RESIDENTIAL INTERMEDIATE, URBAN.

RECOMMENDATION:
Staff recommends denial of **RZN-2025-0046**.

RECOMMENDED MOTION:
*"I move to forward **RZN-2025-0046** to City Council with a recommendation of approval."*

BACKGROUND:
The subject property is located approximately ½ mile west of I-49, just south of W. Mount Comfort Road. While the overall property contains approximately 8.41 acres, the applicant requests to rezone a portion of the property to R-A, Residential-Agricultural, and another portion of the property to RI-U, Residential-Intermediate, Urban. The property is located within the floodplain, floodway, and the streamside protection zone. 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	NC, Neighborhood Conservation
South	Mixed-Density Residential	RMF-24, Residential Multi-Family, 24 Units Per Acre
East	Single-Family Residential	R-A, Residential Agricultural; RMF-24, Residential Multi-Family, 24 Units Per Acre
West	Undeveloped	RSF-4, Residential Single-Family, 4 Units Per Acre

Request: The request is to rezone a portion of the subject property from RMF-24, Residential Multi-Family, 24 Units Per Acre, to R-A, Residential Agricultural, and another portion of the property from R-A, Residential Agricultural to RI-U, Residential Intermediate, Urban.

Public Comment: Staff has received public comment in opposition to this request, with primary concerns centered around traffic impacts, negative environmental impacts, and safety concerns for nearby families with children.

INFRASTRUCTURE AND ENVIRONMENTAL REVIEW:

- Streets:** The subject area has no street frontage.
- Water:** Public water is available to the subject area. An existing 8-inch water main is present along N. Penelope Lane.
- Sewer:** Sanitary sewer is available to the subject area. An existing 8-inch sewer main is present along east side of the subject properties, and an existing 10-inch sewer main is present across the middle of the subject properties. There are known wet weather sewer capacity issues identified in the City's 2021 Sewer Master Plan that appear in the system adjacent to this property.
- Drainage:** A portion of the property lies within a FEMA Floodplain, there is a protected stream, and hydric soils are present in the area. 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 will be issued for the property a statement/report from an environmental professional must be provided summarizing the existence of wetlands on the property. If this statement/report indicates that wetlands may be present on site, a USACE Determination of Jurisdictional Wetlands will be required at the time of development submittal. No portion of the property lies within the Hillside-Hilltop Overlay District.
- Fire:** Fire apparatus access and fire protection water supplies will be reviewed for compliance with the Arkansas Fire Prevention Code at the time of development. Station 8, located at 2266 W Deane St., protects this site. The property is located approximately 1 miles from the fire station with an anticipated drive time of approximately 3 minutes using existing streets. The anticipated response time would be approximately 5.2 minutes. Fire Department response time is calculated based on the drive time plus 1 minute for dispatch and 1.2 minutes for turn-out time. Within the City Limits, the Fayetteville Fire Department has a response time goal of 6 minutes for an engine and 8 minutes for a ladder truck.
- Police:** The Police Department did not comment on this request.

Tree Preservation:

The proposed zoning districts, RI-U, Residential Intermediate, Urban and R-A, Residential Agricultural require **15% and 25% minimum canopy preservation, respectively**. The current zoning districts, RMF-24, Residential Multi-Family, 24 Units per Acre and R-A, Residential-Agricultural require **20% and 25% minimum canopy preservation**.

CITY PLAN 2040 FUTURE LAND USE PLAN: The City Plan 2040 Future Land Use Plan designates the property within the proposed rezone as **Residential Neighborhood and Natural 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.

Natural Areas consist of lands approximating or reverting to wilderness conditions, including those with limited development potential due to topography, hydrology, vegetation or value as an environmental resource. These resources can include stream and wildlife corridors, as well as natural hubs and cores, many of which are identified in the generalized enduring green network. A Natural Area designation would encourage a development pattern that requires conservation and preservation, prevents degradation of these areas, and would utilize the principles of low impact development stormwater infrastructure for all developments. Natural Areas are prime candidates for conservation subdivision design and/or clustered development patterns.

CITY PLAN 2040 INFILL MATRIX: City Plan 2040's Infill Matrix indicates a score of **3-5** for this site with a weighted score of **4.5**. The following elements of the matrix contribute to the score:

- Adequate Fire Response (Insert fire information here)
- Near Sewer Main (8" and 10" adjacent to the property)
- Near Water Main (8" along Penelope Ln)
- Near City Park (Bryce Davis Park)
- Near Paved Trail (Hamestring Creek Park)

FINDINGS OF THE STAFF

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

Finding: ***Land Use Compatibility:*** Staff finds that the requested rezoning appears generally compatible with the surrounding area and existing land uses. The applicant proposes to rezone approximately 4 acres of an 8-acre parcel, which is currently split-zoned R-A (Residential-Agricultural) to the north and RMF-24 (Residential Multi-Family, 24 units/acre) to the south. Adjacent land uses include a recently developed single-family subdivision to the north, a cluster housing development zoned RI-U (Residential Intermediate–Urban)

to the east, and a two-family residential development to the south. While the request could support a broader range of housing types consistent with nearby development patterns, staff notes concerns related to the environmental constraints of the site. A significant portion of the property lies within the floodplain, with some areas located in the floodway. These conditions, along with limited street access, already restrict development potential and present challenges for future infrastructure and site design. The proposed upzoning to RI-U, which does not include a density cap, may allow the applicant to concentrate development in less environmentally sensitive portions of the site, potentially improving feasibility while aligning with broader housing goals. However, the lack of direct street frontage to the area proposed for rezoning could pose access and connectivity issues, which may impact future development outcomes. Overall, the request presents both opportunities and challenges. While the rezoning could provide flexibility for compatible residential development, the site's environmental constraints and access limitations will need to be carefully considered as part of any future development plan. The property also has a high level of zoning entitlement on the southern portion of the property. On the balance of considerations, staff recommends denial of this request.

Land Use Plan Analysis: Staff finds the proposed rezoning to be consistent with the goals in City Plan 2040 and the property's future land use designation as Residential Neighborhood area, though inconsistent with the portion of the property that is designated as a "Natural" area. The applicant's decision to downzone a portion of the RMF-24 area to R-A indicates an attempt to acknowledge some portion of the ecologically sensitive areas on the property, but leaving a portion of the property as R-A rather than rezoning to RI-U would be more in line with the intent of the "Natural Area" designation. Given the future land use classification of this portion of the site, staff would recommend denial of the request to stay in line with that plan.

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 insufficient justification to rezone the property from R-A to RI-U, though recognizes the existing entitlement on the southern half of the property that is being downzoned from RMF-24 to R-A. This limited exchange in density and land use allowance may make for a project that is more reflective of the floodplain requirements by avoiding development in the floodway entirely.

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

Finding: A rezoning from R-A to RI-U has the potential to increase traffic to this location, and could be to an appreciable degree, though there are limiting factors to the property. The property has a very limited amount of public street frontage, so fire access in the future could be challenging, and could limit the number of overall units that are provided. Further, the property is

within the floodplain, which carries a set of additional design standards that could also naturally limit the amount of development on the property.

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 property has access to water and sewer, and any increase in density would have to be balanced with appropriate upsizing of those facilities to be borne by the developer. There are known wet-weather issues in the adjacent sewer line. Fayetteville Public Schools did not comment on the 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 denial of RZN-2024-0046.

PLANNING COMMISSION ACTION:				Required	<u>YES</u>
Date: <u>October 13, 2025</u>	☐ Tabled	☒ Forwarded	☐ Denied		
Motion: <u>Payne</u>	with a recommendation of approval.				
Second: <u>McGetrick</u>					
Vote: <u>8-1-0 (Werner opposed)</u>					

BUDGET/STAFF IMPACT:

None

ATTACHMENTS:

- Unified Development Code
 - §161.03 District R-A, Residential-Agricultural
 - §161.12 District RI-U, Residential Intermediate – Urban
 - §161.16 District RMF-24, Residential Multi-Family - Twenty-Four (24) Units Per Acre
- One Mile Map
- Close-Up Map
- Current Land Use Map

- Future Land Use Map
- Request Letter

Additional public comment
Added exhibits from applicant

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.

(Code 1965, App. A., Art. 5(1); Ord. No. 1747, 6-29-70; Code 1991, §160.030; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99; Ord. No. 5028, 6-19-07; Ord. No. 5128, 4-15-08; Ord. No. 5195, 11-6-08; Ord. No. 5238, 5-5-09; Ord. No. 5479, 2-7-12; Ord. No. 5945, §3, 1-17-17; Ord. No. 6015, §1(Exh. A), 11-21-17; Ord. No. 6427, §§1(Exh. C), 2, 4-20-21)

Editor's note(s)—Ord. No. 6710, §1, adopted November 21, 2023, determines that Ordinance 6427 (Sunset Clause) and Ord. No. 6625 (extending Sunset Clause) be amended so that Ordinance 6427 and all amendments to Code Sections ordained or enacted by Ordinance 6427 shall automatically sunset, be repealed and become void on December 31, 2024, unless prior to that date the City Council amends this ordinance to repeal or further amend this sunset, repeal and termination section.

161.12 District RI-U, Residential Intermediate - Urban

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

- (B) *Uses.*

(1) *Permitted Uses.*

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

(2) *Conditional Uses.*

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

- (C) *Density.* None.

- (D) *Bulk and Area Regulations.*

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

- (E) *Setback Requirements.*

Front	Side Other Uses	Side Single & Two (2) Family	Rear Other Uses	Rear, from centerline of an alley
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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
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(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.

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

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.

161.16 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

(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

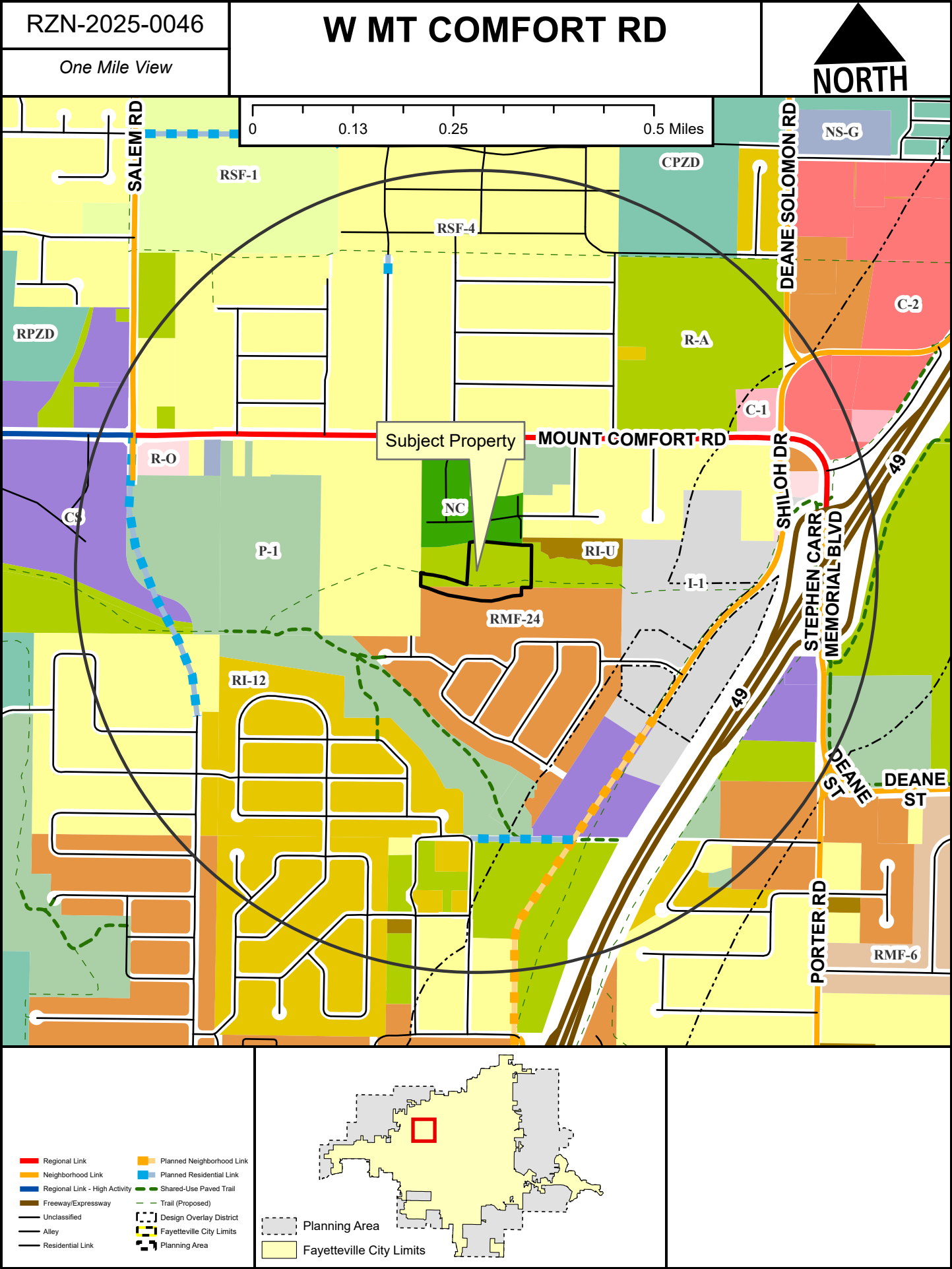
building set back greater than 20 feet from the master street plan right-of-way shall have a maximum height of 5 stories.

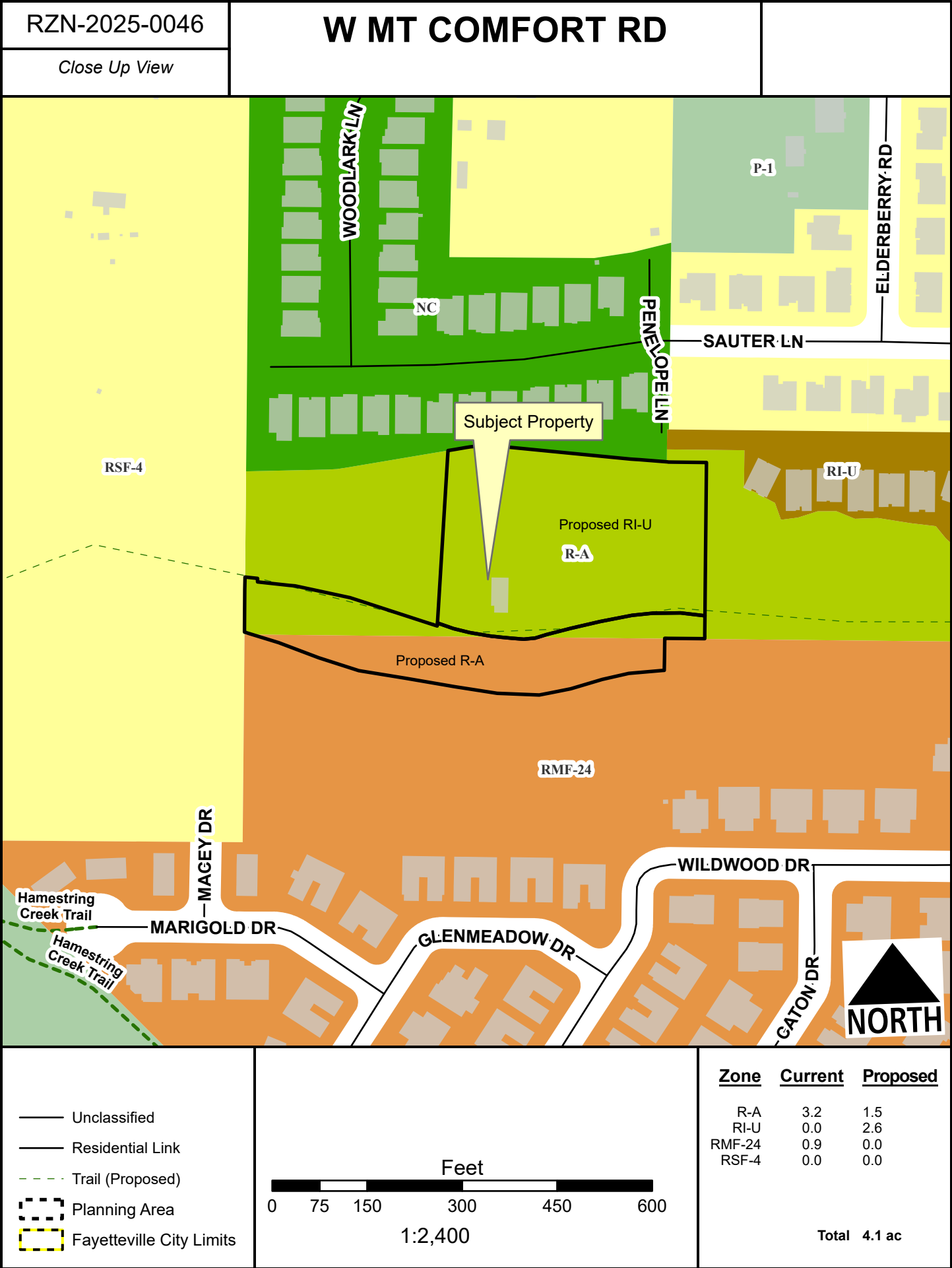
If a building exceeds the height of two (2) stories, the portion of the building that exceeds two (2) stories shall have an additional setback from any side boundary line of an adjacent single family district. The amount of additional setback for the portion of the building over two (2) stories shall be equal to the difference between the total height of that portion of the building, and two (2) stories.

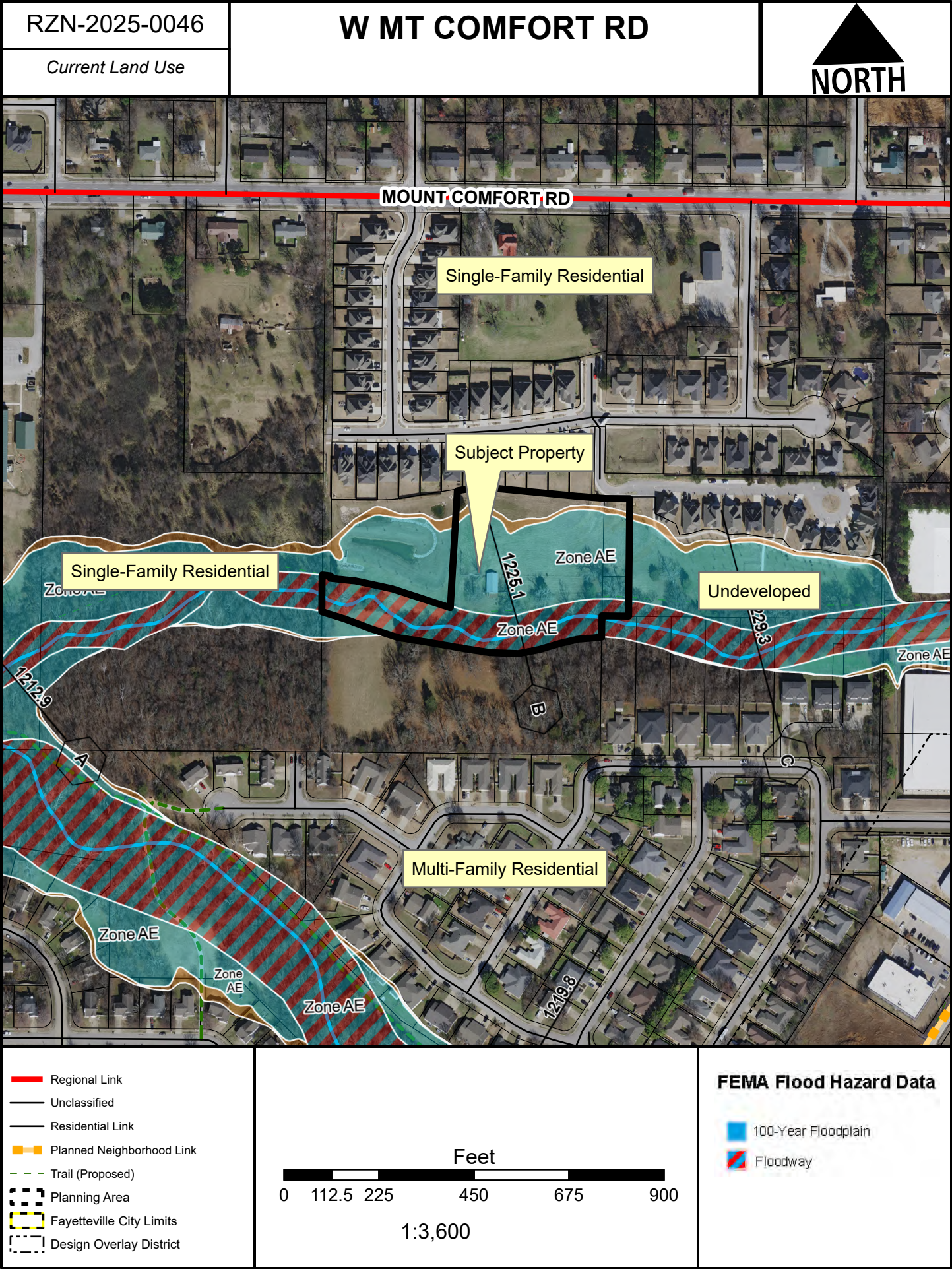
- (G) *Building Area*. The area occupied by all buildings shall not exceed 50% of the total lot area. Accessory ground mounted solar energy systems shall not be considered buildings.
- (H) *Minimum Buildable Street Frontage*. 50% of the lot width.

(Code 1965, App. A., Art. 5(III); Ord. No. 2320, 4-6-77; Ord. No. 2700, 2-2-81; Code 1991, §160.033; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99; Ord. No. 5028, 6-19-07; Ord. No. 5079, 11-20-07; Ord. No. 5224, 3-3-09; Ord. No. 5262, 8-4-09; Ord. No. 5312, 4-20-10; Ord. No. 5462, 12-6-11; Ord. No. 5495, 4-17-12; Ord. No. 5592, 6-18-13; Ord. No. 5664, 2-18-14; Ord. No. 5800, §1(Exh. A), 10-6-15; Ord. No. 5921, §1, 11-1-16; Ord. No. 5945, §§5, 8, 9, 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; Ord. No. 6658, §6(Exh. E), 5-2-23)

Editor's note(s)—Ord. No. 6820, §1, adopted December 4, 2024, determines that Ordinance 6427 (Sunset Clause), Ordinance 6625 (extending Sunset Clause) and Ordinance 6710 (extending the Sunset Clause) be amended so that Ordinance 6427 and all amendments to Code Sections ordained or enacted by Ordinance 6427 shall automatically sunset, be repealed and become void on July 1, 2025 at 7:00 p.m. unless prior to that time and date the City Council amends this ordinance to repeal or further amend this sunset, repeal and termination section.



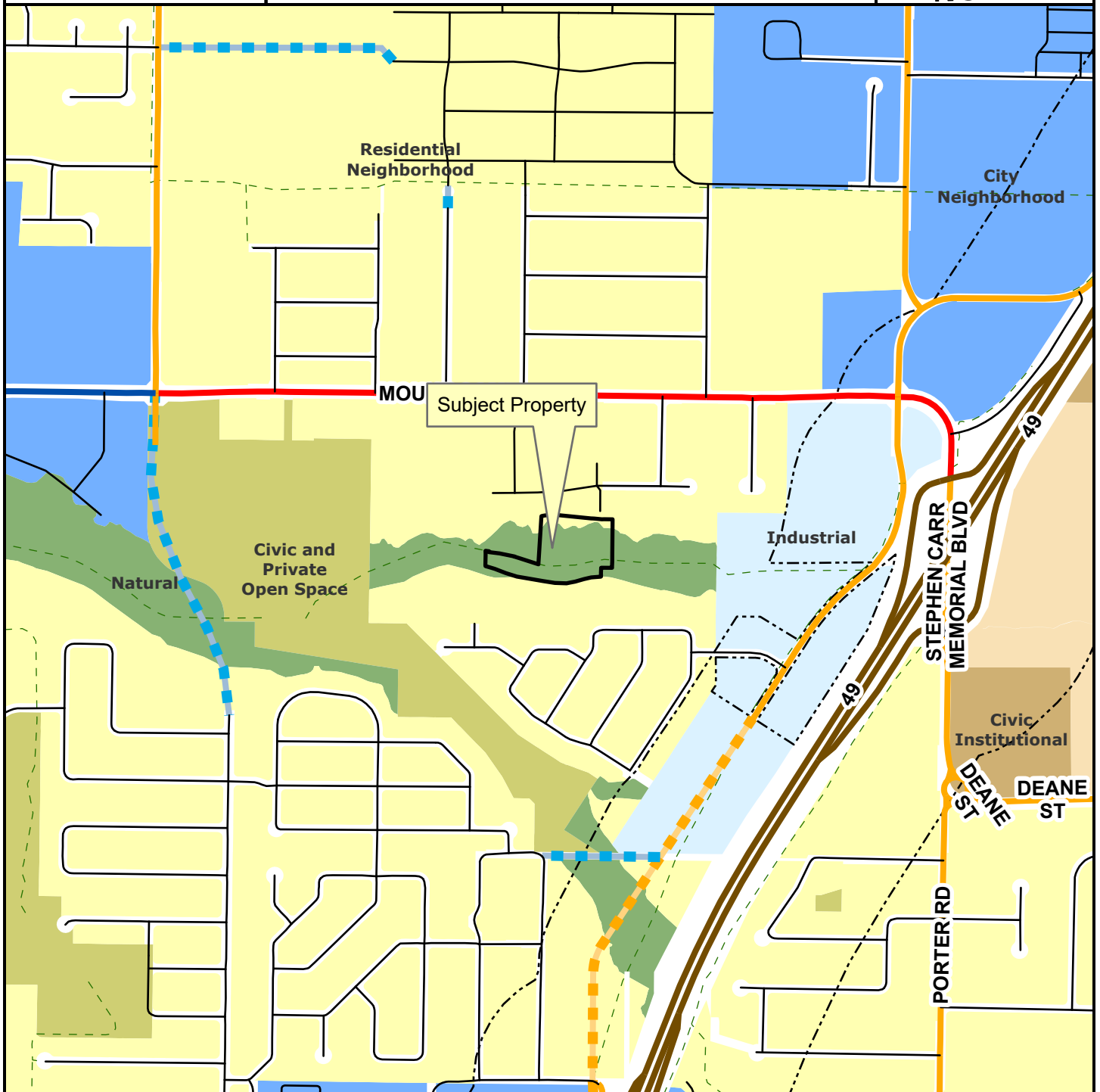




RZN-2025-0046

W MT COMFORT RD

Future Land Use



- Regional Link
- Neighborhood Link
- Regional Link - High Activity
- Freeway/Expressway
- Unclassified
- Alley
- Residential Link
- Planned Neighborhood Link
- Planned 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

Public Comment

From: Todd Hays <haystodd1@gmail.com>

Sent: Thursday, October 9, 2025 8:54 AM

To: Masters, Jessica <jmasters@fayetteville-ar.gov>

Subject: Concern Regarding Proposed Rezoning and Development Behind Westview Meadows

CAUTION: This email originated from outside of the City of Fayetteville. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good morning,

It has come to our attention that there is an upcoming meeting regarding the potential rezoning and development of the property located directly behind the Westview Meadows subdivision. We are original homeowners in this neighborhood and were among the first residents to move in.

We are very concerned that development of the land behind our subdivision would have a detrimental impact on our community. Since Westview Meadows was completed, we've observed that a large portion of the homes have been purchased by investors and are now used as rental properties. One neighboring home operates as a VRBO, with transient occupants rotating through on a weekly basis. Other rental properties often house multiple unrelated tenants, resulting in significant congestion, excessive street parking, and overall safety concerns.

Despite multiple complaints to both the POA board and the Fayetteville Police Department, the situation has not improved. Introducing additional development in such a limited area will only worsen these issues—particularly with increased traffic, parking challenges, and neighborhood safety risks.

For these reasons, we are strongly opposed to any rezoning or new development in the area adjacent to Westview Meadows.

Thank you for your time and consideration.

Sincerely,

Todd and Kim Hays

2946 West Sauter Lane

Fayetteville, AR. 72701

Mobile: 479-236-6405

Home: 479-935-4214

haystodd1@gmail.com

October 8, 2025

Dear Ms. Masters and Members of the Fayetteville Planning Commission,

My name is Chesley Hart Whiteside, homeowner at 2959 W. Sauter Lane, within the Westview Meadows Property Owners Association (POA). I am writing to formally and respectfully oppose Rezoning Case RZN-2025-0046, proposed by Bates & Associates, Inc. on behalf of the Juanita & Jack Henbest Revocable Trust, concerning approximately 4.09 acres at 2097 N. Penelope Lane.

This request should be denied in its entirety. It fails to meet the Planning Commission's mandate that rezonings must be *"compatible and harmonious with surrounding land uses and future land uses."* It also undermines Fayetteville's environmental commitments, compromises neighborhood safety, and erodes the very character and trust that this city has long worked to preserve.

1. The Applicant's Basis for Its Rezoning Claim Is Inherently Against Public Policy

The proponents assert that the rezoning *"is consistent with adjacent land uses, supports the established urban development pattern, provides a compatible transition between existing zoning districts, ensures responsible land use management, aligns with the City's planning goals, and will not adversely impact neighboring properties."*

Each of those claims is contradicted by the record:

- **Not Consistent:** The parcel being up-zoned to RI-U lies within 1% and 0.2% Annual Chance Flood Hazard areas and the Regulatory Floodway, as shown in the applicant's own exhibit (City of Fayetteville GIS, Created 9/17/2025). No adjacent property within that corridor carries urban zoning. Urbanizing a floodway is not consistent — it's dangerous and out of step with City and FEMA policy.
- **Not a Transition:** A "compatible transition" requires a gradual scaling of densities. This proposal places high-density zoning directly against single-family homes and a protected creek corridor. That is not transition — it is encroachment.
- **Not Responsible Land Use Management:** The applicant's "down-zoning" of floodway land to R-A is misleading. Those areas are already undevelopable by law. The gesture is cosmetic and does not offset the intensity increase along the residential boundary.
- **Not Compatible and Harmonious:** The Planning Commission's goal is to ensure rezonings remain *"compatible and harmonious with surrounding and future land uses."* Introducing RI-U density, construction traffic, and lighting into a quiet single-family neighborhood violates that standard in every measurable way — use, scale, safety, and environmental integrity.
- **Not Environmentally Sensitive:** The claim that this rezoning "ensures sensitive environmental areas are preserved" is untrue. The developer's own map confirms that the area includes floodway and wetland designations. No hydrology or habitat assessments have been submitted to validate their statement (at least at this time).

2. Endangered Species and Federal Habitat Protections

According to the U.S. Fish & Wildlife Service IPaC Official Species List generated for the project area:

“The enclosed species list identifies threatened, endangered, proposed and candidate species, as well as proposed and final designated critical habitat, that may occur within the boundary of the proposed project and/or may be affected by the proposed project. The species list fulfills the requirements of the U.S. Fish and Wildlife Service (Service) under Section 7(c) of the Endangered Species Act (Act) of 1973, as amended (16 U.S.C. 1531 et seq.).”

The IPaC list identifies the following species as potentially present or affected within the project boundary:

- **Gray Bat (*Myotis grisescens*) — Endangered**
- **Indiana Bat (*Myotis sodalis*) — Endangered**
- **Northern Long-eared Bat (*Myotis septentrionalis*) — Endangered**
- **Tricolored Bat (*Perimyotis subflavus*) — Proposed Endangered**
- **Eastern Black Rail (*Laterallus jamaicensis jamaicensis*) — Threatened**
- **Piping Plover (*Charadrius melodus*) — Threatened**
- **Rufa Red Knot (*Calidris canutus rufa*) — Threatened**
- **Alligator Snapping Turtle (*Macrochelys temminckii*) — Proposed Threatened**
- **Monarch Butterfly (*Danaus plexippus plexippus*) — Proposed for Listing**

The same report identifies that bald and golden eagles, seventeen species of migratory birds, and wetlands are also present or may be impacted by development within this boundary.

All of these species depend on forested riparian corridors, wetlands, and floodplain habitats identical to those behind Westview Meadows. Any alteration of canopy, light, noise, or hydrology within this corridor would degrade those habitats and risk violations of the Endangered Species Act and Migratory Bird Treaty Act.

To my knowledge, the applicant has not initiated Section 7 consultation with the U.S. Fish & Wildlife Service as possibly required under Federal law. Proceeding without that review would potentially place Fayetteville in procedural conflict with the ESA and expose both the City and the developer to legal risk.

3. Environmental, Floodplain, and Infrastructure Failures

The parcel’s location within a Regulatory Floodway and 1% Flood Hazard Zone makes it unfit for high-density development. Increasing impervious surfaces will heighten runoff, erode the creek, and overburden the Westview Meadows retention pond—infrastructure engineered only for current capacity. In addition, the Westview Meadows POA has stated that on our retention pond side, the land cannot be developed. On the side of the property with the Cottages, the POA owns that land nearly all the way to the creek and is partially protected as a nature reserve. Approving an urban development in between these two areas of land would destroy the current ecological

system, the aesthetics for the current residents, and place undue harm and an undue burden on the neighborhood.

To my knowledge, no hydrology, drainage, or traffic impact studies have been produced, despite the site's clear environmental sensitivity. Approving rezoning under these conditions contradicts UDC §166.04 (Stormwater Management) and the City's MS4 permit obligations.

4. Child Safety, Traffic, and Construction Hazards

Westview Meadows is a family-oriented neighborhood. Children walk, ride bikes, and play outside daily along Sauter Lane and Penelope Lane — streets that currently lack continuous sidewalks or traffic-calming devices.

Adding a new road, construction equipment, and increased vehicle trips during and after development will significantly raise risks to children's safety. Heavy machinery, debris, and limited sight lines pose a constant hazard. Post-construction, the permanent increase in cars and population density will degrade walkability, increase congestion, and diminish the neighborhood's peace and safety.

5. Aesthetic and Character Degradation

The defining aesthetic of Westview Meadows lies in its open green spaces, tree lines, and natural creek buffer. These features are not decorative — they are part of the neighborhood's identity, and the reason residents chose to live here. In addition, several residents were told by the current landowner that the area in question would more than likely not be developed in any way due to its current layout, and restrictions.

Replacing those natural views with dense units, pavement, and artificial lighting will permanently damage the visual harmony and ecological beauty of the area. The result will be an urbanized pocket wedged into a residential zone — fundamentally incompatible and disharmonious with the surrounding environment.

6. Community Impact and Stewardship

I was born and raised in Fayetteville. The values that define this city — environmental stewardship, thoughtful growth, and community balance — are values I was raised with. I built my own home here at 2959 W. Sauter Lane because I believe in Fayetteville's vision of a city that grows responsibly, respects nature, and honors the families who live here.

Westview Meadows represents that vision: a place where open space, safety, and community coexist. The proposed rezoning would undermine that legacy. It would replace green buffers with asphalt, peace with noise, and safety with risk. More importantly, it would erode the public's trust in Fayetteville's planning process — trust that has been built over decades of responsible, balanced development.

7. Procedural and Transparency Deficiencies

Despite the scope and sensitivity of this rezoning, no site plan, hydrology study, drainage analysis, or traffic report has been shared with the public. Without those, neither residents nor the Commission can meaningfully assess impacts. Moving forward under such incomplete information would violate basic due process and the City's obligation to conduct transparent, data-driven planning.

8. Conflict with City and Mayoral Growth Principles

Mayor **Molly Rawn** has stated that Fayetteville's path forward depends on *responsible, transparent growth that respects environmental systems and infrastructure limits*. This proposal achieves none of those goals. It prioritizes density over safety, expedience over stewardship, and private gain over the public good.

9. Conclusion

Rezoning Case **RZN-2025-0046** fails every applicable criterion. It is not *compatible* with surrounding land uses, not *harmonious* with neighborhood character, not *safe* for residents and children, not *environmentally sound*, and not *truthfully represented*.

The applicant's claims of "logical growth" and "preserving sensitive areas" are contradicted by their own evidence — floodway encroachment, habitat destruction, traffic risk, and procedural omission.

For these reasons, and consistent with the **City of Fayetteville's Plan 2040** and the Planning Commission's duty to ensure growth remains **compatible, harmonious, and safe**, I respectfully urge the **Commission to deny Rezoning RZN-2025-0046 in full**.

Please confirm receipt of this letter and enter it into the official record for the **October 13, 2025**, hearing.

Sincerely,
Chesley Hart Whiteside
2959 W. Sauter Lane
Fayetteville, AR 72704
479-305-4360

October 9, 2025

To: Ms. Jessie Masters, Planning Staff, and Members of the Fayetteville Planning Commission
City of Fayetteville, Arkansas
113 W. Mountain Street
Fayetteville, AR 72701

Subject: Supplemental Letter of Opposition and Request for Clarification (Please include this supplemental letter with my original letter sent on October 8, 2025) – *Wildwood Townhomes Rezoning Proposal (W. Sauter Lane / N. Penelope Lane)*

Dear Planning Staff and Commissioners,

My name is Chesley Hart Whiteside, and I am a homeowner at 2959 W. Sauter Lane, immediately adjacent to the area proposed for rezoning under the Wildwood Townhomes Development. My property sits directly along the project's boundary, and my home would be among the most immediately affected by any change in use intensity. After reviewing the applicant's materials submitted by Bates & Associates on behalf of the Henbest Revocable Trust, I respectfully submit the following supplemental comments and questions for the Commission's consideration.

1. Scope and Zoning Clarity

The project documentation references approximately 8.41 total acres across three parcels (765-13627-000, 765-13625-001, and 765-13626-000). However, the rezoning request only addresses 4.09 acres—2.58 acres to RI-U and 1.51 acres to R-A (floodway). It remains unclear what zoning designation or intended use applies to the remaining 4.3 acres. Residents deserve clarity on whether that area will retain existing Neighborhood Commercial (NC) zoning or be subject to future rezoning phases.

2. Neighborhood Character and Lot Compatibility

The proposed RI-U zoning would allow multi-unit townhome structures and denser lots directly behind homes on W. Sauter Lane. These parcels would have drastically reduced lot widths and setbacks, fundamentally altering the low-intensity, neighborhood-scale character that NC zoning was meant to preserve.

This is not a compatible extension of the neighborhood—it is a dense, high-turnover enclave inserted into a corridor designed for small-scale, low-traffic, mixed-use living. The proposed two-story townhomes would hover over existing single-story homes, introducing privacy and visual intrusions and eliminating the green buffers that define the area today.

While the applicant asserts that RI-U provides a “compatible transition,” it does not. NC zoning already serves that transitional function; replacing it with RI-U would leapfrog the City's zoning hierarchy and erode the very compatibility that NC was designed to protect.

3. Rebuttal to Developer’s Comparisons

The applicant will likely point to the previously approved RI-U area nearby as precedent. However, this comparison is misleading and contextually inaccurate:

- The existing RI-U pocket is located off a main roadway in a contained cul-de-sac, not directly abutting homes.
- The proposed site connects directly to W. Sauter and N. Penelope Lanes—narrow residential streets with no sidewalks, limited visibility, and insufficient capacity for multifamily traffic volumes.
- The proposed site poses significant safety risks to current Westview Meadows residents due to increased traffic, construction activity, and other unknown factors.
- The existing RI-U development is buffered by topography and distance; this proposal shares property lines with existing homes and offers no transition zone.
- This parcel also borders a floodway, compounding storm-water and safety concerns.

Although both may bear an RI-U label, they differ dramatically in scale, infrastructure, and adjacency. This site is simply not appropriate for that level of density or traffic load.

4. Zoning Context Along W. Sauter Lane

My property and the surrounding area are zoned Neighborhood Commercial (NC)—a low intensity, neighborhood-serving zone intended to support small offices, live/work spaces, or limited residential use. NC zoning provides a buffer between purely residential neighborhoods and higher-density commercial or multi-family districts. The intent behind NC is clearly residential purposes with low intensity and density.

That designation reflects the City’s intent for this corridor to remain walkable, calm, and neighborhood-oriented, not to accommodate multi-unit rental clusters or the traffic volumes of RIU zoning. Allowing RI-U here would directly undermine the purpose of NC zoning and introduce urban density incompatible with the surrounding built environment.

5. Traffic, Infrastructure, and Safety Impact

Of all potential impacts, the most immediate and measurable threat to neighborhood livability comes from traffic and safety. W. Sauter Lane and N. Penelope Lane were never designed for multi-family volumes—they are narrow, two-lane neighborhood roads with no continuous sidewalks, minimal shoulders, and direct residential driveways on both sides.

Introducing a 24-unit RI-U project would conservatively add 150–200 additional daily vehicle trips, including delivery, rideshare, and service vehicles. This area is already heavily impacted by traffic due to its proximity to Mount Comfort Road, and a new apartment complex currently under construction nearby is expected to worsen congestion. Approving additional RI-U density here would exacerbate existing hazards without addressing known deficiencies.

This level of activity would:

- Overburden the Sauter–Penelope intersection, which lacks turn lanes or signalization;
- Create unsafe conditions for pedestrians and children, particularly near driveways and mailboxes;
- Restrict emergency vehicle access during peak hours due to parked cars and congestion; and
- Accelerate wear and tear on infrastructure not rated for dense traffic patterns.

Fayetteville’s transportation and planning goals emphasize *complete streets*, *safe access*, and *context-sensitive infill*. This proposal violates all three principles by placing urban-intensity traffic on a local neighborhood roadway that was never designed to sustain it.

6. Potential Short-Term Rentals and Turnover

RI-U zoning allows short-term rentals (STRs) through Conditional Use Permits. This opens the door for a high-turnover, transient lodging complex rather than stable, long-term housing. NC zoning restricts such use specifically to maintain neighborhood stability and safety. Replacing NC with RI-U would remove those safeguards and effectively convert a quiet residential corridor into a transient rental zone, undermining community trust, safety, and the property values of long-term residents.

7. Floodway and Drainage Concerns

While rezoning 1.51 acres to R-A preserves the floodway, the project’s proximity raises serious concerns about storm-water runoff, erosion, and drainage. Increased impervious surfaces from multi-unit construction would channel water toward existing homes. A comprehensive hydrologic and drainage study must be required prior to any rezoning consideration.

8. Comprehensive Plan Consistency

Fayetteville’s City Plan 2040 calls for *context-sensitive infill* and *responsible land-use management*. This rezoning does neither. The area already fulfills its transitional role through NC zoning. Increasing density without corresponding upgrades to street, drainage, or pedestrian infrastructure would contradict City Plan 2040’s goals for balanced, infrastructure-supported growth.

Requested Clarifications and Conditions

Before any approval, I respectfully ask the Commission and Planning Staff to clarify or condition the following:

1. What zoning remains for the unaddressed 4.3 acres?

2. Will the applicant be required to complete traffic-impact, drainage studies, and environmental impact studies?
3. Will there be height, setback, and screening requirements to protect the existing NC corridor?
4. Will short-term rental eligibility be limited or prohibited?
5. Does the City find this rezoning consistent with the true intent of the City Plan 2040?

Closing

The Wildwood Townhomes proposal represents a dramatic and incompatible increase in density, traffic, safety risks, and transient activity within a corridor intentionally zoned for low intensity, neighborhood-serving uses. RI-U zoning is not appropriate for this area and would set a harmful precedent for future infill development on streets unequipped for such demand.

I respectfully urge the Planning Commission to deny the requested rezoning, or at minimum, defer the case until comprehensive traffic, drainage impact studies, and environmental impacts are completed and publicly reviewed.

Thank you for your time and consideration, and for including this letter in the official public record for this rezoning case.

Respectfully,

Chesley Hart Whiteside

Homeowner, 2959 W. Sauter Lane Fayetteville,
AR 72704



September 17th, 2025

Planning Staff
City of Fayetteville
113 West Mountain
Fayetteville, AR 72701

RE: Wildwood Townhomes Development Rezoning

Dear Planning Staff,

On behalf of the Henbest, Juanita & Jack Revocable Trust, Bates & Associates, Inc. respectfully submits this request for rezoning of the property located south of the intersection of West Sauter Lane and North Penelope Lane. The property includes Washington County Parcels 765-13627-000, 765-13625-001, and 765-13626-000, totaling approximately 8.41 acres.

The rezoning request is as follows:

- 2.58 acres of the site to be rezoned to RI-U
- 1.51 acres (a portion of Parcel 765-13627-000) to be rezoned from RMF-24 to R-A, as this area falls within the designated floodway.

Currently, Parcel 765-13627-000 is split-zoned between R-A and RMF-24. This request seeks to unify zoning by extending RI-U across Parcels 765-13625-001 and 765-13626-000 and ensuring the floodway area remains zoned R-A to prevent residential development within those bounds.

The subject property is surrounded by zoning districts including RMF-2, RI-U, NC, and RSF-4. The proposed rezoning to RI-U and R-A is consistent with these adjacent land uses, supports the established urban development pattern of the area, and provides a compatible transition between existing zoning districts. Rezoning the floodway portion to R-A further ensures responsible land use management. This request is also in alignment with the City's planning goals and will not adversely impact neighboring properties. Rather, it supports logical growth while ensuring sensitive environmental areas are preserved.

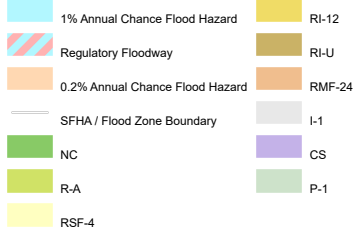
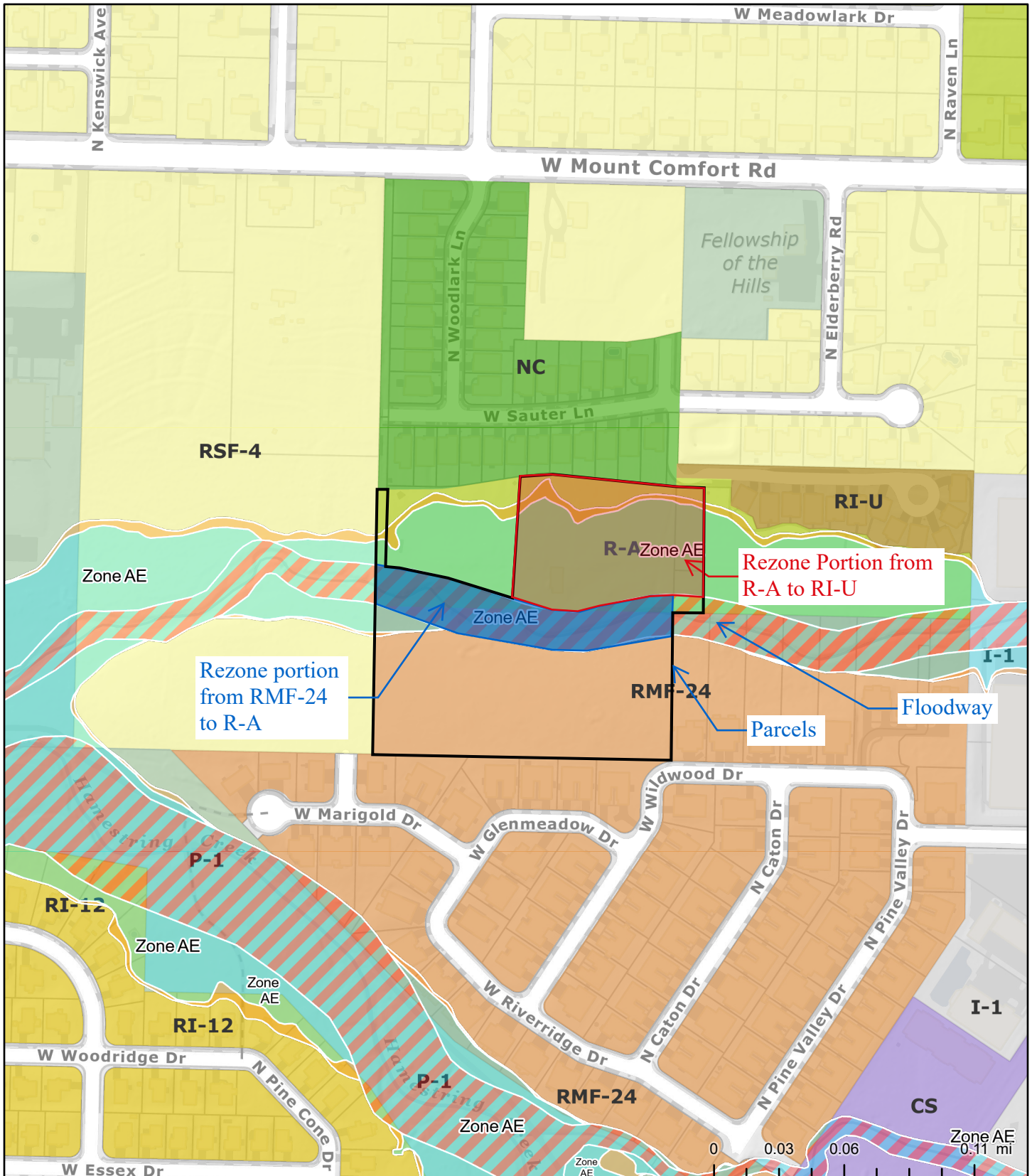
An exhibit on the following page illustrates the current zoning classifications of both the subject property and the surrounding parcels.

If you have any questions or require additional information, please feel free to contact me at your convenience.

Sincerely,
Bates & Associates, Inc.

A handwritten signature in blue ink that reads 'Geoffrey Bates'.

Geoffrey Bates
President of Engineering



Exhibit

Fayetteville, AR

The data contained herein was compiled from various sources for the sole use and benefit of the City of Fayetteville Geographic Information System and the public agencies it serves. Any use of the data by anyone other than the City of Fayetteville is at the sole risk of the user; and by acceptance of this data, the user does hereby agree to indemnify the City of Fayetteville and hold the City of Fayetteville harmless from and without liability for any claims, actions, cost for damages of any nature, including the city's cost of defense, asserted by user or by another arising from the use of this data. The City of Fayetteville makes no express or implied 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: 9/17/2025
Credits: City of Fayetteville, AR
Map Author:

Public Comment

From: Todd Hays <haystodd1@gmail.com>

Sent: Thursday, October 9, 2025 8:54 AM

To: Masters, Jessica <jmasters@fayetteville-ar.gov>

Subject: Concern Regarding Proposed Rezoning and Development Behind Westview Meadows

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2946 West Sauter Lane

Fayetteville, AR. 72701

Mobile: 479-236-6405

Home: 479-935-4214

haystodd1@gmail.com

October 8, 2025

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2. Endangered Species and Federal Habitat Protections

According to the U.S. Fish & Wildlife Service IPaC Official Species List generated for the project area:

“The enclosed species list identifies threatened, endangered, proposed and candidate species, as well as proposed and final designated critical habitat, that may occur within the boundary of the proposed project and/or may be affected by the proposed project. The species list fulfills the requirements of the U.S. Fish and Wildlife Service (Service) under Section 7(c) of the Endangered Species Act (Act) of 1973, as amended (16 U.S.C. 1531 et seq.).”

The IPaC list identifies the following species as potentially present or affected within the project boundary:

- **Gray Bat (*Myotis grisescens*) — Endangered**
- **Indiana Bat (*Myotis sodalis*) — Endangered**
- **Northern Long-eared Bat (*Myotis septentrionalis*) — Endangered**
- **Tricolored Bat (*Perimyotis subflavus*) — Proposed Endangered**
- **Eastern Black Rail (*Laterallus jamaicensis jamaicensis*) — Threatened**
- **Piping Plover (*Charadrius melodus*) — Threatened**
- **Rufa Red Knot (*Calidris canutus rufa*) — Threatened**
- **Alligator Snapping Turtle (*Macrochelys temminckii*) — Proposed Threatened**
- **Monarch Butterfly (*Danaus plexippus plexippus*) — Proposed for Listing**

The same report identifies that bald and golden eagles, seventeen species of migratory birds, and wetlands are also present or may be impacted by development within this boundary.

All of these species depend on forested riparian corridors, wetlands, and floodplain habitats identical to those behind Westview Meadows. Any alteration of canopy, light, noise, or hydrology within this corridor would degrade those habitats and risk violations of the Endangered Species Act and Migratory Bird Treaty Act.

To my knowledge, the applicant has not initiated Section 7 consultation with the U.S. Fish & Wildlife Service as possibly required under Federal law. Proceeding without that review would potentially place Fayetteville in procedural conflict with the ESA and expose both the City and the developer to legal risk.

3. Environmental, Floodplain, and Infrastructure Failures

The parcel’s location within a Regulatory Floodway and 1% Flood Hazard Zone makes it unfit for high-density development. Increasing impervious surfaces will heighten runoff, erode the creek, and overburden the Westview Meadows retention pond—infrastructure engineered only for current capacity. In addition, the Westview Meadows POA has stated that on our retention pond side, the land cannot be developed. On the side of the property with the Cottages, the POA owns that land nearly all the way to the creek and is partially protected as a nature reserve. Approving an urban development in between these two areas of land would destroy the current ecological

system, the aesthetics for the current residents, and place undue harm and an undue burden on the neighborhood.

To my knowledge, no hydrology, drainage, or traffic impact studies have been produced, despite the site's clear environmental sensitivity. Approving rezoning under these conditions contradicts UDC §166.04 (Stormwater Management) and the City's MS4 permit obligations.

4. Child Safety, Traffic, and Construction Hazards

Westview Meadows is a family-oriented neighborhood. Children walk, ride bikes, and play outside daily along Sauter Lane and Penelope Lane — streets that currently lack continuous sidewalks or traffic-calming devices.

Adding a new road, construction equipment, and increased vehicle trips during and after development will significantly raise risks to children's safety. Heavy machinery, debris, and limited sight lines pose a constant hazard. Post-construction, the permanent increase in cars and population density will degrade walkability, increase congestion, and diminish the neighborhood's peace and safety.

5. Aesthetic and Character Degradation

The defining aesthetic of Westview Meadows lies in its open green spaces, tree lines, and natural creek buffer. These features are not decorative — they are part of the neighborhood's identity, and the reason residents chose to live here. In addition, several residents were told by the current landowner that the area in question would more than likely not be developed in any way due to its current layout, and restrictions.

Replacing those natural views with dense units, pavement, and artificial lighting will permanently damage the visual harmony and ecological beauty of the area. The result will be an urbanized pocket wedged into a residential zone — fundamentally incompatible and disharmonious with the surrounding environment.

6. Community Impact and Stewardship

I was born and raised in Fayetteville. The values that define this city — environmental stewardship, thoughtful growth, and community balance — are values I was raised with. I built my own home here at 2959 W. Sauter Lane because I believe in Fayetteville's vision of a city that grows responsibly, respects nature, and honors the families who live here.

Westview Meadows represents that vision: a place where open space, safety, and community coexist. The proposed rezoning would undermine that legacy. It would replace green buffers with asphalt, peace with noise, and safety with risk. More importantly, it would erode the public's trust in Fayetteville's planning process — trust that has been built over decades of responsible, balanced development.

7. Procedural and Transparency Deficiencies

Despite the scope and sensitivity of this rezoning, no site plan, hydrology study, drainage analysis, or traffic report has been shared with the public. Without those, neither residents nor the Commission can meaningfully assess impacts. Moving forward under such incomplete information would violate basic due process and the City's obligation to conduct transparent, data-driven planning.

8. Conflict with City and Mayoral Growth Principles

Mayor **Molly Rawn** has stated that Fayetteville's path forward depends on *responsible, transparent growth that respects environmental systems and infrastructure limits*. This proposal achieves none of those goals. It prioritizes density over safety, expedience over stewardship, and private gain over the public good.

9. Conclusion

Rezoning Case **RZN-2025-0046** fails every applicable criterion. It is not *compatible* with surrounding land uses, not *harmonious* with neighborhood character, not *safe* for residents and children, not *environmentally sound*, and not *truthfully represented*.

The applicant's claims of "logical growth" and "preserving sensitive areas" are contradicted by their own evidence — floodway encroachment, habitat destruction, traffic risk, and procedural omission.

For these reasons, and consistent with the **City of Fayetteville's Plan 2040** and the Planning Commission's duty to ensure growth remains **compatible, harmonious, and safe**, I respectfully urge the **Commission to deny Rezoning RZN-2025-0046 in full**.

Please confirm receipt of this letter and enter it into the official record for the **October 13, 2025**, hearing.

Sincerely,
Chesley Hart Whiteside
2959 W. Sauter Lane
Fayetteville, AR 72704
479-305-4360

October 9, 2025

To: Ms. Jessie Masters, Planning Staff, and Members of the Fayetteville Planning Commission
City of Fayetteville, Arkansas
113 W. Mountain Street
Fayetteville, AR 72701

Subject: Supplemental Letter of Opposition and Request for Clarification (Please include this supplemental letter with my original letter sent on October 8, 2025) – *Wildwood Townhomes Rezoning Proposal (W. Sauter Lane / N. Penelope Lane)*

Dear Planning Staff and Commissioners,

My name is Chesley Hart Whiteside, and I am a homeowner at 2959 W. Sauter Lane, immediately adjacent to the area proposed for rezoning under the Wildwood Townhomes Development. My property sits directly along the project's boundary, and my home would be among the most immediately affected by any change in use intensity. After reviewing the applicant's materials submitted by Bates & Associates on behalf of the Henbest Revocable Trust, I respectfully submit the following supplemental comments and questions for the Commission's consideration.

1. Scope and Zoning Clarity

The project documentation references approximately 8.41 total acres across three parcels (765-13627-000, 765-13625-001, and 765-13626-000). However, the rezoning request only addresses 4.09 acres—2.58 acres to RI-U and 1.51 acres to R-A (floodway). It remains unclear what zoning designation or intended use applies to the remaining 4.3 acres. Residents deserve clarity on whether that area will retain existing Neighborhood Commercial (NC) zoning or be subject to future rezoning phases.

2. Neighborhood Character and Lot Compatibility

The proposed RI-U zoning would allow multi-unit townhome structures and denser lots directly behind homes on W. Sauter Lane. These parcels would have drastically reduced lot widths and setbacks, fundamentally altering the low-intensity, neighborhood-scale character that NC zoning was meant to preserve.

This is not a compatible extension of the neighborhood—it is a dense, high-turnover enclave inserted into a corridor designed for small-scale, low-traffic, mixed-use living. The proposed two-story townhomes would hover over existing single-story homes, introducing privacy and visual intrusions and eliminating the green buffers that define the area today.

While the applicant asserts that RI-U provides a “compatible transition,” it does not. NC zoning already serves that transitional function; replacing it with RI-U would leapfrog the City's zoning hierarchy and erode the very compatibility that NC was designed to protect.

3. Rebuttal to Developer’s Comparisons

The applicant will likely point to the previously approved RI-U area nearby as precedent. However, this comparison is misleading and contextually inaccurate:

- The existing RI-U pocket is located off a main roadway in a contained cul-de-sac, not directly abutting homes.
- The proposed site connects directly to W. Sauter and N. Penelope Lanes—narrow residential streets with no sidewalks, limited visibility, and insufficient capacity for multifamily traffic volumes.
- The proposed site poses significant safety risks to current Westview Meadows residents due to increased traffic, construction activity, and other unknown factors.
- The existing RI-U development is buffered by topography and distance; this proposal shares property lines with existing homes and offers no transition zone.
- This parcel also borders a floodway, compounding storm-water and safety concerns.

Although both may bear an RI-U label, they differ dramatically in scale, infrastructure, and adjacency. This site is simply not appropriate for that level of density or traffic load.

4. Zoning Context Along W. Sauter Lane

My property and the surrounding area are zoned Neighborhood Commercial (NC)—a low intensity, neighborhood-serving zone intended to support small offices, live/work spaces, or limited residential use. NC zoning provides a buffer between purely residential neighborhoods and higher-density commercial or multi-family districts. The intent behind NC is clearly residential purposes with low intensity and density.

That designation reflects the City’s intent for this corridor to remain walkable, calm, and neighborhood-oriented, not to accommodate multi-unit rental clusters or the traffic volumes of RIU zoning. Allowing RI-U here would directly undermine the purpose of NC zoning and introduce urban density incompatible with the surrounding built environment.

5. Traffic, Infrastructure, and Safety Impact

Of all potential impacts, the most immediate and measurable threat to neighborhood livability comes from traffic and safety. W. Sauter Lane and N. Penelope Lane were never designed for multi-family volumes—they are narrow, two-lane neighborhood roads with no continuous sidewalks, minimal shoulders, and direct residential driveways on both sides.

Introducing a 24-unit RI-U project would conservatively add 150–200 additional daily vehicle trips, including delivery, rideshare, and service vehicles. This area is already heavily impacted by traffic due to its proximity to Mount Comfort Road, and a new apartment complex currently under construction nearby is expected to worsen congestion. Approving additional RI-U density here would exacerbate existing hazards without addressing known deficiencies.

This level of activity would:

- Overburden the Sauter–Penelope intersection, which lacks turn lanes or signalization;
- Create unsafe conditions for pedestrians and children, particularly near driveways and mailboxes;
- Restrict emergency vehicle access during peak hours due to parked cars and congestion; and
- Accelerate wear and tear on infrastructure not rated for dense traffic patterns.

Fayetteville’s transportation and planning goals emphasize *complete streets*, *safe access*, and *context-sensitive infill*. This proposal violates all three principles by placing urban-intensity traffic on a local neighborhood roadway that was never designed to sustain it.

6. Potential Short-Term Rentals and Turnover

RI-U zoning allows short-term rentals (STRs) through Conditional Use Permits. This opens the door for a high-turnover, transient lodging complex rather than stable, long-term housing. NC zoning restricts such use specifically to maintain neighborhood stability and safety. Replacing NC with RI-U would remove those safeguards and effectively convert a quiet residential corridor into a transient rental zone, undermining community trust, safety, and the property values of long-term residents.

7. Floodway and Drainage Concerns

While rezoning 1.51 acres to R-A preserves the floodway, the project’s proximity raises serious concerns about storm-water runoff, erosion, and drainage. Increased impervious surfaces from multi-unit construction would channel water toward existing homes. A comprehensive hydrologic and drainage study must be required prior to any rezoning consideration.

8. Comprehensive Plan Consistency

Fayetteville’s City Plan 2040 calls for *context-sensitive infill* and *responsible land-use management*. This rezoning does neither. The area already fulfills its transitional role through NC zoning. Increasing density without corresponding upgrades to street, drainage, or pedestrian infrastructure would contradict City Plan 2040’s goals for balanced, infrastructure-supported growth.

Requested Clarifications and Conditions

Before any approval, I respectfully ask the Commission and Planning Staff to clarify or condition the following:

1. What zoning remains for the unaddressed 4.3 acres?

2. Will the applicant be required to complete traffic-impact, drainage studies, and environmental impact studies?
3. Will there be height, setback, and screening requirements to protect the existing NC corridor?
4. Will short-term rental eligibility be limited or prohibited?
5. Does the City find this rezoning consistent with the true intent of the City Plan 2040?

Closing

The Wildwood Townhomes proposal represents a dramatic and incompatible increase in density, traffic, safety risks, and transient activity within a corridor intentionally zoned for low intensity, neighborhood-serving uses. RI-U zoning is not appropriate for this area and would set a harmful precedent for future infill development on streets unequipped for such demand.

I respectfully urge the Planning Commission to deny the requested rezoning, or at minimum, defer the case until comprehensive traffic, drainage impact studies, and environmental impacts are completed and publicly reviewed.

Thank you for your time and consideration, and for including this letter in the official public record for this rezoning case.

Respectfully,

Chesley Hart Whiteside

Homeowner, 2959 W. Sauter Lane Fayetteville,
AR 72704

Public Comment
RZN-2025-0046

From: Kendra Powers <kpowers50@gmail.com>
Sent: Thursday, October 9, 2025 4:26 PM
To: Masters, Jessica <jmasters@fayetteville-ar.gov>
Subject: Formal Objection to Rezoning RZN-2025-0046

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.

Jessie, I am co-owner of the property located at 2959 W. Sauter Lane, Fayetteville, AR. Please find attached my formal objection to the rezoning of the above property at 2097 N Penelope Lane. Please advise if you need any clarification from me or additional information.

Thank you for your time and assistance.

Dr. Kendra Powers

October 9, 2025

To: Ms. Jessie Masters, Planning Staff, and Members of the Fayetteville Planning Commission
City of Fayetteville, Arkansas
113 W. Mountain Street
Fayetteville, AR 72701

Subject: *Letter of Opposition – Wildwood Townhomes Rezoning (W. Sauter Lane / N. Penelope Lane) Rezoning RZN-2025-0046*

Dear Planning Staff and Commissioners,

My name is Dr. Kendra Powers, and I am a co-owner of the property at 2959 W. Sauter Lane, located directly adjacent to the site proposed for the *Wildwood Townhomes* rezoning.

I moved to Fayetteville several years ago to establish roots, build my professional practice, and open a female-owned business serving families and individuals throughout Northwest Arkansas. I chose Fayetteville for its strong sense of community, environmental awareness, and commitment to balanced, responsible growth. Those same values guided my decision to invest in this neighborhood — both personally and professionally — because I believe thoughtful development and environmental stewardship are essential to Fayetteville's identity.

Our property represents a long-term investment in the stability, safety, and sustainability of this city. The surrounding area is zoned Neighborhood Commercial (NC) — a district designed for low-intensity uses, such as small offices or neighborhood-scale residential, that complement rather than overwhelm nearby homes. The proposed RI-U rezoning would contradict that intent, introducing high-density, two-story townhomes with reduced setbacks on lots directly behind existing single-family properties.

This type of development is not compatible with the character, infrastructure, or environmental realities of the area.

Traffic, Safety, and Environmental Impact

W. Sauter Lane and N. Penelope Lane are two-lane neighborhood streets with no sidewalks, no turn lanes, and limited sight lines. A 24-unit RI-U development would inject 150–200 new daily vehicle trips onto streets already strained by traffic from nearby projects along Mount Comfort Road. That level of activity would:

- Overburden the Sauter–Penelope intersection, which lacks traffic controls;
- Create unsafe conditions for pedestrians, children, and cyclists in a corridor without sidewalks;
- Restrict emergency vehicle access and increase congestion from parked cars and deliveries; and
- Accelerate wear on infrastructure not designed for multi-family density.

Equally important are the environmental consequences of this proposed upzoning. The site borders a designated floodway, and converting natural green space into impervious surfaces—rooftops, parking, and paved driveways—will increase stormwater runoff and erosion toward existing residential lots. Without a comprehensive hydrologic and environmental impact study, there is no assurance that drainage patterns, tree canopy, and groundwater quality will be protected.

Fayetteville’s own City Plan 2040 emphasizes *context-sensitive infill* and *environmental responsibility*. This project, as proposed, would do the opposite: it would intensify development at the expense of ecological balance, neighborhood safety, and sustainable infrastructure.

Preserving Community and Investment

As a local business owner and resident, I strongly believe in responsible growth—growth that supports Fayetteville’s economy while preserving the character and livability that make this city unique. My business success and personal investment are both tied to the

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city's reputation as a safe, sustainable, and community-driven place to live and work. Introducing high-density zoning in this location would erode that identity, replacing neighborhood cohesion with transient turnover and infrastructure strain.

For these reasons, I respectfully urge the Planning Commission to deny the rezoning request for the Wildwood Townhomes project, or at minimum defer the case until comprehensive traffic, drainage, and environmental impact studies are completed and publicly reviewed.

Thank you for your time, for your commitment to balanced growth, and for including this letter in the official public record.

Respectfully,

Dr. Kendra Powers

Co-Owner, 2959 W. Sauter Lane
Fayetteville, AR 72704

From: Swope, Heather <Heather.Swope@tyson.com>
Sent: Friday, October 10, 2025 12:01 PM
To: Masters, Jessica <jmasters@fayetteville-ar.gov>
Subject: RZN-2025-0046 (W MT COMFORT RD) rezoning

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.

I live at 2947 W Sauter Lane in Fayetteville and I'm writing you to voice my concerns about rezoning part of my neighborhood. I will not be able to attend Monday's meeting because my son has a football game in Bentonville.

My house backs up to a beautiful piece of land that is the home to several deer families and multiple red foxes and this is the property that is being rezoned for rentals. Rezoning this property will push the wildlife out of their homes. I've lived in Fayetteville for 50 years. I was born at the old Washington Regional, and I have always been proud of Fayetteville being the "tree huggers" of the area. I can remember when a lady lived in a tree where Target and Kohl's now stand in protest because trees were being cut down. I love how much we love

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the earth and all the beautiful things we share with it. I would hate to see this area destroyed so someone can turn a profit.

Wildlife isn't my biggest concern. My biggest concern is safety. Currently with the rental property in our neighborhood there is so much traffic and cars parked up and down the street adding to this would create safety issues. There are so many families with small children, and it is not safe for them to ride bikes, take walks or play in the front yard because of the number of cars already present. This neighborhood was the perfect place for first time homeowners with small children and rezoning and adding additional traffic and cars will be detrimental to our little community. We have multiple wreck each year I've lived here of cars trying to turn into our neighborhood off Porter Road. There was even a fatality!!! A person died because he was hit from behind trying to turn into our neighborhood. We do not need to cram more people into this small area and create more traffic. It is a definite safety concern.

Please consider not rezoning the property adjacent to my house.

Thank you,

Heather Swope

Heather Swope, Poultry RGM



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heather.swope@tyson.com

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From: Jenny Rives <jpierce26@gmail.com>
Sent: Saturday, October 11, 2025 2:45 PM
To: Masters, Jessica <jmasters@fayetteville-ar.gov>
Subject: Concern Regarding Proposed Development on Rural Land

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 Jessie,

I hope this message finds you well.

I am writing to express my concerns regarding the proposed housing development on rural land in the Westview Meadows subdivision currently under review by the City Development Review Board. As a resident who values both responsible growth and the preservation of our local environment, I believe this project warrants careful reconsideration.

The area in question is home to a wide variety of wildlife, including deer, foxes, armadillos, frogs, and many other species that rely on that habitat to survive. This land serves as a critical refuge for these animals, and developing it for housing could lead to the displacement—or worse, the loss—of native species that have lived there undisturbed for generations.

Just today I was driving down MLK and saw a buck dodging cars on the road and trying to reach safety. I would hate for that to happen in our area.

While I understand the need for new housing, I urge the board to consider the environmental cost of this development. Once these natural spaces are gone, they cannot be reclaimed. There may be alternative locations for housing that would have a lesser impact on local ecosystems and biodiversity.

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I appreciate the difficult balance your department must strike between development and preservation, and I hope that this concern will be taken into account as the project moves forward. I would welcome the opportunity to stay informed or be involved in any public discussions related to this decision.

Thank you for your time and attention.

Sincerely,
Jenny Rives
2973 West Sauter Lane, Fayetteville, AR 72704 918-269-4964

From: Derek Jackson <dljackson726@gmail.com>
Sent: Sunday, October 12, 2025 10:20 PM
To: Masters, Jessica <jmasters@fayetteville-ar.gov>
Subject: Rezoning Request RZN-2025-0046 (2097 N. Penelope Lane – Henbest Trust Property)

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 Commissioner,

We are the owners of 2953 W. Sauter Lane, which directly abuts the subject property at 2097 N. Penelope Lane.

We respectfully oppose Rezoning Request RZN-2025-0046, submitted by Bates & Associates on behalf of the Henbest Trust, to upzone approximately 4.09 acres from R-A (Residential Agricultural) to RMF-24 (Residential Multi-Family, 24 units per acre).

Our opposition is based on substantial concerns regarding land use compatibility, infrastructure capacity, and environmental impacts. We urge the Commission to consider whether this proposal meets the city's standards and goals for safe, sustainable development.

Land Use Compatibility & Neighborhood Context

The proposed rezoning would allow a significant intensification of use immediately adjacent to an established single-family neighborhood. Our property and surrounding homes on W. Sauter Lane are low density and zoned for single-family use or R-A.

Introducing RMF-24 here effectively creates a high-density pocket beside lower-density homes. This raises concerns about buffering, privacy, and overall compatibility with the existing neighborhood character.

Fayetteville planning principles call for transitional zoning and adequate buffers between single-family and multi-family areas. No specific site plan or buffering measures have been provided at this stage.

If approved, a three-story apartment building at up to 24 units per acre could be built directly behind single-family backyards. That would fundamentally alter the character of our residential enclave.

City Plan 2040 promotes infill while emphasizing context sensitivity and avoiding disruptive spot zoning in established neighborhoods. In our view, this rezoning fails that test by not harmonizing with the surrounding residential fabric.

Traffic & Infrastructure Capacity

We have serious reservations about the capacity of the local street network and nearby arterials to accommodate traffic from a high-density development. Penelope Lane is a small local street that currently carries light residential volumes.

Adding potentially 80 or more multi-family units on this site could translate to several hundred additional vehicle trips per day. This would sharply increase loading on Penelope Lane and W. Sauter Lane, which connect directly to W. Mount Comfort Road.

Mount Comfort Road is already a bottleneck during peak hours. Residents, including us, routinely experience significant delays turning into the neighborhood from Mount Comfort.

Morning congestion is often severe enough that many of us must reroute via N. Ruppel Road to safely access our homes. The Master Street Plan identifies Ruppel Road as a needed north-south arterial relief route for west Fayetteville, which underscores that Mount Comfort already struggles.

No Traffic Impact Analysis has been made available for this rezoning. Before any upzoning is granted, a thorough review of traffic implications is warranted, including whether intersection improvements or street upgrades are required to maintain safe conditions.

Approving RMF-24 without a clear plan for infrastructure improvements risks hazardous conditions and conflicts with the city's goal of a livable transportation network that grows with development.

Floodplain & Drainage Concerns

Public Comment

RZN-2025-0046

A substantial portion of the property lies within the Hamestring Creek floodplain and streamside area. Hamestring Creek and its tributaries in this vicinity include mapped Zone AE floodplain and active floodway.

A branch of Hamestring Creek runs along or through the site, and low-lying areas are subject to inundation during heavy rainfall. City planning documents show floodplain covers a significant portion of similar nearby properties.

City engineering standards strictly limit development in flood hazard areas. Any proposal would require a Floodplain Development Permit and compliance with the Drainage Criteria Manual and the Streamside Protection Ordinance.

Building in or near the flood zone triggers added scrutiny, including flood studies, elevation certificates, and possibly FEMA coordination if fill or alteration of the floodway is proposed. The Streamside Protection Zone also establishes buffers where no structures or parking may be built to preserve water quality and flood capacity.

No drainage report or hydrologic analysis has been provided to demonstrate how dense development would avoid exacerbating flood risks. Impervious surfaces from multi-family housing can greatly increase stormwater runoff.

Without proper detention design, this runoff could worsen flooding for downstream neighbors. Recent City Council action to remove a repeatedly flooded apartment complex in the Hamestring floodway is a cautionary example of what happens when dense housing is placed in flood-prone areas.

We urge a full engineering assessment of flood and drainage impacts before any rezoning is approved. As it stands, approving RMF-24 here would be premature and potentially in conflict with City Code Chapter 169 (Physical Alteration of Land) and stormwater policies intended to protect floodplain functions.

Environmental & Safety Impacts

Beyond flooding, the property's natural state provides ecological and community benefits that intense development would permanently diminish. The Hamestring Creek corridor contributes to a broader wildlife and green network.

The Streamside Protection Zone exists to maintain habitat and water quality. The site's undeveloped portion supports deer, birds of prey, and other wildlife that are increasingly squeezed by urban growth.

Fayetteville's adopted plans call for balancing growth with green infrastructure. City Plan 2040 calls to assemble an enduring green network for flood mitigation and quality of life.

Rezoning this floodplain-adjacent land for maximum residential density does not appear to align with that vision. Public safety for existing residents must also be considered.

Construction immediately behind our home raises concerns about noise, dust, and heavy-vehicle hazards on a small street. Once occupied, more vehicles and more transient activity would back up to family backyards.

Proper lighting, fencing, and long-term maintenance would be essential to protect neighborhood security, yet these details are unknown at the rezoning stage. Granting high-density entitlements on a constrained site without demonstrating how key infrastructure and safety issues will be addressed puts the cart before the horse.

Policy Alignment and Due Diligence

We ask the Commission to evaluate this request against core development policies. The comprehensive plan encourages infill and attainable housing, while emphasizing responsible growth that is sensitive to environment and context.

It is not evident that this rezoning meets those latter criteria. There is no publicly available analysis showing the site can feasibly support RMF-24 intensity given the floodplain and infrastructure limitations.

Granting the upzoning now, with so many unanswered questions, would not uphold the thoughtful, family-safe, environmentally conscious growth Fayetteville strives for. The prudent course is to deny or postpone this rezoning until robust studies are completed.

The applicant should demonstrate that flooding, drainage, traffic, and compatibility can be adequately mitigated before the base zoning is made more intensive. The burden of proof should rest with the applicant.

Conclusion

We respectfully ask that the Planning Commission recommend denial of RZN-2025-0046. In its current form, the request poses too many risks to our neighborhood and conflicts with sound planning practices.

Fayetteville values its neighborhoods, natural areas, and the safety of its citizens. Upholding those values here means declining a rezoning that is out of step with the site's realities and the community's interests.

Thank you for your time and consideration. Please contact us if further information or clarification would be helpful.

Public Comment

RZN-2025-0046

Sincerely,

Derek & Heather Jackson

Residents and Adjacent Property Owners

2953 W. Sauter Lane, Fayetteville, AR 72704

TO: Fayetteville Planning Commission

FROM: Jessie Masters, Planning Director

MEETING DATE: October 13, 2025

SUBJECT: **RZN-2025-0046: Rezoning (2097 N. PENELOPE LN/HENBEST, 363):**
Submitted by BATES & ASSOCIATES for property located at 2097 N. PENELOPE LN. The property is zoned R-A, RESIDENTIAL-AGRICULTURAL and RMF-24, RESIDENTIAL MULTI-FAMILY, 24 UNITS PER ACRE, and contains approximately 8.41 acres. The request is to rezone 2.58 acres of the property to R-A, RESIDENTIAL AGRICULTURAL and 1.51 acres to RI-U, RESIDENTIAL INTERMEDIATE, URBAN.

RECOMMENDATION:

Staff recommends denial of **RZN-2025-0046**.

This is a last-minute surprise to us.

RECOMMENDED MOTION:

*"I move to forward **RZN-2025-0046** to City Council with a recommendation of approval."*

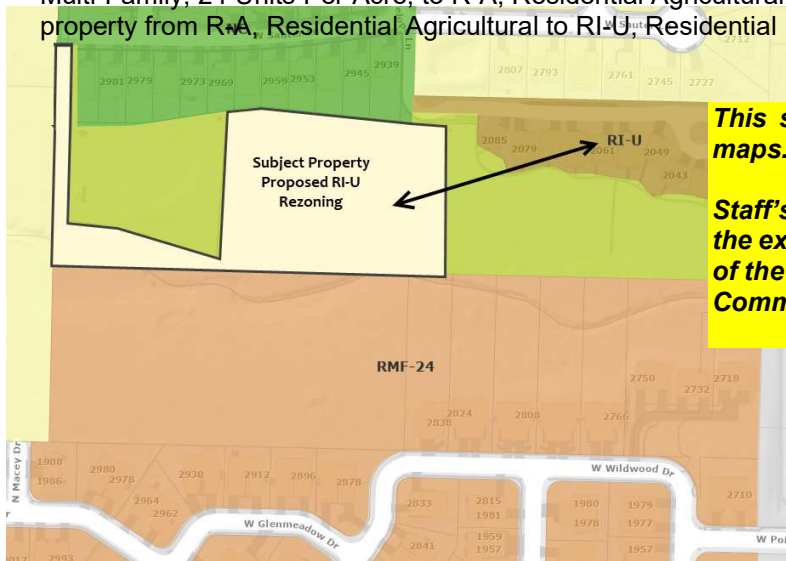
BACKGROUND:

The subject property is located approximately ½ mile west of I-49, just south of W. Mount Comfort Road. While the overall property contains approximately 8.41 acres, the applicant requests to rezone a portion of the property to R-A, Residential-Agricultural, and another portion of the property to RI-U, Residential-Intermediate, Urban. The property is located within the floodplain, floodway, and the streamside protection zone. 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	NC, Neighborhood Conservation, RI-U
South	Mixed-Density Residential	RMF-24, Residential Multi-Family, 24 Units Per Acre
East	Single-Family Residential	R-A, Residential Agricultural; RMF-24, Residential Multi-Family, 24 Units Per Acre, RI-U
West	Undeveloped	RSF-4, Residential Single-Family, 4 Units Per Acre

Request: The request is to rezone a portion of the subject property from RMF-24, Residential Multi-Family, 24 Units Per Acre, to R-A, Residential Agricultural, and another portion of the property from R-A, Residential Agricultural to RI-U, Residential Intermediate, Urban.



This screenshot is from the City GIS online maps.

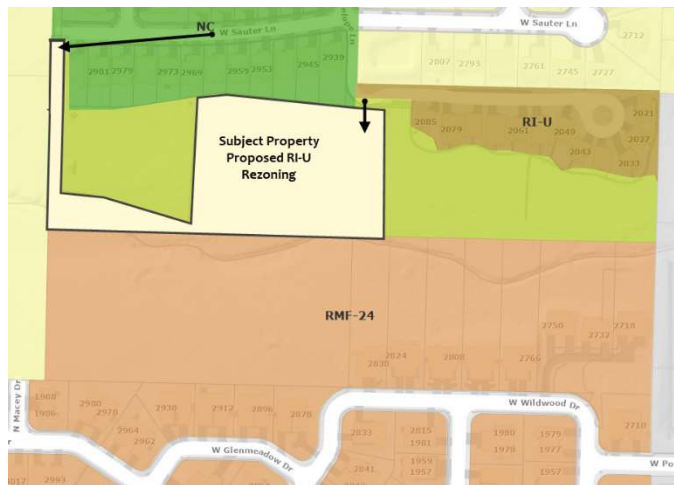
Staff's report is in error. Staff failed to include the existing RI-U property both north and east of the subject property. Staff should make the Commission aware of their mistake.

Public Comment: Staff has received public comment in opposition to this request, with primary concerns centered around traffic impacts, negative environmental impacts, and safety concerns for nearby families with children.

Out of multiple adjacent property owners, two have sent in written comments to Staff. Having been on the Commission myself for 7 years, I am fairly sure this (a copy-n-paste) comment by Staff, in some form, has been included in just about every application for any rezoning, subdivision, anything development-related ever requested. While contact information was made clear to all surrounding property owners, none have contacted us with any concerns as of 10/11/25.

INFRASTRUCTURE AND ENVIRONMENTAL REVIEW:

Streets: The subject area has no street frontage.



Again, Staff has made an additional error. The property has access to both a public street (Sauter) and a private street (Penelope). Hence the address Staff used for their report, "2097 N Penelope Lane" - as depicted in the top left illustration. Further, Staff is fully aware that with future development comes future infrastructure improvements, including streets.

Water: Public water is available to the subject area. An existing 8-inch water main is present along N. Penelope Lane.

Sewer: Sanitary sewer is available to the subject area. An existing 8-inch sewer main is present along east side of the subject properties, and an existing 10-inch sewer main is present across the middle of the subject properties. There are known wet weather sewer capacity issues identified in the City's 2021 Sewer Master Plan that appear in the system adjacent to this property.

Since they are "known issues", maybe the tens of thousands of dollars of water and sewer impact fees generated by our development can be used to help the city seal their inlets from storm water intrusion. Or, since we are all being charged a stormwater utility fee now...

Drainage: A portion of the property lies within a FEMA Floodplain, there is a protected stream, and hydric soils are present in the area. 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 will be issued for the property a statement/report from an environmental professional must be provided summarizing the existence of wetlands on the property. If this statement/report indicates that wetlands may be present on site, a USACE Determination of Jurisdictional Wetlands will be required at the time of development submittal. No portion of the property lies within the Hillside-Hilltop Overlay District.

In summary, these are the same issues located all over west Fayetteville that we deal with on a regular basis, and are all issues that will need to be addressed at the time of development – standard operating procedure. These issues were thoroughly discussed with Staff and the Floodplain Administrator prior to submittal. In this request, as a first step, we are actually downzoning some of the RMF-24 property to R-A in effort to make sure sensitive areas won’t be impacted. Further, I sincerely doubt anyone involved in this rezoning has any more knowledge than I do in dealing with wetlands, environmentally sensitive ecosystems, hydric soils (which do not necessarily indicate the presence of wetlands), wetland remediation, FEMA requirements, etc. Certainly not the Staff. RE: Paradigm Development and Park West Wetlands remediation and restoration circa 2005.

Fire: Fire apparatus access and fire protection water supplies will be reviewed for compliance with the Arkansas Fire Prevention Code at the time of development. Station 8, located at 2266 W Deane St., protects this site. The property is located approximately 1 miles from the fire station with an anticipated drive time of approximately 3 minutes using existing streets. The anticipated response time would be approximately 5.2 minutes. Fire Department response time is calculated based on the drive time plus 1 minute for dispatch and 1.2 minutes for turn-out time. Within the City Limits, the Fayetteville Fire Department has a response time goal of 6 minutes for an engine and 8 minutes for a ladder truck.

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

Tree Preservation:

The proposed zoning districts, RI-U, Residential Intermediate, Urban and R-A, Residential Agricultural require **15% and 25% minimum canopy preservation, respectively**. The current zoning districts, RMF-24, Residential Multi-Family, 24 Units per Acre and R-A, Residential-Agricultural require **20% and 25% minimum canopy preservation**.

The area where we are requesting RI-U zoning has ZERO trees. With this zoning, development will ADD trees to the area. Under the current zoning, there is a much higher potential for losing existing trees.

CITY PLAN 2040 FUTURE LAND USE PLAN: The City Plan 2040 Future Land Use Plan designates the property within the proposed rezone as **Residential Neighborhood and Natural 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.

Natural Areas consist of lands approximating or reverting to wilderness conditions, including those with limited development potential due to topography, hydrology, vegetation or value as an environmental resource. These resources can include stream and wildlife corridors, as well as natural hubs and cores, many of which are identified in the generalized enduring green network. A Natural Area designation would encourage a development pattern that requires conservation and preservation, prevents degradation of these areas, and would utilize the principles of low impact development stormwater infrastructure for all developments. Natural Areas are prime candidates for conservation subdivision design and/or clustered development patterns.

This is PRECISELY why we are requesting the zoning adjustments that we are. The property CAN BE BUILT ON now under its current zoning. We are simply trying to acquire a zoning that will permit us to develop under the above-described principles; cannot be done under current zoning.

CITY PLAN 2040 INFILL MATRIX: City Plan 2040's Infill Matrix indicates a score of **3-5** for this site with a weighted score of **4.5**. The following elements of the matrix contribute to the score:

- Adequate Fire Response (Insert fire information here)
- Near Sewer Main (8" and 10" adjacent to the property)
- Near Water Main (8" along Penelope Ln)
- Near City Park (Bryce Davis Park)
- Near Paved Trail (Hamestring Creek Park)

FINDINGS OF THE STAFF

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

Finding: ***Land Use Compatibility:*** Staff finds that the requested rezoning appears generally compatible with the surrounding area and existing land uses. The applicant proposes to rezone approximately 4 acres of an 8-acre parcel, which is currently split-zoned R-A (Residential-Agricultural) to the north and RMF-24 (Residential Multi-Family, 24 units/acre) to the south. Adjacent land uses include a recently developed single-family subdivision to the north, a cluster housing development zoned RI-U (Residential Intermediate–Urban) to the east, and a two-family residential development to the south. While the request could support a broader range of housing types consistent with nearby development patterns, staff notes concerns related to the environmental constraints of the site. A significant portion of the property lies within the floodplain, with some areas located in the floodway. These conditions, along with limited street access, already restrict development potential and present challenges for future infrastructure and site design.

The proposed upzoning to RI-U, which does not include a density cap, may allow the applicant to concentrate development in less environmentally sensitive portions of the site, potentially improving feasibility while aligning with broader housing goals. However, the lack of direct street frontage to the area proposed for rezoning could pose access and connectivity issues, which may impact future development outcomes. Overall, the request presents both opportunities and challenges. While the rezoning could provide flexibility for compatible residential development, the site's environmental constraints and access limitations will need to be carefully considered as part of any future development plan. The property also has a high level of zoning entitlement on the southern portion of the property. On the balance of considerations, staff recommends denial of this request.

Land Use Plan Analysis: Staff finds the proposed rezoning to be consistent with the goals in City Plan 2040 and the property's future land use designation as Residential Neighborhood area, though inconsistent with the portion of the property that is designated as a "Natural" area. The applicant's decision to downzone a portion of the RMF-24 area to R-A indicates an attempt to acknowledge some portion of the ecologically sensitive areas on the property, but leaving a portion of the property as R-A rather than rezoning to RI-U would be more in line with the intent of the "Natural Area" designation. Given the future land use classification of this portion of the site, staff would recommend denial of the request to stay in line with that plan.

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 insufficient justification to rezone the property from R-A to RI-U, though recognizes the existing entitlement on the southern half of the property that is being downzoned from RMF-24 to R-A. This limited exchange in density and land use allowance may make for a project that is more reflective of the floodplain requirements by avoiding development in the floodway entirely.

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

Finding: A rezoning from R-A to RI-U has the potential to increase traffic to this location, and could be to an appreciable degree, though there are limiting factors to the property. The property has a very limited amount of public street frontage, so fire access in the future could be challenging, and could limit the number of overall units that are provided. Further, the property is within the floodplain, which carries a set of additional design standards that could also naturally limit the amount of development on the property.

I don't disagree with this finding at all. That's why we have the future process called "Preliminary Plat". And, Staff just said it themselves, "...carries a set of additional design standards that could also naturally limit the amount of development on the property". Correct! We will be addressing these EXACT SAME issues REGARDLESS of the zoning designation. So, why hold up the rezoning? There are PLENTY if things to be discussed that will prevent anything ridiculous for being constructed under the new zoning.

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 property has access to water and sewer, and any increase in density would have to be balanced with appropriate upsizing of those facilities to be borne by the developer. There are known wet-weather issues in the adjacent sewer line. Fayetteville Public Schools did not comment on the 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.

a. It is indeed impractical to develop 120+ apartments on the south half of the property. If this request fails, it COULD BE more as we won't be down-zoning the sensitive areas. Of course we would never actually build on these areas, but we can use the acreage for calculating additional units. The RMF area to be downzoned currently would provide for AT LEAST 60 RMF units.

b. The extenuating circumstances are the RI-U zoning allows us to design a project where we can group a variety of single-family homes to the far north end of the property to avoid sensitive lower-lying areas. We need the RU-I designation before we are able to design the project. RI-U is already in the immediate area and provides regulations that allow for compact lots with smaller setbacks between our houses, and a front "build-to" zone as opposed to a 35ft front and rear setback.

Zoning is the FIRST step to ANY development. You must know FROM THE ONSET under what zoning regs to design the development. Otherwise, we are just wasting our time and money.

That's a pretty extenuating circumstance – one that's afforded every day to other developments, so why is this project not receiving the same, reasonable consideration?

Finding: **N/A**

RECOMMENDATION: Planning staff recommends denial of RZN-2024-0046.

Having met with Staff prior to submittal, and then altering the originally submitted plan to accommodate Staffs concerns, up until an 11th hour email from Staff, we assumed Staff was in full support of the zoning request.

"Good afternoon, Tracy and team,

I apologize for the late heads up on this, but I wanted to make you aware of staff's final recommendation on this item. Though I recognize that you took steps to take staff's advice after an early review, in its final stages, we will be recommending denial.

I do feel comfortable saying that this is an edge case, but given the existing zoning entitlement on the southern end of the property, the significant floodplain/floodway, limited access to the overall

property, and lack of compliance with the future land use map considerations for the area, we did not feel that we had enough information to support the request.

I can discuss this with you further if necessary. I will unfortunately be out of the office due to a family matter tomorrow, but will be back in time for Planning Commission on Monday. Further, I did want to give you the heads up that this is the last item on a very lengthy agenda, so plan to be there quite late. And finally, if you would like to request to table to discuss further, I would support that as well.

Thank you..."

Of course, since Staff's newfound position came to us at the last moment via the above email. Albeit we made several attempts, Staff was unable to speak to me (phone, in person, or even by email response about their sudden change of heart, and/or perspective apparently.

Per the above, we are unsure what Staff means by "final review". Again, we felt we had altered plans to what Staff claimed they would support. Staff had the plan, revised address their initial comments, for several weeks prior to just now notifying us they intended to recommend denial.

To address some of the public comment that might be considered relevant...

One Westview resident sent in public comment referencing "endangered species", environmental issues, "responsible, transparent growth", neighborhood character, lot compatibility, etc. The first question I would have to ask her is, did she share these same concerns with anyone when she moved into her newly built house (adjacent to the proposed rezoning) less than 4 years ago? Or, did all these issues come about right after she moved in?

"While the applicant asserts that RI-U provides a "compatible transition," it does not. NC zoning already serves that transitional function; replacing it with RI-U would leapfrog the City's zoning hierarchy and erode the very compatibility that NC was designed to protect."

What makes a better "transition from NC to RMF-24 than RI-U? Further, there is RI-U within Westview Meadows itself. "Leapfrog the city's zoning hierarchy"? There is RI-U zoning, within her very own neighborhood, adjacent to the property which we are requesting RI-U zoning! She could hit it with a rock thrown from her front yard!

The same person states, "The proposed two-story townhomes would hover over existing single-story homes, introducing privacy and visual intrusions and eliminating the green buffers that define the area today."

The very person who made this comment OWNS and LIVES in a "two-story" home. As inaccurate as it may be, the statement is still pretty darn hypocritical. I find this statement to be disingenuous considering we have not submitted or distributed ANY elevations of any kind and have not suggested any dwellings will be two-story or otherwise. So, I am unsure of from where the commentor gets her egregiously flawed information. This is an example of, "If you pile on enough complaints, something has gotta stick".

While we always consider everyone's concerns, this is easily summed up, honestly. The whole of her letter basically contains most of the "not in my back yard" arguments, talking points and buzz words ChatGPT could come up with. But I have to hand it to her for including what is likely nearly every "anti-" argument anyone has ever used.

There are statements made that include assumptions that don't exist, reference of development policies that are simply inaccurate and are not even applicable, uninformed assertions regarding

transect zoning, and proof that just because you can get AI to write it, it doesn't mean its accurate. However, I would be happy to debate each and every statement she made. I and my staff were very involved with and instrumental in the development of the City's initial Form-based Development Plan (including Transect Zoning, enduring green networks, wide range of housing, etc) with Dover Kohl and Partners, CityPlan 2020 (I think it was), back in 2008ish, I think it was?

In case anyone is under some misconception, the property CAN BE built on today under its current R-A zoning. And, it WILL BE built on, one way or the other. The only question is, do we want sprawl-type development, or do we want development designed to follow the City's growth plans? We could build big old three-story 6 bedroom and 6 bath barndominiums up next to the neighbor's houses, or we can develop something much more appealing that fits nicely into and will improve the built environment.

By voting against this rezoning, you WILL BE voting in favor of sprawl.

Developer



Summary –

This request is being discussed as something MUCH broader than what it really is. So, in effort to draw this back proposal back down to the level of what we are actually dealing with...

1. The entire parcel is approximately 8.4 acres, consisting of RMF-24 (apartments) zoning from the north side of Hamstring creek to the south property border. Of the 8.4 acres, 5.0 acres are zoned RMF-24. That translates to 120 apartment units, up to five stories tall – BY RIGHT. We are actually requesting to **DOWNZONE** a major portion of it from multifamily to R-A in effort to help insure potentially sensitive areas are protected long term. By doing this, we potentially lose ability to construct approximately 36 units.
2. The entire reason for the requested rezoning is an effort to concentrate homes within a compact area and avoid building in more sensitive areas; and place dwellings in higher elevation areas which are currently treeless, grassy areas that have been recontoured in recent years.

3. It is likely not practical (not welcome) to develop 300+ MF bedrooms on the south half of the property. If this request fails, it COULD BE even more as we won't be down-zoning the sensitive areas. Of course we would never actually build in sensitive areas, but we can use the acreage for calculating additional units.
4. "Extenuating circumstances" - The extenuating circumstances are the RI-U zoning allows us to design a project where we can group a variety of single-family homes to the far north end of the property to avoid sensitive lower-lying areas. We need the RU-I designation before we are able to design the project. RI-U is already in the immediate area and provides regulations that allow for compact lots with smaller setbacks between our houses, and a front "build-to" zone as opposed to a 35ft front and rear setback.

Zoning is the FIRST step to ANY development. You must know FROM THE ONSET under what zoning regs to design the development. Otherwise, we are just wasting our time and money.

That's a pretty extenuating circumstance – one that's afforded every day to other developments, so why is this project not receiving the same, reasonable consideration?

5. This is a "rezoning" request, this is not a "preliminary plat" request for development. Regardless of the zoning, any future development is subject to all conditions associated with the property, regardless of what those conditions are, and regardless of zoning classification. Staff has stated this time and time again throughout their report.
6. All Parties are fully aware that the city will have the opportunity and has the ability to put the brakes on any future development regardless of zoning.
7. Regarding Access – *****This is VERY IMPORTANT for the Planning Department, Engineering Department, and City Attorney to be aware of. The Commission needs to be aware of and understand this...**

We were trying to avoid bringing this up, as we thought we had Staff's support for our rezoning. Now that Staff has, effectively reversed, we feel we now have no choice. We wanted to just quietly fix the issue and let it be resolved, but that's now that's longer a possibility.

The fact is, the City (and quite possibly a developer) has some major culpability in this mess of an issue that we are trying to fix (as we so often have to do) with our project. With the previous development, the city did not require the dedication of public ROW and constructed stub-out from Penelope to the subject property – which is STANDARD CITY POLICY FOR ALL DEVELOPMENT, to insure no private property becomes landlocked or undevelopable in the future. The city FAILED the Henbest family who, of course did not know any better and trusted the city to behave in their best interest, or at the LEAST to the degree of implementing basic development regulations and requirements. We have identified several corners that were cut and other lack of consideration with the development of the adjacent neighborhood.

8. The zoning request is to lock down "WHAT" we can build, not "HOW MUCH" we can build. We can actually build A LOT more under the current zoning than we can under the proposed zoning.
9. All Parties are fully aware that the city will have the opportunity and has the ability to put the brakes on any future development regardless of zoning.

And remember...

The opposite of “bad development” is NOT “No development”.
The opposite of “bad development” is “Good development”.

Concept -



Additional Information Received

Date Received: MM/DD/YYYY	11/18/2025
Time: 00:00 (AM/PM)	5:40PM
From: Name & Title	Tracy Hoskins, Applicant
To: Name & Title	City Council
Agenda Meeting Date: MM/DD/YYYY	11/18/2025
Civic Clerk Number: Ex. 2025-994	2025-2131
Forwarded to City Attorney's Office and Department Head	Applicant provided handout during meeting.

Concept Plan -



Summary –

Regardless of whether the zoning proposal is approved or not, the property CAN be developed as it is currently zoned. It's simply a matter of HOW it is developed.

Under existing split zoning,

1. North side - SF homes can be built, by right, directly adjacent to existing properties/neighbors, but at a very low “sprawl” density of RA.
2. Stream side protection remains as it is today – RMF-24 zoning.
3. Roughly 120+/- Apartments can be built, by right, within 50ft of the stream. Traffic would have to be funneled through adjacent neighborhoods.

Under the proposed zoning,

1. The RI-U will provide the necessary tools to be able to plan and develop the property responsibly and in the spirit of – CITY PLAN 2040 FUTURE LAND USE PLAN (relevant language attached below).*
2. The creek sides (potentially sensitive areas) become more protected by the downzoning from RMF-24 to RA.
3. Final Density is significantly decreased, along with the impact that goes with higher density.
4. The proposed zoning allows us to design for smaller lots clustered in areas to help minimize the overall impact of the development.

The relevant issue is whether the requested zoning is compatible in use and density. Staff even states that the proposed zoning is appropriate – which is a good thing since they helped advise us as to what zoning would be appropriate to request. Anything outside of this is a **DEVELOPMENT** issue which can be addressed at the time of development submittal.

*CITY PLAN 2040 FUTURE LAND USE PLAN: The City Plan 2040 Future Land Use Plan designates the property within the proposed rezone as **Residential Neighborhood and Natural 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.

Natural Areas consist of lands approximating or reverting to wilderness conditions, including those with limited development potential due to topography, hydrology, vegetation or value as an environmental resource. These resources can include stream and wildlife corridors, as well as natural hubs and cores, many of which are identified in the generalized enduring green network. A Natural Area designation would encourage a development pattern that requires conservation and preservation, prevents degradation of these areas, and would utilize the principles of low impact development stormwater infrastructure for all developments. Natural Areas are prime candidates for conservation subdivision design and/or clustered development patterns.



MEETING OF JANUARY 20, 2026

TO: Mayor Rawn and City Council

THROUGH: Keith Macedo, Chief of Staff
Jonathan Curth, Development Services Director
Jessica Masters, Planning Director

FROM: Donna Wonsower, Senior Planner

SUBJECT: **RZN-2025-0050: Rezoning (5901 W MICHAEL COLE DR/MICHAEL COLE DR LLC, 436): Submitted by SWOPE CONSULTING for property located at 5901 W. MICHAEL COLE DR. in WARD 4. The property is zoned R-A, RESIDENTIAL-AGRICULTURAL and contains approximately 7.67 acres. The request is to rezone the property to RI-12, RESIDENTIAL INTERMEDIATE, 12 UNITS PER ACRE and CCR, CONSERVATION, CULTURAL, AND RECREATION.**

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 west Fayetteville approximately 500 feet south of the intersection of W. Michael Cole Dr. and W. Wedington Dr. The subject area contains 8.50 acres, only 7.67 acres of which is under consideration with this request. The area is composed of three parcels which are zoned R-A, Residential Agricultural and which have been constructed with a 2,263 square-foot single-family dwelling constructed in 1979 along with multiple outbuildings. Portions of the property are located within the Federal Emergency Management Agency (FEMA) designated floodplain and floodway, and the locally-designated streamside protection zone.

Request: The request is to rezone the subject property from R-A, Residential Agricultural to RI-12, Residential Intermediate, 12 Units per Acre (4.14 acres) and CCR, Conservation, Cultural, and Recreation (3.53 acres). A 0.83-acre portion of the property is proposed to remain R-A, Residential Agricultural.

Public Comment: Staff did not receive any public comment relating to the rezoning request.

Land Use Compatibility: Staff finds that the requested rezoning appears generally compatible with the surrounding area and existing land uses. The applicant proposes to rezone approximately 4.14 acres in the north to RI-12, Residential Intermediate, 12 Units per Acre. While the property is primarily surrounded by R-A, Residential Agricultural zoning to the north, south, and east, staff finds that these adjacent lots are generally constructed in-line with RMF-6 standards rather than the significantly larger lot sizes and lower densities required of the R-A district. There are a high number of two-family dwellings in the immediate vicinity and an approximately five-acre development under construction at the W. Wedington/Michael Cole intersection that includes four-family dwellings primarily. While there is some overlap with existing floodplain proposed in the

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov

RI-12 rezoning area, the applicant has indicated an intent to submit a letter of map revision (LOMR) to FEMA to revise the floodplain boundaries and remove this encroachment. Additionally, the request proposes to upzone the portion of the property outside of the floodplain and downzone the portion of the property within it, creating an overall density allowance of 49 residential units. Further, adjacent developments and rezonings have been slowly increasing the density of the surroundings, and a rezoning to RI-12 could support a broader range of housing types in an area experiencing increased demand for housing and other services.

A significant portion of the property lies within the floodplain, with some areas located in the floodway. Most of this area is proposed to be rezoned to CCR, Conservation, Cultural and Recreation, a district intended to “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.” A legal instrument has been provided to preserve this area in alignment with zoning requirements and would need to be fully executed prior to City Council approval. Staff finds the preservation of this area would remove development entitlements within sensitive environmental areas and provide permanent protection for the floodplain and streamside protection areas. The existing house is proposed to remain R-A, Residential Agricultural, which would permit it and its associated outbuildings to be utilized and maintained. On the balance of considerations, staff recommends approval of this request.

Land Use Plan Analysis: Staff finds the proposed rezoning to be generally consistent with the goals in City Plan 2040 and the property's split future land use designation as a Residential Neighborhood area and “Natural” area. The applicant's decision to downzone a portion of the area to CCR indicates an attempt to acknowledge and protect ecologically sensitive areas on the property, while zoning the remainder of the subject area to permit a similar development entitlement outside of the floodplain.

CITY PLAN 2040 INFILL MATRIX: City Plan 2040's Infill Matrix indicates a score of **1-5** for this site. The following elements of the matrix contribute to the score:

1. Adequate Fire Response (Station 7, 835 N. Ruppel Rd)
2. Near Sewer Main (10" and 12" within the property)
3. Near Water Main (4", Michael Cole Dr.)
4. Near City Park (Harmony Pointe Park)
5. Near Paved Trail (Wedington Side Path)

DISCUSSION:

At the December 8, 2025 Planning Commission meeting, a vote of 8-0-0 forwarded the request to City Council with a recommendation of approval. Commissioner Payne motioned and commissioner Cabe seconded. Commissioners asked for clarification regarding why the item had previously been tabled and the differences between tree preservation easements and the proposed conservation zoning district. No members of the public spoke at the meeting.

BUDGET/STAFF IMPACT:

NA

ATTACHMENTS: 3. Staff Review Form, 4. Exhibit A, 5. Exhibit B, 6. Staff Report , 7. Michael Cole Drive LLC Conservation Easement, 8. Additional Information - RZN-2025-0050 Floodplain Exhibit

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 #: 2025-2620

AN ORDINANCE TO REZONE THE PROPERTY DESCRIBED IN REZONING PETITION RZN 2025-0050 FOR APPROXIMATELY 7.67 ACRES LOCATED AT 5901 WEST MICHAEL COLE DRIVE IN WARD 4 FROM R-A, RESIDENTIAL-AGRICULTURAL TO RI-12, RESIDENTIAL INTERMEDIATE, 12 UNITS PER ACRE AND CCR, CONSERVATION, CULTURAL, AND RECREATION SUBJECT TO A CONSERVATION EASEMENT

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby changes the zone classification of the property shown on the map (Exhibit A) and the legal description (Exhibit B) both attached to the Planning Department's Agenda Memo from R-A, Residential-Agricultural to RI-12, Residential Intermediate, 12 Units Per Acre and CCR Conservation, Cultural, and Recreation, subject to the attached conservation easement.

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

2025-2620

Item ID

1/6/2026

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

Jonathan Curth

12/19/2025

DEVELOPMENT REVIEW (630)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

RZN-2025-0050: Rezoning (5901 W MICHAEL COLE DR/MICHAEL COLE DR LLC, 436): Submitted by SWOPE CONSULTING for property located at 5901 W. MICHAEL COLE DR. in WARD 4. The property is zoned R-A, RESIDENTIAL-AGRICULTURAL and contains approximately 7.67 acres. The request is to rezone the property to RI-12, RESIDENTIAL INTERMEDIATE, 12 UNITS PER ACRE and CCR, CONSERVATION, CULTURAL, AND RECREATION.

Budget Impact:

Account Number

Fund

Project Number

Project Title

Budgeted Item? No

Total Amended Budget

\$ -

Expenses (Actual+Encum)

\$ -

Available Budget

\$ -

Does item have a direct cost? No

Item Cost

\$ -

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ -

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:

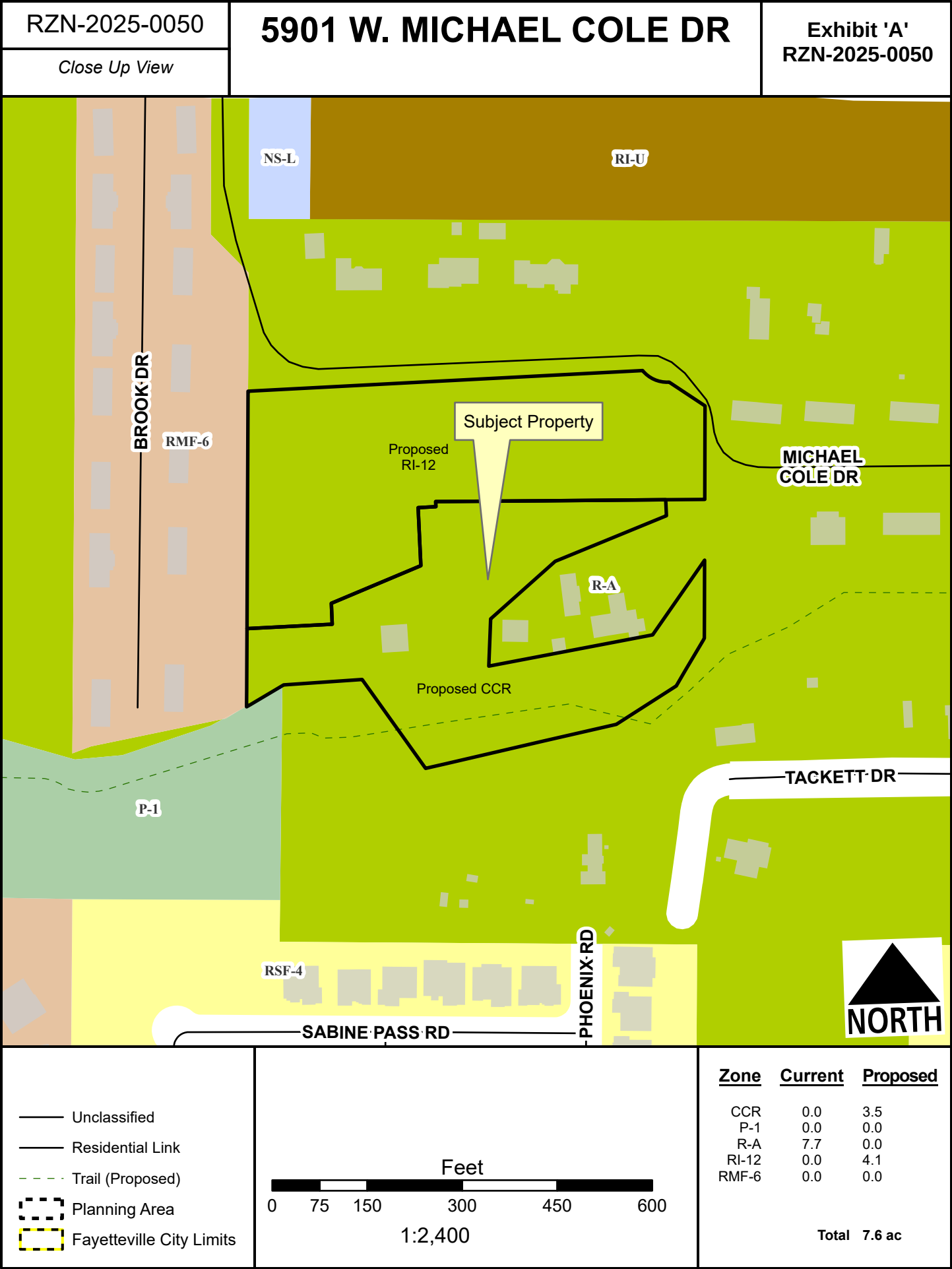


Exhibit 'B'
RZN-2025-0050

PROPOSED RI-12 ZONING

SURVEY DESCRIPTION

A TRACT OF LAND BEING A PART OF LOT 3A, OF THE MILDRED LEE ESTATES, AS RECORDED IN PLAT FILE #2025-00008131, WASHINGTON COUNTY, ARKANSAS. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NW CORNER OF LOT 3A IN MILDRED LEE ESTATES, PHASE 1; THENCE ALONG THE NORTH LINE OF SAID LOT N 88°59'29" E A DISTANCE OF 250.64' TO A ; THENCE N 89°00'55" E A DISTANCE OF 373.09' TO A FOUND IRON REBAR; THENCE WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 47.47', WITH A RADIUS OF 50.00', WITH A CHORD BEARING OF S 64°26'47" E, WITH A CHORD LENGTH OF 45.71' TO A FOUND IRON REBAR; THENCE S 54°29'46" E A DISTANCE OF 67.90' TO A FOUND IRON REBAR BEING THE NE CORNER OF LOT 3A; THENCE ALONG THE EAST LINE OF SAID LOT 3A S 02°09'41" W A DISTANCE OF 147.65' TO A POINT; THENCE N 88°28'43" W A DISTANCE OF 424.82' TO A POINT; THENCE S 00°00'00" E A DISTANCE OF 8.00' TO A POINT; THENCE S 89°00'16" W A DISTANCE OF 27.92' TO A POINT; THENCE S 00°35'00" E A DISTANCE OF 91.69' TO A POINT; THENCE S 69°11'26" W A DISTANCE OF 153.42' TO A POINT; THENCE S 00°48'53" E A DISTANCE OF 33.00' TO A POINT; THENCE S 89°00'16" W A DISTANCE OF 134.85' TO A POINT ON THE WEST LINE OF SAID LOT 3A; THENCE ALONG SAID WEST LINE N 02°16'02" E A DISTANCE OF 374.90' TO THE POINT OF BEGINNING, CONTAINING 180,455 SQ. FEET, 4.14 ACRES, MORE OR LESS.

PROPOSED CONSERVATION, CULTURAL,

AND RECREATION ZONING DISTRICT

SURVEY DESCRIPTION

A TRACT OF LAND BEING A PART OF LOT 3A, OF THE MILDRED LEE ESTATES, AS RECORDED IN PLAT FILE #2025-00008131, WASHINGTON COUNTY, ARKANSAS. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FROM THE NW CORNER OF LOT 3A IN MILDRED LEE ESTATES, PHASE 1; THENCE ALONG THE WEST LINE OF SAID LOT 3A S 02°16'02" W A DISTANCE OF 374.90' TO A POINT BEING THE POINT OF BEGINNING; THENCE LEAVING SAID WEST LINE N 89°00'16" E A DISTANCE OF 134.85' TO A POINT; THENCE N 00°48'53" W A DISTANCE OF 33.00' TO A POINT; THENCE N 69°11'26" E A DISTANCE OF 153.42' TO A POINT; THENCE N 00°35'00" W A DISTANCE OF 91.69' TO A POINT; THENCE N 89°00'16" E A DISTANCE OF 27.92' TO A POINT; THENCE N 00°00'00" W A DISTANCE OF 8.00' TO A POINT; THENCE S 88°28'43" E A DISTANCE OF 363.26' TO A POINT; THENCE S 00°43'23" E A DISTANCE OF 25.19' TO A POINT; THENCE S 69°41'26" W A DISTANCE OF 190.01' TO A POINT; THENCE S 50°14'35" W A DISTANCE OF 136.41' TO A POINT; THENCE S 04°22'29" W A DISTANCE OF 74.47' TO A POINT; THENCE N 81°13'21" E A DISTANCE OF 263.43' TO A POINT; THENCE N 36°48'00" E A DISTANCE OF 143.57' TO A POINT ON THE EAST LINE OF LOT 3A; THENCE ALONG SAID EAST LINE S 02°09'41" W A DISTANCE OF 123.23' TO THE SE CORNER OF LOT 3A; THENCE ALONG THE SOUTH LINE OF SAID LOT S 32°33'23" W A DISTANCE OF 87.47' TO A POINT; THENCE S 59°20'23" W A DISTANCE OF 112.10' TO A POINT; THENCE S 78°59'23" W A DISTANCE OF 309.15' TO A POINT; THENCE N 33°33'07" W A DISTANCE OF 172.35' TO A POINT; THENCE S 88°05'50" W A DISTANCE OF 124.20' TO A POINT; THENCE S 61°22'11" W A DISTANCE OF 68.00' TO THE SW CORNER OF LOT 3A; THENCE ALONG THE WEST LINE OF SAID LOT N 02°16'02" E A DISTANCE OF 123.34' TO THE POINT OF BEGINNING, CONTAINING 153,953 SQ. FEET, 3.53 ACRES, MORE OR LESS.



TO: Fayetteville Planning Commission

THRU: Jessie Masters, Planning Director

FROM: Donna Wonsower, Senior Planner

MEETING DATE: December 8, 2025 (UPDATED WITH MEETING RESULTS)

SUBJECT: **RZN-2025-0050: Rezoning (5901 W MICHAEL COLE DR/MICHAEL COLE DR LLC, 436):** Submitted by SWOPE CONSULTING for property located at 5901 W. MICHAEL COLE DR. The property is zoned R-A, RESIDENTIAL-AGRICULTURAL and contains approximately 7.67 acres. The request is to rezone the property to RI-12, RESIDENTIAL INTERMEDIATE, 12 UNITS PER ACRE and CCR, CONSERVATION, CULTURAL, AND RECREATION.

RECOMMENDATION:

Staff recommends forwarding **RZN-2025-0050** to City Council with a recommendation of approval.”

RECOMMENDED MOTION:

*“I move to forward **RZN-2025-0050** to City Council with a recommendation of approval.”*

NOVEMBER 10, 2025 PLANNING COMMISSION MEETING:

At the November 10, 2025 Planning Commission meeting, the rezoning was tabled at the applicant’s request to provide additional time to coordinate staff comments.

BACKGROUND:

The subject property is in west Fayetteville approximately 500 feet south of the intersection of W. Michael Cole Dr. and W. Wedington Dr. The subject area contains 8.50 acres, only 7.67 acres of which is proposed to be rezoned. The area is composed of three parcels which are zoned R-A, Residential Agricultural and which have been constructed with a 2,263 square-foot single-family dwelling constructed in 1979 along with multiple outbuildings. The property is located within the floodplain, floodway, and the streamside protection zone. Surrounding land uses and zoning are depicted in *Table 1*.

Table 1:
Surrounding Land Uses and Zoning

Direction	Land Use	Zoning
North	Single- and Two-Family Residential	R-A, Residential Agricultural
South	Single-Family Residential; Harmony Pointe Park	R-A, Residential Agricultural; P-1, Institutional
East	Single- and Two-Family Residential	R-A, Residential Agricultural
West	Two-Family Residential	RMF-6, Residential Multi-Family, 6 Units Per Acre

Request: The request is to rezone the subject property from R-A, Residential Agricultural to RI-12, Residential Intermediate, 12 Units per Acrea (4.14 acres) and CCR, Conservation, Cultural,

and Recreation (3.53 acres). A 0.83 acre portion of the property is proposed to remain R-A, Residential Agricultural.

Public Comment: Staff has not received any public comment at this time.

INFRASTRUCTURE AND ENVIRONMENTAL REVIEW:

Streets: The property's frontage along West Michael Cole Drive, a residential link, 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 available to the subject area. There is an existing 4-inch water main along the south side of W. Michael Cole Drive.

Sewer: Sanitary sewer is available to the subject area. There is an existing 10-inch and two 12-inch sewer main connections running east to west through the middle of the subject properties. There are no known wet weather sewer capacity issues identified in the City's 2021 Sewer Master Plan adjacent to this property.

Drainage: A portion of the property lies within a FEMA Floodplain. There is a protected stream, and hydric soils are present in the area. 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 will be issued for the property a statement/report from an environmental professional must be provided summarizing the existence of wetlands on the property. If this statement/report indicates that wetlands may be present on site, a USACE Determination of Jurisdictional Wetlands will be required at the time of development submittal. No portion of the property lies within the Hillside-Hilltop Overlay District.

Fire: Fire apparatus access and fire protection water supplies will be reviewed for compliance with the Arkansas Fire Prevention Code at the time of development. Station 7, located at 835 N. Ruppel Rd., protects this site. The property is located approximately 2.1 miles from the fire station with an anticipated drive time of approximately 4 minutes using existing streets. The anticipated response time

would be approximately 6.2 minutes. Fire Department response time is calculated based on the drive time plus 1 minute for dispatch and 1.2 minutes for turn-out time. Within the City Limits, the Fayetteville Fire Department has a response time goal of 6 minutes for an engine and 8 minutes for a ladder truck.

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

Tree Preservation:

The proposed zoning districts, RI-12, Residential Intermediate, 12 Units per Acre and CCR, Conservation, Cultural, Recreation require **20% and 80% minimum canopy preservation, respectively**. The current zoning district, R-A, Residential-Agricultural requires **25% minimum canopy preservation**.

CITY PLAN 2040 FUTURE LAND USE PLAN: The City Plan 2040 Future Land Use Plan designates the property within the proposed rezone as **Residential Neighborhood and Natural 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.

Natural Areas consist of lands approximating or reverting to wilderness conditions, including those with limited development potential due to topography, hydrology, vegetation or value as an environmental resource. These resources can include stream and wildlife corridors, as well as natural hubs and cores, many of which are identified in the generalized enduring green network. A Natural Area designation would encourage a development pattern that requires conservation and preservation, prevents degradation of these areas, and would utilize the principles of low impact development stormwater infrastructure for all developments. Natural Areas are prime candidates for conservation subdivision design and/or clustered development patterns.

CITY PLAN 2040 INFILL MATRIX: City Plan 2040's Infill Matrix indicates a score of **1-5** for this site with a weighted score of **4.5**. The following elements of the matrix contribute to the score:

- Adequate Fire Response (Station 7, 835 N. Ruppel Rd)
- Near Sewer Main (10" and 12" within the property)
- Near Water Main (4", Michael Cole Dr.)
- Near City Park (Harmony Pointe Park)
- Near Paved Trail (Wedington Side Path)

FINDINGS OF THE STAFF

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

Finding: **Land Use Compatibility:** Staff finds that the requested rezoning appears generally compatible with the surrounding area and existing land uses. The applicant proposes to rezone approximately 4.14 acres in the north to RI-12,

Residential Intermediate, 12 Units per Acre. While the property is primarily surrounded by R-A, Residential Agricultural zoning to the north, south, and east, staff finds that these adjacent lots are generally constructed in line with RMF-6 standards rather than the significantly larger lot sizes and lower densities required of the R-A district. There are a high number of two-family dwellings in the immediate vicinity and an approximately five-acre development under construction at the W. Wedington / Michael Cole intersection includes primarily four-family dwellings. While there is some overlap with existing floodplain proposed in the RI-12 rezoning area, the applicant has indicated an intent to submit a LOMR to FEMA to revise the floodplain boundaries and remove this encroachment. Additionally, the request proposes to upzone the portion of the property outside of the floodplain and downzone the portion of the property within it, creating an overall density allowance of 49 residential units. Further, adjacent developments and rezonings have been slowly increasing the density of the surroundings, and a rezoning to RI-12 could support a broader range of housing types in an area experiencing increased demand for housing and other services.

A significant portion of the property lies within the floodplain, with some areas located in the floodway. Most of this area is proposed to be rezoned to CCR, Conservation, Cultural and Recreation, a district intended to “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.” A legal instrument has been provided to preserve this area in alignment with zoning requirements and would need to be fully executed prior to City Council approval, should the item be forwarded. Staff finds the preservation of this area would remove development entitlements within sensitive environmental areas and provide permanent protection for the floodplain and streamside protection areas. The existing house is proposed to remain R-A, Residential Agricultural, which would permit it and its associated outbuildings to be utilized and maintained. On the balance of considerations, staff recommends approval of this request.

Land Use Plan Analysis: Staff finds the proposed rezoning to be generally consistent with the goals in City Plan 2040 and the property's split future land use designation as a Residential Neighborhood area and “Natural” area. The applicant's decision to downzone a portion of the area to CCR indicates an attempt to acknowledge and protect ecologically sensitive areas on the property, while zoning the remainder of the subject area to permit a similar development entitlement outside of the floodplain.

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 justification to rezone the property from R-A to RI-12 and CCR. Staff finds that the combined zoning is roughly in line with adjacent development patterns and would further provide permanent protection over sensitive ecological features. A rezoning to RI-12 could permit units in a

missing middle style when subdivided onto individual lots, potentially enabling homeownership of smaller, more attainable dwelling units in an area of town experiencing increased development pressure.

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

Finding: A rezoning from R-A to RI-12 and CCR has the potential to increase traffic to this location, and could be to an appreciable degree, though there are limiting factors to the property. While there are relatively limited nonresidential services in the area, staff finds that nonresidential commercial uses are permitted in close proximity. The property has access to existing public infrastructure and proposes to rezone approximately half of the subject area to a conservation zoning district. As such, staff finds the proposed rezoning is not likely to increase the load on public services to an undesirable degree and that an increase in residential density in the area could serve to encourage development of commercial uses. Any street improvements required in this area would be determined at the time of development proposal. Fayetteville Public Schools did not comment on this request.

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 property has access to water and sewer, and any increase in density would have to be balanced with any necessary upsizing of those facilities required to serve the development to be borne by the developer. Fayetteville Public Schools did not comment on the 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 RZN-2024-0050 be forwarded to City Council with a recommendation of approval.

PLANNING COMMISSION ACTION: Required <u>YES</u>			
Date: <u>December 8, 2025</u>	☐ Tabled	☒ Forwarded	☐ Denied
Motion: PAYNE	"I move to forward RZN-2025-0050 to City Council with a recommendation of approval."		
Second: CABE			
Vote: 8-0-0			

BUDGET/STAFF IMPACT:

None

ATTACHMENTS:

- Project Maps
 - One Mile Map
 - Close-Up Map
 - Current Land Use Map
 - Future Land Use Map
 - Unified Development Code
 - §161.03 District R-A, Residential-Agricultural
 - §161.12 District RI-12, Residential Intermediate – Twelve (12) Units per Acre
 - §161.38 District CCR, Conservation, Cultural and Recreation
 - Long-Range Planning Memo
 - Request Letter
 - Legal Instrument of Preservation
-

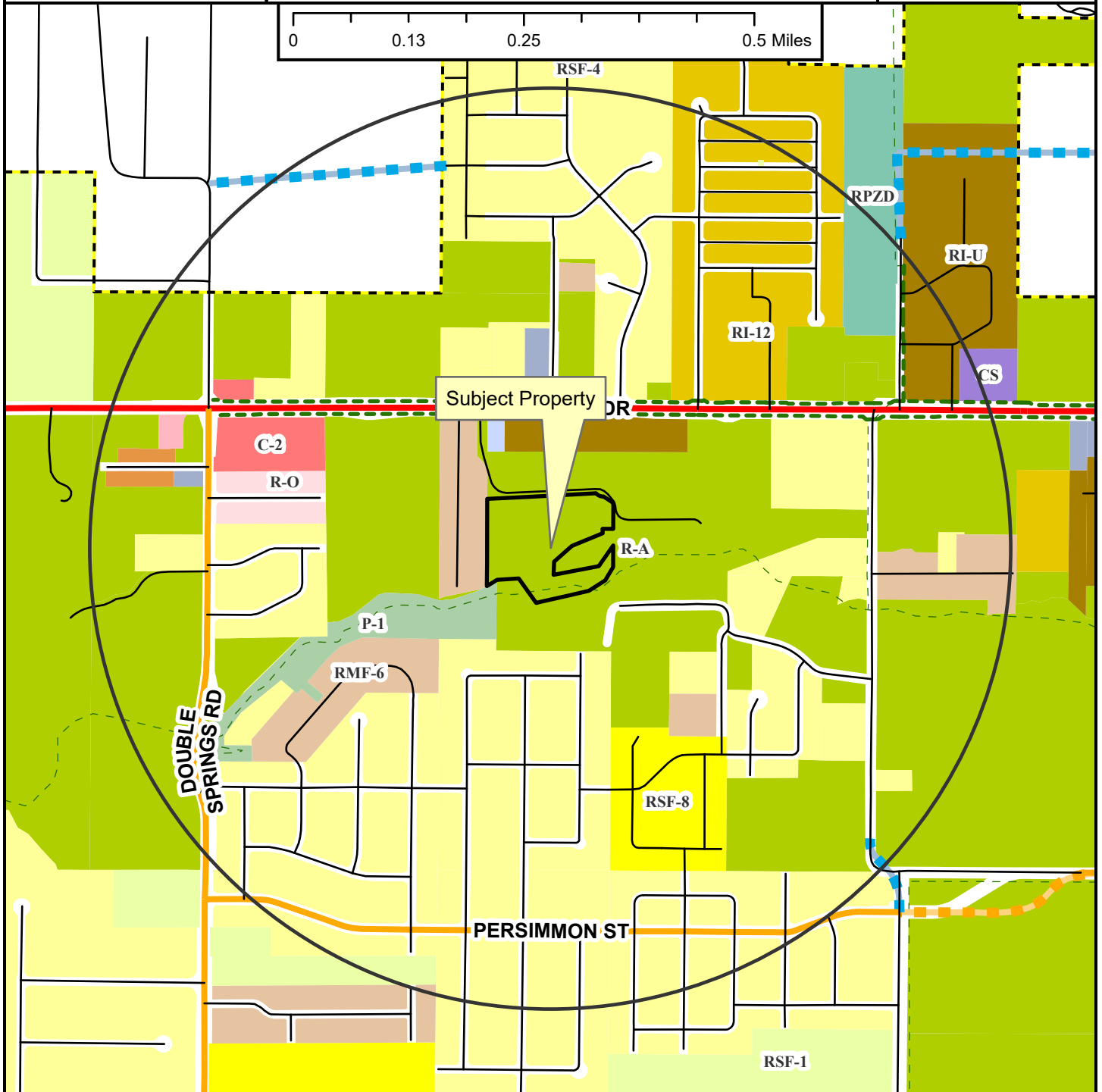
RZN-2025-0050

5901 W. MICHAEL COLE DR

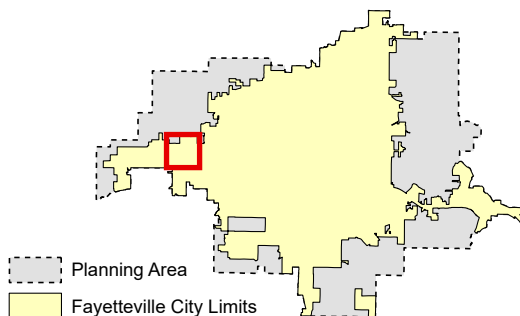
One Mile View

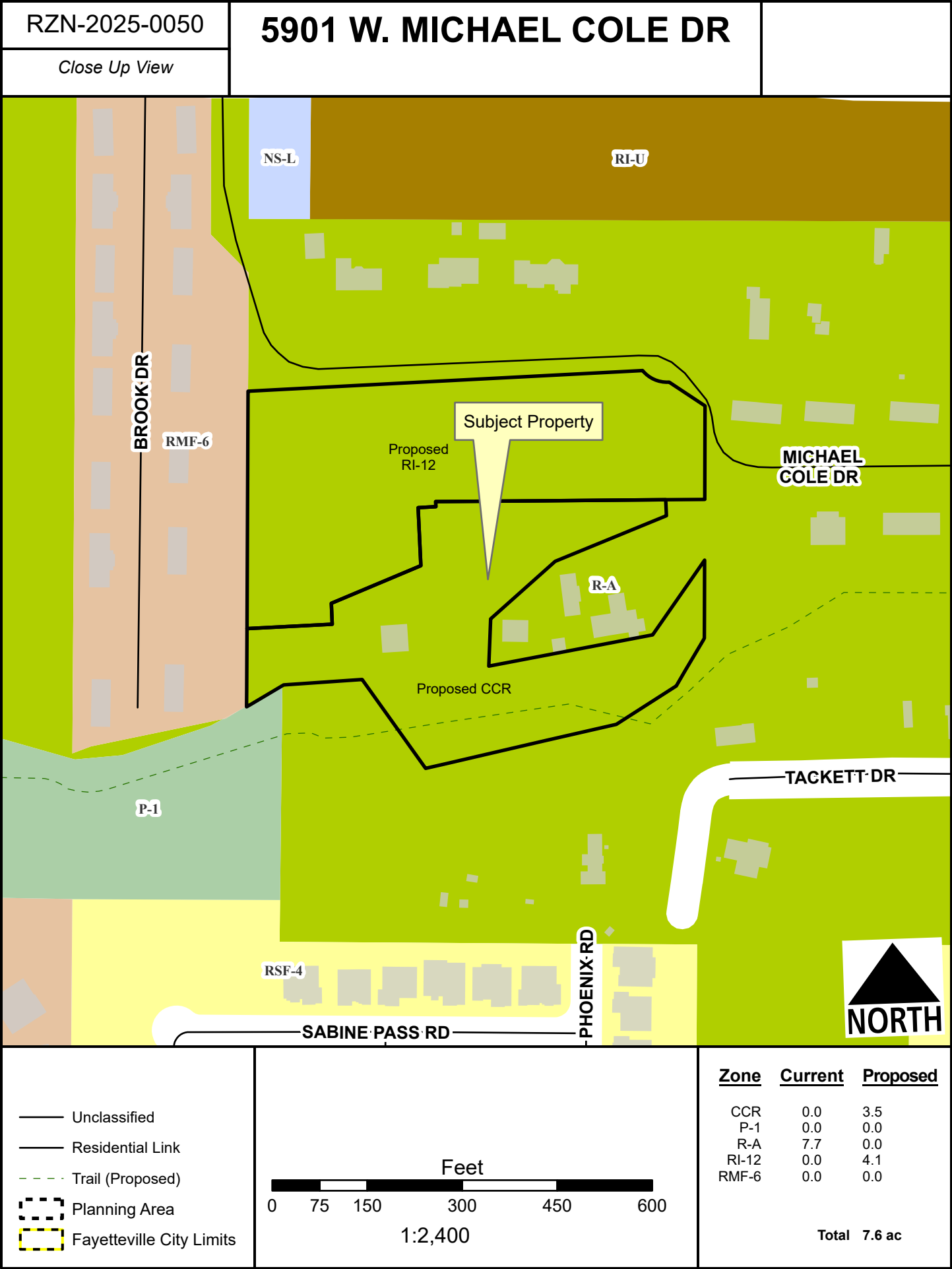


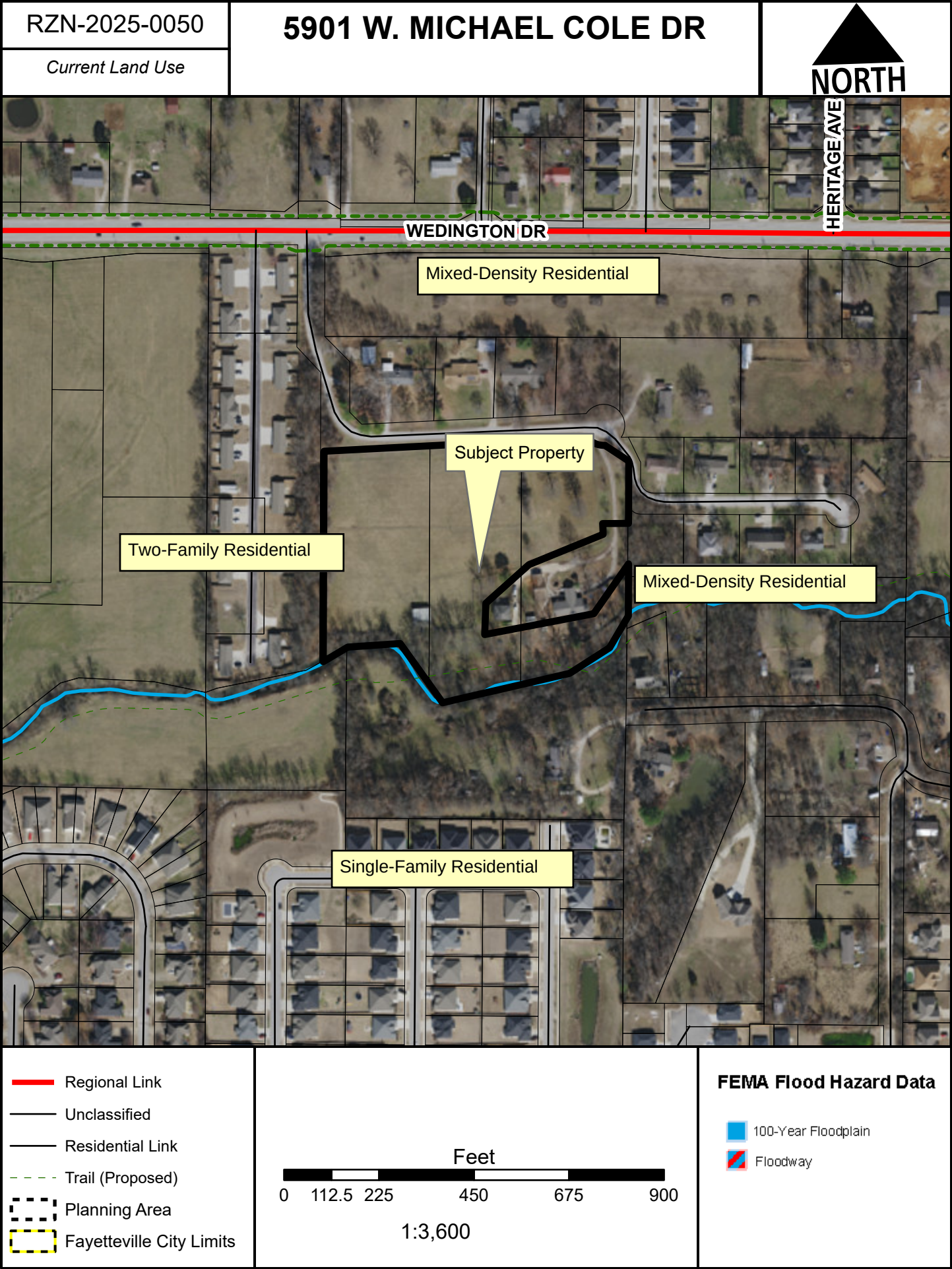
0 0.13 0.25 0.5 Miles



- Regional Link
- Neighborhood Link
- Unclassified
- Alley
- Residential Link
- Planned Neighborhood Link
- Planned Residential Link
- Shared-Use Paved Trail
- Trail (Proposed)
- Fayetteville City Limits
- Planning Area



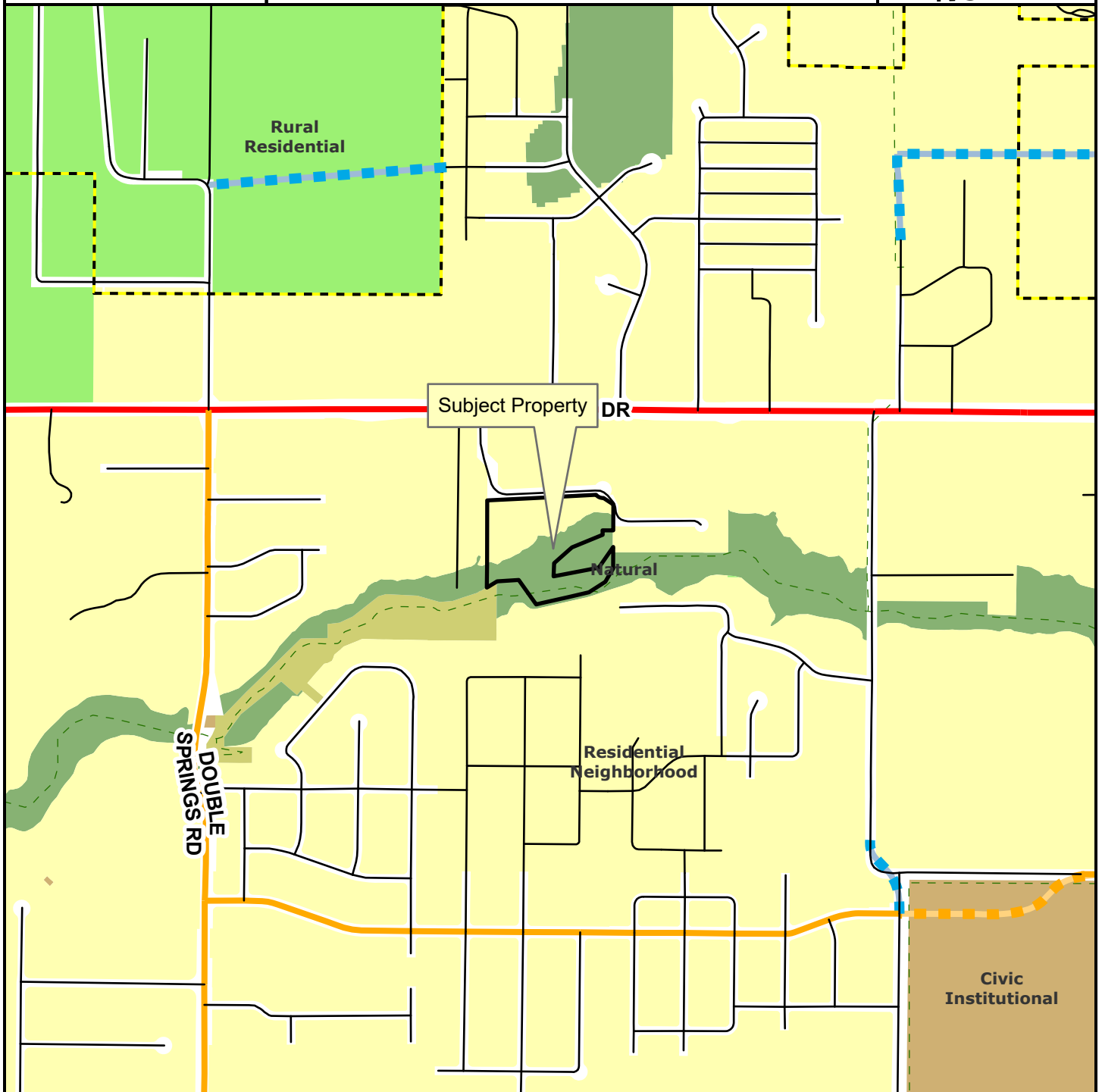




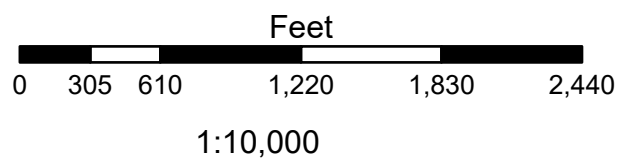
RZN-2025-0050

5901 W. MICHAEL COLE DR

Future Land Use



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



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

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.

(Code 1965, App. A., Art. 5(1); Ord. No. 1747, 6-29-70; Code 1991, §160.030; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99; Ord. No. 5028, 6-19-07; Ord. No. 5128, 4-15-08; Ord. No. 5195, 11-6-08; Ord. No. 5238, 5-5-09; Ord. No. 5479, 2-7-12; Ord. No. 5945, §3, 1-17-17; Ord. No. 6015, §1(Exh. A), 11-21-17; Ord. No. 6427, §§1(Exh. C), 2, 4-20-21)

Editor's note(s)—Ord. No. 6710, §1, adopted November 21, 2023, determines that Ordinance 6427 (Sunset Clause) and Ord. No. 6625 (extending Sunset Clause) be amended so that Ordinance 6427 and all amendments to Code Sections ordained or enacted by Ordinance 6427 shall automatically sunset, be repealed and become void on December 31, 2024, unless prior to that date the City Council amends this ordinance to repeal or further amend this sunset, repeal and termination section.

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.

(Code 1965, App. A., Art. 5(IIA); Ord. No. 3128, 10-1-85; Code 1991, §160.032; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99; Ord. No. 5028, 6-19-07; Ord. No. 5224, 3-3-09; Ord. No. 5262, 8-4-09; Ord. No. 5312, 4-20-10; Ord. No. 5462, 12-6-11; Ord. No. 5592, 06-18-13; Ord. No. 5664, 2-18-14; Ord. No. 5800, §1(Exh. A), 10-6-15; Ord. No. 5921, §1, 11-1-16; Ord. No. 5945, §§4, 8, 9, 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; Ord. No. 6658, §2(Exh. A), 5-2-23)

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.

161.38 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.

(Ord. No. 6884, §1(Exh. A), 6-17-25)



TO: Donna Wonsower, Senior Planner

FROM: Kylee Cole, Long Range & Preservation Planner

MEETING DATE: November 10, 2025

SUBJECT: Long Range Planning Comments Regarding RZN-2025-0050

BACKGROUND:

The applicant requests to rezone approximately 8.5 acres, from R-A, Residential Agricultural to RI-12, Residential Intermediate 12 Units Per Acre (4.14 acres) and CCR, Conservation, Cultural and Recreation (4.64). Two long range planning documents are relevant when evaluating this request: *City Plan 2040* and the *Climate Action Plan*.

City Plan 2040 (2020):

City Plan 2040 includes several relevant plan goals and objectives:

- Goal 1 – We will make appropriate infill and revitalization our highest priority.
- Goal 2 – We will discourage suburban sprawl.
- Goal 3 – We will make compact, complete, and connected development the standard.
- Goal 5 – We will assemble an enduring green network.
 - 3.5.1 – Vigilantly nurture a continuum of greenspace including: 1. Riparian buffer areas... 3. Small neighborhood parks, squares, commons and greenbelts (p.41)
 - 3.5.3 – Promote conservation easements and alternative development patterns that encourage efficient use of land. (p.41)
- Goal 6 – We will create opportunities for attainable housing.
 - 3.6.1 - Increase housing choices by encouraging a mixture of housing types and sizes dispersed throughout the city and in proximity to transit and active transportation networks. (p.45)

On its adoption in early 2020, *City Plan 2040* carried forward goals from prior comprehensive plans and organized them into six primary goals. The goals were meant to focus the City's efforts on appropriate infill that furthers a variety of transportation options, supports the creation of affordable housing, and limits the amount of land consumed by development on the City's periphery, often termed "suburban sprawl".

Climate Action Plan (2024):

The Climate Action Plan conceptualizes "nature-based solutions that utilize ecosystem services provided by lands" in the City that contribute to flood and erosion control. Limiting development in a floodplain will maintain these vital ecosystem services and reduce flood threats to public infrastructure and private property.¹

DISCUSSION:

The property was annexed into the City by special election in November 1982 and assigned the

¹ *Climate Action Plan*, 38-39.

R-A zoning at that time. R-A zoning is no longer the appropriate designation for this area as surrounding land uses have evolved, infrastructure has been established, and more appropriate zoning districts that limit development and conserve ecological areas have been created. This request includes a creative approach to maximize gentle residential density and conserve a sensitive riparian area. By zoning the northern portion of the site RI-12, it would concentrate density, infrastructure, and impervious surface away from the floodplain. Limiting development in a floodplain will maintain these vital ecosystem services and reduce flood threats to public infrastructure and private property, aligning with concepts in the *Climate Action Plan*.²

City Plan 2040 and Future Land Use Plan:

This area is designated as both Residential Neighborhood and Natural areas, with Natural roughly following the floodplain. Residential Neighborhood areas are primarily residential in nature but emphasizes using “principles of traditional residential urban design to create compatible, livable and accessible neighborhoods.”³ Prioritizing creating compact and connected neighborhoods in areas where infrastructure already exists provides better outcomes for residents, 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*. Further, the designation of the southern portion of the site as CCR aligns with the future land use designation (Natural) and would contribute to the conservation of an area with limited development potential and high flood risk, but with value as an environmental resource, which supports Goal 5 of *City Plan 2040*.⁴

Property History:

The subject properties contain two single-family dwellings constructed in 1979 and ca. 2001 as well as a detached garage that appears to function as an accessory dwelling unit constructed in 2006. This request does not impact historic resources.



From Left: 5901 W. Michael Cole Dr. (Source: Realtor.com), 5913 W. Michael Cole Dr. (Source: Google Streetview), and 5925 W. Michael Cole Dr. (Source: Google Streetview)

² *Climate Action Plan*, 38-39.

³ *City Plan 2040*, 130.

⁴ *City Plan 2040*, 126.



October 20th, 2025

City of Fayetteville – Planning Department
Attn: Donna Wonsower
125 W Mountain St
Fayetteville, AR 72701

RE: Rezoning Request for 5901, 5913, and 5925 West Michael Cole Drive, Fayetteville, Arkansas

This narrative is submitted in support of the rezoning request for the properties located at 5901, 5913, and 5925 West Michael Cole Drive, Fayetteville, Arkansas, encompassing approximately 8.5 acres. This request seeks to rezone the northern portion of the property from its current R-A, Residential Agricultural, designation to RI-12, Residential Intermediate, while simultaneously rezoning the southern portion, which contains an existing floodplain and floodway, to a Conservation, Cultural, And Recreation (CCR) District. This two-part request is a thoughtful and deliberate approach to land use that is fully compatible with and will not adversely affect or conflict with the surrounding land uses, and is consistent with the goals of the City of Fayetteville's Master Street Plan and the 2040 City Plan.

The subject properties are situated on Michael Cole Drive, a street classified as a Residential Link Street by the City's Master Street Plan. The proposed RI-12 zoning for the developable northern portion of the property is a harmonious fit for this context. The RI-12 district is designed to permit and encourage the development of detached and attached dwellings, offering a development potential that is intermediate between low and medium density. This provides a greater variety of housing values and types, which is a key objective of the City's comprehensive planning. Furthermore, the RI-12 zoning is expressly intended to encourage development in areas with existing public facilities, which is the case here.

The current land use designation for this area is "Residential Neighborhood." This designation is intended to support a wide variety of housing types, including single-family, duplexes, rowhouses, and multifamily units, of appropriate scale and context. The proposed RI-12 zoning, which allows for both detached and attached dwellings, aligns perfectly with this vision. The R-A zoning, while protective of agricultural land, is a transitional designation. The requested rezoning to RI-12 represents a logical and orderly transition from a rural to an urban development pattern, in accordance with the City's growth strategy. It prevents the wasteful scattering of development and promotes a more compact, well-planned residential environment, contributing to the conservation of the tax base and the efficient use of public funds for services.

Preliminary analysis indicates that the subject properties are adequately supported by existing infrastructure. Public utilities, including without limitation, water and sewage systems, are available to the site, and the street network, specifically Michael Cole Drive, is a Residential Link Street that can accommodate the anticipated traffic from the proposed development. This robust infrastructure support further demonstrates the site's readiness for the requested zoning change and its ability to absorb the development without creating an adverse impact on the surrounding area.

A critical and innovative component of this rezoning request is the proposal to rezone the southern portion of the property, which is encompassed by an existing floodplain and floodway, to Conservation, Cultural, And Recreation (CCR) District. This proactive measure is a testament to the applicant's commitment to responsible development and environmental stewardship. The Conservation, Cultural, And Recreation (CCR) District designation will protect and maintain this natural site amenity, preventing development in a sensitive ecological area. This not only preserves the natural function of the floodplain and floodway but also provides a valuable open space and green corridor that will enhance the quality of life for future residents and the surrounding neighborhood permanently.

In conclusion, the proposed rezoning to RI-12 and CCR (Conservation, Cultural, And Recreation) is a compatible and well-reasoned request that will not adversely affect or conflict with the surrounding land uses. It aligns with the City of Fayetteville's comprehensive plan, provides for a greater variety of housing options in a suitable location, and utilizes a dual-zoning approach to responsibly develop a portion of the property while permanently protecting a critical natural feature. This request represents a logical step in the orderly growth of Fayetteville and will result in a valuable and well-planned residential community.

Sincerely,

A handwritten signature in black ink, appearing to read "Phil Swope". The signature is fluid and cursive, with the first name "Phil" and last name "Swope" clearly distinguishable.

Phil Swope, PE
Project Engineer

CONSERVATION EASEMENT

This CONSERVATION EASEMENT (this “Conservation Easement”), dated as of November __, 2025 (the “Effective Date”), by and between **MICHAEL COLE DRIVE, LLC**, an Arkansas limited liability company (the “Grantor”) and the **CITY OF FAYETTEVILLE**, an Arkansas municipality (the “Grantee”) (collectively referred to herein as “Parties”).

RECITALS

WHEREAS, Grantor is the sole owner in fee simple title to 3.53 acres (more or less) of certain real property located in Fayetteville, Washington County, Arkansas, more particularly described in Exhibit A attached hereto and incorporated herein (the “Property”);

WHEREAS, Grantee is qualified to hold a conservation easement, and is a governmental body empowered to hold an interest in real property under the laws of the State of Arkansas;

WHEREAS, Grantor and Grantee have the common purpose of conserving the above-described Property in perpetuity, and the State of Arkansas has authorized the creation of conservation easements pursuant to Ark. Code Ann. §15-20-401 *et seq.*, and Grantor and Grantee wish to avail themselves of the provisions of that law.

NOW THEREFORE, in consideration of the above and mutual covenants, terms, conditions, and restrictions contained herein, together with other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, Grantor hereby voluntarily grants and conveys a perpetual Conservation Easement for and in favor of Grantee upon the Property, which shall run with the land and be binding upon the Grantor, and shall remain in full force and effect forever.

The scope, nature, and character of this Conservation Easement shall be as follows:

1. **Purpose.** The purpose of this Conservation Easement is to conserve and protect the Property’s open and scenic character; to assure that the Property will be protected from urban development, retained forever in its natural, forested, and agricultural condition; and to prevent any use of the Property which will impair or interfere with the general natural character of the Property.

2. **Rights of Grantee.** The following rights are conveyed to Grantee by this Conservation Easement.

A. Inspection. Upon ten (10) days prior written notice to Grantor, the Grantee shall have the right to enter and inspect the Property in a reasonable manner and at reasonable times for the purpose of determining whether the provisions of this Conservation Easement are being observed.

B. Right to Protect. The right to take action to preserve and protect the conservation values of the Property.

C. Enforcement. The right to prevent any activity on or use of the Property that is inconsistent with the purposes of this Conservation Easement, and to require the restoration of areas or features of the Property that may be damaged by any inconsistent activity or use.

3. **Reserved Rights**. Grantor reserves for itself and successors in interest with respect to the Property, all rights with respect to the Property except as provided herein, including, without limitation, the right of exclusive use, possession, and enjoyment of the Property, and the right to sell, transfer, lease, mortgage, or otherwise encumber the Property, subject to the restrictions and covenants set forth in this Conservation Easement.

4. **Restrictions**. The following restrictions apply to the Property:

A. Use. The Property shall not be used for residential, commercial, or industrial purposes. There shall be no storing or dumping of soil, trash, ashes, garbage, waste, abandoned vehicles, appliances, machinery, or hazardous substances, or toxic or hazardous waste, or any placement of underground or aboveground storage tanks or other materials on the Property that may negatively impact or be detrimental to the Property or to the surface or subsurface waters of the Property. Livestock animals shall not be allowed on the Property.

B. Construction. Absent written approval from the Grantee, there shall be no constructing or placing of any building, mobile home, asphalt or concrete pavement, billboard or other advertising display, antenna, utility pole, tower, conduit, line, pier, landing, dock, or any other temporary or permanent structure or facility or any other man-made structures on the Property except in connection with the repair, maintenance, or replacement (but not expansion) of any structures and other improvements located on the Property as of the Effective Date of this Agreement. Grantor shall have the right to maintain, renovate, and repair existing buildings, structures, fences, pens, wells, dams and reservoirs, utilities, and other improvements, and in the event of their destruction, to reconstruct any such existing improvement with another of similar size, function, capacity, location, and material.

C. Cutting and Clearing of Trees. There shall be no removal, destruction, or cutting of live trees on the Property except that trees may be removed anywhere on the Property that endanger public safety, are diseased, damaged, or fallen, or need to be removed to ensure the health or productivity of other trees or ecological attributes of the Property, or in connection with the construction of permitted structures. Trees may also be removed to maintain existing views, paths, utility lines, roads, trails, driveways, or open space, and for cutting firewood for use on the Property. Such trees may be removed without notice to Grantee, so long as such removal is carried out in a manner designed to minimize their potential negative impacts on the Property's conservation values and the purposes of this Conservation Easement.

D. Chemicals. No pesticide, herbicide, fertilizer, or other chemical treatment for land, water, vegetation, or animals shall be used if the use shall violate any applicable state, local or federal law or regulation.

E. Subdivision. Subdivision of the property is prohibited without permission of the Grantee. Subdivided parcels shall remain subject to the terms and conditions set forth in this Conservation Easement.

F. Health and Safety Measures. Notwithstanding any other restriction contained in this Conservation Easement, the Grantor may take such actions with respect to the Property as are necessary to protect the health and safety of the public and persons using the property; provided that if any such action is contrary to a restriction contained herein, the action shall be limited to the minimum variation necessary to afford the required protection.

5. **Taxes**. Grantor shall pay any and all applicable real property taxes and assessments levied by competent taxing authority on the Property.

6. **Maintenance**. Grantor shall, at Grantor's sole expense, operate, maintain and keep up the Property consistent with the purpose of this Conservation Easement.

7. **Public Access**. Nothing contained in this Conservation Easement shall give or grant to the public a right to enter upon or to use the Protected Property or any portion thereof if no such right existed in the public immediately prior to the execution of this Conservation Easement.

8. **Recording Requirements**. Grantor shall record this Conservation Easement in the official records of Washington County, Arkansas. Grantor shall thereafter insert the terms and restrictions of this Conservation Easement in any subsequent deed or other legal instrument by which Grantor divests itself of any interest in the Property, and shall provide a photocopy of the recorded Conservation Easement to the new owner(s).

9. **Enforcement**. The terms and conditions of this Conservation Easement may be enforced in an action at law or equity by the Grantee against the Grantor or any other party violating or attempting to violate these Restrictions. Venue for any such action shall be in Washington County, Arkansas. Any costs incurred in enforcing, judicially or otherwise, the terms, provisions, and restrictions of this Conservation Easement, including without limitation, the costs of suit, and attorney's fees, shall be borne by and recoverable against the non-prevailing party in such proceeding.

10. **Assignment of Rights**. Grantee shall hold this Conservation Easement exclusively for conservation purposes. Grantee will not assign its rights and obligations under this Conservation Easement, except to another legal entity qualified to hold such interests under applicable state and federal laws and committed to holding this Conservation Easement exclusively for the purposes stated herein. Grantee shall notify Grantor in writing of any intention to reassign this Conservation Easement to a new grantee at least sixty (60) days in advance thereof, and the Grantor must accept the assignment in writing.

11. **Successors**. The covenants, terms, conditions, and restrictions of this Conservation Easement shall be binding upon and inure to the benefit of the Parties hereto and their respective personal representatives, heirs, successors, and assigns, and shall continue as a servitude running in perpetuity with the Property.

12. **Notices.** All notices, consents, approvals, or other communication hereunder shall be in writing and shall be deemed properly given if sent by United States certified mail return receipt requested, addressed to the appropriate party at the following address or such address as may be hereafter specified by notice in writing.

Grantor: Michael Cole Drive, LLC
P.O. Box 1287
Bentonville, Arkansas 72712-1221

Grantee: City of Fayetteville
125 West Mountain Street
Fayetteville, Arkansas 72701

13. **Interpretation.** This instrument is intended to create a real property interest for conservation purposes, as defined in Ark. Code § 15-20-401 *et seq.*, and shall be interpreted consistently with such intention.

14. **Severability.** If any provision of this Conservation Easement or the application thereof to any person or circumstances is found to be invalid, the remainder of the provisions of this Conservation Easement shall not be affected thereby, as long as the purpose of the Conservation Easement is preserved.

15. **Alteration or Revocation.** This Conservation Easement may be amended, altered, released, canceled, or revoked only by written agreement between the Parties hereto or their heirs, assigns, or successors in interest.

16. **Extinguishment.** If all or part of the Property is taken by eminent domain, or if a subsequent, unexpected change in the conditions surrounding the Property make impossible the continued use of the Property or any portion thereof for conservation purposes, the restrictions may only be extinguished in whole or in part, by judicial proceeding in a court of competent jurisdiction.

17. **Headings.** The headings herein have been inserted solely for convenience of reference and are not a part of this Conservation Easement and shall have no effect upon construction or interpretation.

18. **Controlling Law.** The interpretation and performance of this Conservation Easement shall be governed by the laws of the State of Arkansas.

TO HAVE AND TO HOLD unto Grantee forever. The covenants, terms, conditions, restrictions, and purpose imposed with this Conservation Easement shall be binding upon Grantor, and shall continue as a servitude running in perpetuity with the property.

[Signature Page Follows]

IN WITNESS WHEREOF, the Grantor has executed this Conservation Easement this ____ day of _____, 2025.

GRANTOR:

MICHAEL COLE DRIVE, LLC,
an Arkansas limited liability company

By: _____
Name: _____
Title: _____

STATE OF ARKANSAS)
)
COUNTY OF _____)

SS.

On this ____ day of _____, 2025, before me, _____, a Notary Public, (or before any officer within this State or without the State now qualified under existing law to take acknowledgments), duly commissioned, qualified and acting, within and for said County and State, appeared in person the within named _____, being the person authorized by Michael Cole Drive, LLC, to execute such instrument, stating their respective capacities in that behalf, to me personally well known (or satisfactorily proven to be such person), who stated that he was the _____ of the Michael Cole Drive, LLC, and was duly authorized in his respective capacity to execute the foregoing instrument for and in the name and behalf of Michael Cole Drive, LLC, and further stated and acknowledged that he had so signed, executed, and delivered said foregoing instrument for the consideration, uses, and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this ____ day of _____, 2025

Notary Public

My Commission Expires: _____

[Signature Page to Conservation Easement]

IN WITNESS WHEREOF, the Grantor has executed this Conservation Easement this ____ day of _____, 2025.

GRANTEE:

CITY OF FAYETTEVILLE,
an Arkansas municipality

By: _____
Name: _____
Title: _____

STATE OF ARKANSAS)
)
COUNTY OF _____)

SS.

On this ____ day of _____, 2025, before me, _____, a Notary Public, (or before any officer within this State or without the State now qualified under existing law to take acknowledgments), duly commissioned, qualified and acting, within and for said County and State, appeared in person the within named _____, being the person authorized by the City of Fayetteville, to execute such instrument, stating their respective capacities in that behalf, to me personally well known (or satisfactorily proven to be such person), who stated that he/she was the _____ of the City of Fayetteville, and was duly authorized in his/her respective capacity to execute the foregoing instrument for and in the name and behalf of said City of Fayetteville, and further stated and acknowledged that he/she had so signed, executed, and delivered said foregoing instrument for the consideration, uses, and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this ____ day of _____, 2025

Notary Public

My Commission Expires: _____

[Signature Page to Conservation Easement]

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

[Exhibit A to Conservation Easement]

**BASIS OF BEARING:
ARKANSAS STATE PLANE,
COORDINATE SYSTEM,
(NAD-83) NORTH ZONE.**

DEED DESCRIPTION
FILE # 2025-00008131

SURVEY DESCRIPTION LOT 3A (THIS PLAT).

A TRACT OF LAND BEING ALL OF LOT 3, ALL OF LOT 4 AND ALL OF LOT 5 OF THE MILDRED LEE ESTATES, AS RECORDED IN PLAT BOOK 7 AT PAGE 32, WASHINGTON COUNTY, ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIN FOUND THE NORTHWEST CORNER OF SAID LOT 3, BEING ON THE SOUTH RIGHT-OF-WAY LINE OF W. MICHAEL COLE DRIVE (60' RW); THENCE ALONG SAID SOUTH LINE N89°00'20"E 623.73 FEET TO AN IRON PIN FOUND; THENCE ALONG A CURVE TO THE LEFT HAVING A DELTA OF 54°24'08", A RADIUS OF 50.00 FEET, A LONG CHORD THAT BEARS S64°28'47"E 45.71 FEET, AN ARC DISTANCE OF 47.47 FEET TO AN IRON PIN FOUND; THENCE DEPARTING SAID SOUTH RIGHT-OF-WAY LINE S64°29'46"E 67.90 FEET TO AN IRON PIN FOUND; THENCE S02°09'41"W PASSING AT A DISTANCE OF 322.64 AN IRON PIN FOUND FOR TOTAL DISTANCE OF 366.78 FEET; THENCE S32°33'23"W 87.47 FEET; THENCE S59°20'23"W 112.10 FEET; THENCE S78°59'23"W 309.15 FEET; THENCE N33°33'07"W 172.35 FEET; THENCE S88°05'50"W 124.20 FEET; THENCE S61°22'41"W 68.00 FEET; THENCE N02°16'02"E PASSING AT A DISTANCE OF 33.58 FEET AN IRON PIN FOUND FOR A TOTAL DISTANCE OF 498.24 FEET TO THE POINT OF BEGINNING, CONTAINING 8.79 ACRES, MORE OR LESS, SUBJECT TO ANY EASEMENTS, COVENANTS OR RESTRICTIONS OF RECORD OR FACT.

PROPOSED RL-12 ZONING
SURVEY DESCRIPTION

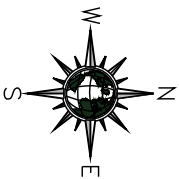
A TRACT OF LAND BEING A PART OF LOT 3A, OF THE MILDRED LEE ESTATES, AS RECORDED IN PLAT FILE #2025-00008131, WASHINGTON COUNTY, ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NW CORNER OF LOT 3A IN MILDRED LEE ESTATES, PHASE 1; THENCE ALONG THE NORTH LINE OF SAID LOT N 88°59'29"E A DISTANCE OF 250.64' TO A ; THENCE N 89°00'55"E A DISTANCE OF 373.09' TO A FOUND IRON REBAR; THENCE WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 47.47' WITH A RADIUS OF 50.00', WITH A CHORD BEARING OF S 64°28'47"E, WITH A CHORD LENGTH OF 45.71' TO A FOUND IRON REBAR; THENCE S 64°29'46"E A DISTANCE OF 67.90' TO A FOUND IRON REBAR BEING THE NE CORNER OF LOT 3A; THENCE ALONG THE EAST LINE OF SAID LOT 3A S 02°09'41"W A DISTANCE OF 147.65' TO A POINT; THENCE N 88°28'43"W A DISTANCE OF 424.82' TO A POINT; THENCE S 00°00'00"E A DISTANCE OF 8.00' TO A POINT; THENCE S 89°00'16"W A DISTANCE OF 27.92' TO A POINT; THENCE S 00°35'00"E A DISTANCE OF 91.69' TO A POINT; THENCE S 69°11'26"W A DISTANCE OF 153.42' TO A POINT; THENCE S 00°48'53"E A DISTANCE OF 33.00' TO A POINT; THENCE S 89°00'16"W A DISTANCE OF 134.85' TO A POINT ON THE WEST LINE OF SAID LOT 3A; THENCE ALONG SAID WEST LINE N 02°16'02"E A DISTANCE OF 374.90' TO THE POINT OF BEGINNING, CONTAINING 180.455 SQ. FEET, 4.14 ACRES, MORE OR LESS.

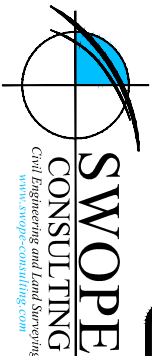
PROPOSED CONSERVATION, CULTURAL
AND RECREATION ZONING DISTRICT
SURVEY DESCRIPTION

A TRACT OF LAND BEING A PART OF LOT 3A, OF THE MILDRED LEE ESTATES, AS RECORDED IN PLAT FILE #2025-00008131, WASHINGTON COUNTY, ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FROM THE NW CORNER OF LOT 3A IN MILDRED LEE ESTATES, PHASE 1; THENCE ALONG THE WEST LINE OF SAID LOT 3A S 02°16'02"W A DISTANCE OF 374.90' TO A POINT BEING THE POINT OF BEGINNING; THENCE LEAVING SAID WEST LINE N 89°00'16"E A DISTANCE OF 134.85' TO A POINT; THENCE N 00°48'53"W A DISTANCE OF 33.00' TO A POINT; THENCE N 69°11'26"E A DISTANCE OF 153.42' TO A POINT; THENCE N 00°35'00"W A DISTANCE OF 91.69' TO A POINT; THENCE N 89°00'16"E A DISTANCE OF 27.92' TO A POINT; THENCE N 00°00'00"W A DISTANCE OF 8.00' TO A POINT; THENCE S 88°28'43"E A DISTANCE OF 363.26' TO A POINT; THENCE S 00°43'23"E A DISTANCE OF 25.19' TO A POINT; THENCE S 69°41'28"W A DISTANCE OF 190.01' TO A POINT; THENCE S 50°14'35"W A DISTANCE OF 136.41' TO A POINT; THENCE S 04°22'29"W A DISTANCE OF 74.47' TO A POINT; THENCE N 87°13'21"E A DISTANCE OF 283.43' TO A POINT; THENCE N 36°48'00"E A DISTANCE OF 143.57' TO A POINT ON THE EAST LINE OF LOT 3A; THENCE ALONG SAID EAST LINE S 02°09'41"W A DISTANCE OF 123.23' TO THE SE CORNER OF LOT 3A; THENCE ALONG THE SOUTH LINE OF SAID LOT 3A S 32°33'23"W A DISTANCE OF 87.47' TO A POINT; THENCE S 69°20'23"W A DISTANCE OF 112.10' TO A POINT; THENCE S 78°59'23"W A DISTANCE OF 309.15' TO A POINT; THENCE N 33°33'07"W A DISTANCE OF 172.35' TO A POINT; THENCE S 88°05'50"W A DISTANCE OF 124.20' TO A POINT; THENCE S 61°22'41"W A DISTANCE OF 68.00' TO THE SW CORNER OF LOT 3A; THENCE ALONG THE WEST LINE OF SAID LOT N 02°16'02"E A DISTANCE OF 123.34' TO THE POINT OF BEGINNING, CONTAINING 153.563 SQ. FEET, 3.53 ACRES, MORE OR LESS.

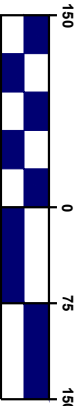


- LEGEND**
- FOUND MONUMENT AS-NOTED
 - SET MONUMENT AS-NOTED
 - └ GUY ANCHOR
 - ⊕ ELECTRIC METER
 - ⊗ WATER METER
 - ⊙ POWER POLE
 - ⊞ AIR CONDITIONER
 - ⊠ FIELD MEASUREMENT
 - (R) RECORDED MEASUREMENT
 - N/F NOW OR FORMERLY
- BOUNDARY LINE
- CENTERLINE OF ROAD
- RIGHT-OF-WAY (RW)
- BUILDING SETBACK LINE
- OVERHEAD POWER LINE
- PROPOSED
- RL-12 ZONING
- PROPOSED CONSERVATION ZONING



Project Number:
23-120

REZONE EXHIBIT



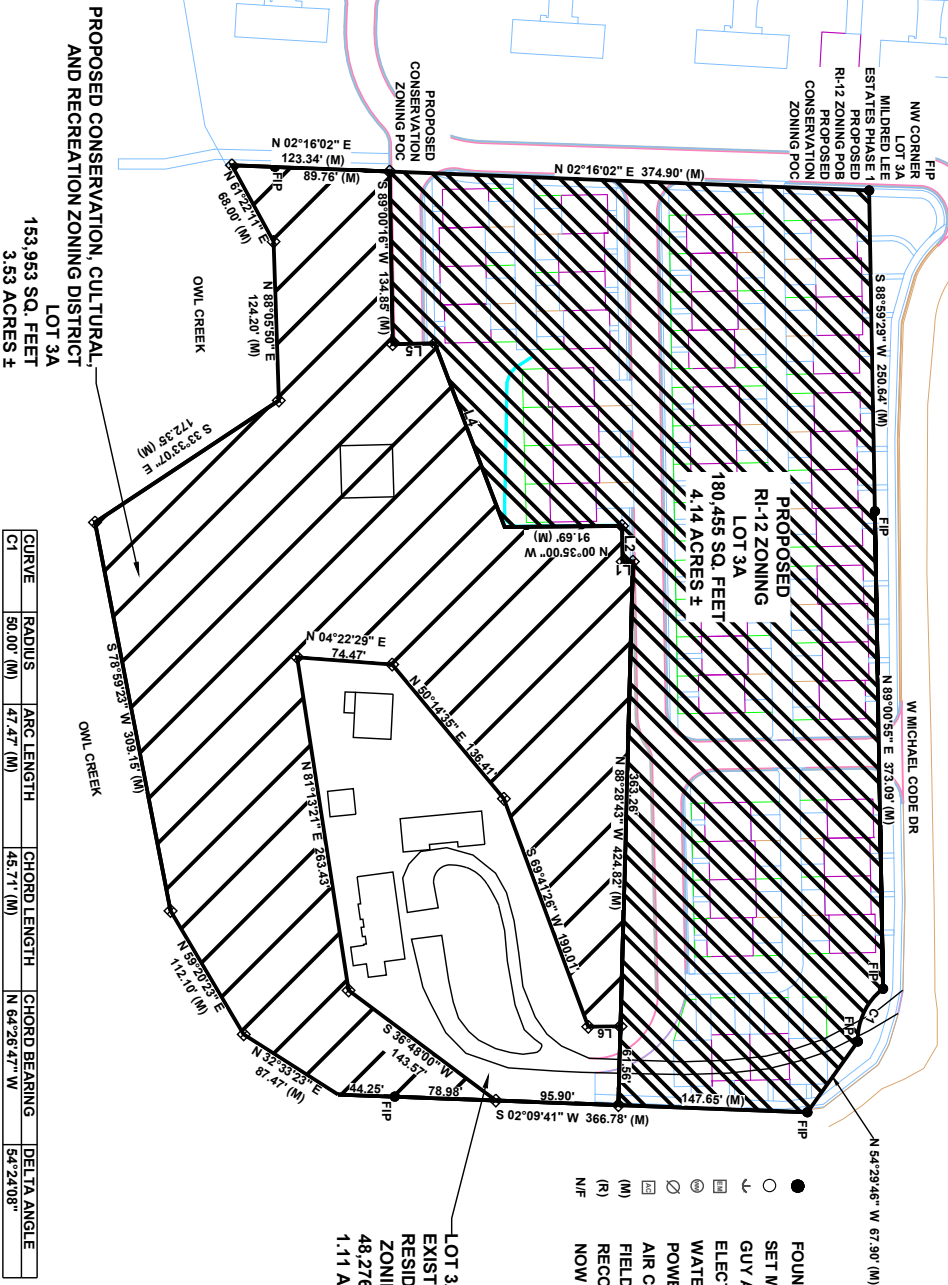
(in feet) 1 inch = 150 ft.

PAGE 1 OF 2

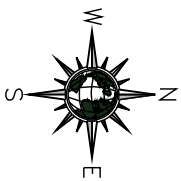
Certificate of Authorization № 2831

Date: 11/13/2025

BASIS OF BEARING:
ARKANSAS STATE PLANE,
COORDINATE SYSTEM,
(NAD-83) NORTH ZONE.



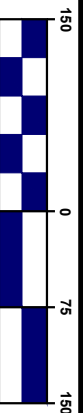
- LEGEND**
- FOUND MONUMENT AS-NOTED
 - SET MONUMENT AS-NOTED
 - ⌒ GUY ANCHOR
 - ⊞ ELECTRIC METER
 - ⊞ WATER METER
 - ⊞ POWER POLE
 - ⊞ AIR CONDITIONER
 - ⊞ FIELD MEASUREMENT
 - ⊞ RECORDED MEASUREMENT
 - ⊞ NOW OR FORMERLY
 - BOUNDARY LINE
 - CENTERLINE OF ROAD
 - RIGHT-OF-WAY (RW)
 - BUILDING SETBACK LINE
 - OVERHEAD POWER LINE
 - ▨ PROPOSED R-12 ZONING
 - ▨ PROPOSED CONSERVATION ZONING



CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	50.00' (M)	47.47' (M)	48.71' (M)	N 64°28'47" W	54°24'08"

LINE	BEARING	DISTANCE
1	S 00°14'56" E	8.00'
2	N 89°00'16" E	27.92'
3	N 89°11'26" E	129.27'
4	S 00°48'53" E	33.00'
5	S 00°43'23" E	26.19'

REZONE EXHIBIT



(in feet) 1 inch = 150 ft.

PAGE 2 OF 2



Project Number:
23-120

Certificate of Authorization № 2831

Date: 11/13/2025

#7 Halsted Circle, Suite 210 • Rogers, Arkansas 72756 • 479.877.7388 Office

CONSERVATION EASEMENT

This **CONSERVATION EASEMENT** made this ____ day of _____, 2025, between Michael Cole Drive, LLC, an Arkansas limited liability company ("Grantor) and the City of Fayetteville, Arkansas ("City").

RECITALS:

A. Grantor is the owner in fee simple of certain real property, (the "Protected Property") which constitutes approximately 4.64 acres, is undeveloped and has ecological, scientific, educational and aesthetic value in its present undeveloped state. The Protected Property is located in Washington County, Arkansas along Owl Creek of the Illinois River and tributaries as shown in Exhibit A attached hereto.

B. The Protected Property is a significant natural area that qualifies as a "...relatively natural habitat of fish, wildlife, or plants, or similar ecosystem," as that phrase is used in Section 107(h)(4)(A)(ii) of the Internal Revenue Code, as amended, and in regulations promulgated thereunder.

C. The condition of the Protected Property as of the date of this grant is documented in a Baseline Documentation Report (Exhibit "B"), prepared by the Grantor and signed and acknowledged by the City of Fayetteville, Arkansas ("City").

D. The Grantor and City have the common purpose of conserving the Protected Property in perpetuity as set forth below, and the State of Arkansas has authorized the creation of conservation easements pursuant to the Arkansas Conservation Easement Act, codified at §15-20- 401 *et seq.*, and Grantor and City wish to avail themselves of the provisions of that law. The City is a qualified organization to be a holder of conservation easements under the Arkansas Conservation Easement Act.

E. The Grantor and City believe that conserving the Protected Property meets the purpose and goals of § 161.38 **District CCR, Conservation Cultural, and Recreation** of the Fayetteville Unified Development Code. Specifically, that the city and the owner have determined it is 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.

NOW, THEREFORE, the Grantor, for and in consideration of the facts recited above and of the mutual covenants, terms, conditions and restrictions contained herein and as an absolute and unconditional gift with no consideration, hereby gives, grants, bargains, sells and conveys unto the City a Conservation Easement in perpetuity over the Protected Property of the nature and character as follows:

1. **Purpose.** The purpose of this Conservation Easement is to ensure that the Protected Property will be retained forever predominantly in its present condition as of the date this Easement was granted, except for limited access by Grantor, or its successors or assigns, as set forth more fully below; to protect the plants, animals, or plant communities on the Protected Property; and to prevent any use of the Protected Property that will significantly impair or interfere with the conservation values or interests of the Protected Property described above. The Grantor intends that this Conservation Easement will restrict the use of the Protected Property to only such activities as are consistent with the purpose of this Conservation Easement.

2. **Prohibited Uses.** Any activity on or use of the Protected Property inconsistent with the purpose of this Conservation Easement is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited, except as provided in paragraph 3 below:

2.1 **No Construction.** There shall be no constructing or placing of any building, recreational facility, mobile home, swimming pool, fence or sign (other than those required by the City for appropriate management), asphalt or concrete pavement, billboard or other advertising display, antenna, utility pole, tower (including, but not limited to, cellular telephone), conduit, line, sodium vapor light or any other temporary or permanent structure or facility on or above the Protected Property.

2.2 **No Excavation.** There shall be no ditching, draining, diking, filling, excavating, dredging, mining or drilling, removal of topsoil, sand, gravel, rock, minerals or other materials, nor any building of roads or change in the topography or surface hydrology of the Protected Property in any manner, except as necessary to meet any stormwater management and drainage requirements in connection with the Grantor's development of the parcel.

2.3 **No Cutting.** There shall be no removal, harvesting, destruction or cutting of trees, shrubs or plants, planting of trees, shrubs or plants, use of fertilizers, plowing, introduction of non-native animals, grazing of domestic animals, or disturbance or change in the natural habitat in any manner, except Grantor may, as set forth more fully below, periodically remove dead trees, limbs, vegetation, etc., as reasonably necessary for long-term preservation of the Protected Property, and except as necessary to meet any stormwater management and drainage requirements in connection with the Grantor's development of the parcel.

2.4 **No Biocides.** There shall be no use of pesticides or biocides including, but not limited to, insecticides, fungicides, and rodenticides, and no use of devices commonly known as "bug zappers."

2.5 No Dumping. There shall be no storage or dumping of ashes, trash, garbage, or other unsightly or offensive material, hazardous substance, or toxic waste, nor any placement of underground storage tanks in, on, or under the Protected Property; there shall be no changing of the topography through the placing of soil or other substance or material such as land fill or dredging spoils, nor shall activities be conducted on the Protected Property or on adjacent property, if owned by the Grantor, that could cause erosion or siltation on the Protected Property.

2.6 No Pollution. There shall be no pollution, alteration, depletion or extraction of surface water, natural water courses, lakes, ponds, marshes, subsurface water or any other water bodies, nor shall activities be conducted on the Protected Property or on adjacent property, if owned by Grantor, that would be detrimental to water purity or that could alter the natural water level or flow in or over the Protected Property.

2.7 No Vehicles. There shall be no operation of any types of mechanized vehicles, including motorcycles and all-terrain or off-road vehicles, except as required to maintain the Protected Property as provided for more specifically below.

2.8 No Subdivision. The Protected Property may not be divided, partitioned, or subdivided, nor conveyed except in its current configuration as an entity.

2.9 Density. Neither the Protected Property nor any portion of it shall be included as part of the gross area of other property not subject to this Conservation Easement for the purposes of determining density, lot coverage, or open space requirements under otherwise applicable laws, regulations or ordinances controlling land use and building density. No development rights that have been encumbered or extinguished by this Conservation Easement shall be transferred to any other lands pursuant to a transferrable development rights scheme, cluster development arrangement, or otherwise.

3. **Grantor's Reserved Rights.** The Grantor hereby reserves the following rights:

3.1 Existing Uses. The right to undertake or continue any activity or use of the Protected Property not prohibited by this Conservation Easement.

- a) Grantor may continue to use or allow the use of the existing shed on the Protected Property but shall not expand the structures or allow operation of motorized vehicles outside of the existing driveway(s).
- b) Prior to making any change in use of the Protected Property, the Grantor shall notify the City in writing to allow the City a reasonable opportunity to determine whether such change would violate the terms of this Conservation Easement.

3.2 Transfer. The right to sell, give, mortgage, lease, or otherwise convey the Protected Property, provided such conveyance is subject to the terms of this Conservation Easement, subject to the City's right of first refusal.

3.3 Recreational Activities and Amenities. The right to construct or allow to be constructed soft surface trails, immersive pathways, and wildlife observation structures such as blinds, hides, towers, and platforms.

3.4 Diseased Trees. The right to cut and remove dead, diseased, or exotic trees, shrubs, or plants and to cut firebreaks subject to the prior written approval of the Grantee pursuant to paragraph 4.5 below, except that such approval shall not be required in the case of emergency firebreaks.

3.5 Enforcement. The right (but not the obligation) to enforce the terms of this Conservation Easement, it being understood that City has the same right and obligation.

4. **City's Rights and Obligations.** To accomplish the purpose of this Conservation Easement, subject to the remaining terms set forth herein, the following rights are conveyed to the City by this Conservation Easement:

4.1 Right to Protect. The right to preserve and protect the conservation values of the Protected Property.

4.2 Right of Entry. The right to enter the Protected Property at all reasonable times for the purposes of: (a) inspecting the Protected Property to determine if the Grantor is complying with the covenants and purposes of this Conservation Easement; (b) enforcing the terms of this Conservation Easement; (c) taking any and all actions with respect to the Protected Property as may be necessary or appropriate, with or without order of court, to remedy or abate violations hereof; (d) making scientific and educational observations and studies and taking samples in such a manner as will not disturb the quiet enjoyment of the Protected Property by the Grantor; and (e) monitoring and management as described below.

4.3 Monitoring and Management. The right, but not the obligation, to monitor the condition of any rare plant and animal populations, plant communities, and natural habitats on the Protected Property, and to manage them, to the extent deemed appropriate by the City to ensure their continued presence and viability on the Protected Property. Such activities shall be in accordance with management practices of the City, which may include, but not be limited to, mowing, fencing, trapping, or prescribed burning.

4.4 Enforcement. The right and obligation to prevent any activity on or use of the Protected Property that is inconsistent with the purpose of this Conservation Easement and to require the restoration of such areas or features of the Protected Property that may be damaged by any inconsistent activity or use, pursuant to paragraph 10.

4.5 Discretionary Consent. The City's consent for activities otherwise prohibited under Section 2 above, or for any activities requiring City's consent under Section 3 above, may be given under the following conditions and circumstances. If, owing to unforeseen or changed circumstances, any of the activities listed in Section 2 are deemed

desirable by both the Grantor and the City, the City may, in its sole discretion, give permission for such activities, subject to the limitations herein. Such requests for permission, and permission for activities requiring the City's consent under Section 3, shall be in writing and shall describe the proposed activity in sufficient detail to allow the City to judge the consistency of the proposed activity with the purpose of this Conservation Easement. The City may give its permission only if it determines, in its sole discretion, that such activities (1) do not violate the purpose of this Conservation Easement and (2) either enhance or do not impair any significant conservation interests associated with the Protected Property. Notwithstanding the foregoing, the City and Grantor have no right or power to agree to any activities that would result in the termination of this Conservation Easement or to allow any residential, commercial or industrial structures or any commercial or industrial activities not provided for above.

4.6 **Annual Inspection and Report.** The right, but not the obligation, to inspect the Protected Property at least annually and prepare an annual report regarding the results of the inspection, including any significant changes to the Protected Property or violations of this Conservation Easement, and any action that will be taken in response thereto. A copy of each annual report, if prepared, will be maintained at City Hall and a copy will be mailed to the fee owner of the Protected Property. The City shall provide notice to B-Unlimited at least seven (7) days in advance of any annual inspection.

4.7 **Utility Easement.** The right to maintain the water/sewer easement that crosses through the Protected Property.

5. **Access.** Nothing contained in this Conservation Easement shall give or grant to the public a right to enter upon or to use the Protected Property or any portion thereof.

6. **Costs and Liabilities.** The Grantor and its successors and assigns retain all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep and maintenance of the Protected Property, including without limitation all trails located thereon, and it shall make all decisions regarding these issues at its sole discretion; provided that Grantor shall keep the City's interest in the Protected Property free of any liens arising out of any work performed for, materials furnished to or obligations incurred by the Grantor.

Each party agrees to release and absolve the other from any and all liabilities including, but not limited to, injury, losses, damages, judgments, costs, expenses and fees that one party may suffer or incur as a result of or arising out of the activities of the other party on the Protected Property, provided that nothing herein shall be construed to alter, limit or otherwise compromise that immunity afforded the City of Fayetteville under the Constitution and Statutes of the State of Arkansas.

7. **Taxes.** The Grantor shall pay any real estate taxes or other assessments levied on the Protected Property.

8. **Title.** The Grantor covenants and represents that the Grantor is the sole owner and is

seized of the Protected Property in fee simple and has good right to grant and convey this Conservation Easement; that the Protected Property is free and clear of any and all encumbrances, including but not limited to, any mortgages not subordinated to this Conservation Easement, and that the City shall have the use of and enjoy all of the benefits derived from and arising out of this Conservation Easement.

9. **Hazardous Waste.** The Grantor covenants, represents and warrants to the City that no hazardous substance or toxic waste exists nor has been generated, treated, stored, used, disposed of, or deposited in or on the Protected Property, and that there are not now any underground storage tanks located on the Protected Property.

10. **City's Remedies.** If the City becomes aware of a violation of the terms of this Conservation Easement, the City shall give notice to: (a) the person(s) responsible for the violation, and (b) the Grantor or the fee owner of the Protected Property if Grantor is no longer the owner (hereafter the "Owner"), at the Owner's last known post office address, of such violation, and request corrective action sufficient to abate such violation and restore the Protected Property to its previous condition at the time of this grant. Grantor agrees that the Baseline Documentation Report shall be deemed to provide objective information concerning the Protected Property's condition at the time of this grant. Failure by the responsible party to abate the violation and take such other corrective action as may be requested by the City within thirty (30) days after receipt of such notice shall entitle the City or Grantor to bring an action at law or equity in a court of competent jurisdiction to enforce the terms of this Conservation Easement; to require the restoration of the property to its previous condition; to enjoin the non-compliance by ex parte temporary or permanent injunction in a court of competent jurisdiction; and/or to recover any damages arising from the non-compliance; provided however that Grantor shall in no way and under no circumstances be responsible for any damages. Such damages, when recovered, may be applied by the City only to corrective action on the Protected Property. City shall be entitled to recover its attorney's fees and costs in any successful action to enforce the terms of this Conservation Easement, or the violation thereof, against anyone but Grantor.

The City does not waive or forfeit the right to take action as may be necessary to insure compliance with this Conservation Easement by any prior failure to act and the Grantor hereby waives any defenses of waiver, estoppel or laches with respect to any failure to act or delay by the City, its successors or assigns, in acting to enforce any restriction or exercise any rights under this Conservation Easement.

11. **Parties Subject to Easement.** The covenants agreed to and the terms, conditions, and restrictions imposed by this grant shall not only be binding upon the Grantor but also its lessees, agents, personal representatives, successors and assigns, and all other successors to Grantor in interest and shall continue as a servitude running in perpetuity with the Protected Property. No third party right of enforcement exists. Only the City and/or the Grantor can enforce this Conservation Easement.

12. **Subsequent Transfers.** The Grantor agrees that the terms, conditions, restrictions and purposes of this grant or reference thereto will be deemed to be contained within any subsequent deed or other legal instrument by which the Grantor divests either the fee simple title or

possessory interest in the Protected Property; and the Grantor further agrees to notify the City of any pending transfer at the time of the transfer or within a reasonable time thereafter.

13. Merger. The Grantor and the City agree that the terms of this Conservation Easement shall survive any merger of the fee and easement interest in the Protected Property.

14. Amendment. In the event that the property is affected by unusual and unforeseen circumstances and conditions, Grantor and City by mutual consent may amend this easement; provided that the amendment is not inconsistent with the conservation purpose of this easement; will not result in a net degradation of the conservation values of the property; will not affect the enforceability of the easement; and is accomplished in compliance with any applicable state statute and with section 170(h) of the Internal Revenue Code and all regulations applicable thereto, as they may be in effect at the time. Any such amendment shall be recorded in the official land records where the Protected Property is located.

15. Assignment. The Grantor may assign its interest hereunder by selling the fee interest in the Protected Property. The City may not assign its interest hereunder without the express written consent of the fee owner of the Protected Property; provided that only those entities that are qualified organizations as that term is defined in Section 170(h)(3) of the Internal Revenue Code of 1986 (or any successor section) and the regulations promulgated thereunder, that is organized and operated primarily for one of the conservation purposes specified in Section 170(h)(4)(A) of the Internal Revenue Code, shall be permitted, and the transferee or assignee will be required to continue to carry out in perpetuity the conservation purposes that the contribution was originally intended to advance.

16. Extinguishment. The Grantor hereby agrees that, at the time of the conveyance of this Conservation Easement to the City, this Conservation Easement gives rise to a real property right, immediately vested in the City, with a fair market value of the Conservation Easement as of the date of the conveyance that is at least equal to the proportionate value that this Conservation Easement at the time of the conveyance bears to the fair market value of the property as a whole at that time.

That proportionate value of the City's property rights shall remain constant. When a change in conditions takes place which makes impossible or impractical any continued protection of the Protected Property for conservation purposes, and the restrictions contained herein are extinguished by judicial proceeding, the City, upon a subsequent sale, exchange or involuntary conversion of the Protected Property, shall be entitled to a portion of the proceeds at least equal to that proportionate value of the Conservation Easement. The City shall use its share of the proceeds in a manner consistent with the conservation purposes set forth herein or for the protection of a "relatively natural habitat of fish, wildlife, or plants or similar ecosystem," as that phrase is used in and defined under 26 USC 170(h)(4)(A)(ii), as amended and in regulations promulgated thereunder.

17. Eminent Domain. Whenever all or part of the Protected Property is taken in exercise of eminent domain by public, corporate, or other authority so as to abrogate the restrictions imposed by this Conservation Easement, the Grantor and the City shall join in appropriate actions at the

time of the taking to recover the full value of the taking and all incidental or direct damages resulting from it, and the proceeds shall be divided in accordance with the proportionate value of the City's and Grantor's interests as of the date this Easement was granted, and City's proceeds shall be used as specified above. All expenses incurred by the Grantor and the City in such action shall be paid out of the recovered proceeds.

18. Miscellaneous Provisions.

18.1 Severability. If any provision of this Conservation Easement or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions of this Conservation Easement and the application of such provisions to persons or circumstances other than those as to which it is found to be invalid shall not be affected thereby.

18.2 Successors and Assigns. The term "Grantor" shall include the Grantor and the Grantor's heirs, executors, administrators, successors and assigns and shall also mean the masculine, feminine, corporate, singular or plural form of the word as needed in the context of its use. The term "City" shall include the City of Fayetteville, Arkansas, and its successors and assigns.

18.3 Re-recording. The City is authorized to record or file any notices or instruments appropriate to assuring the perpetual enforceability of this Conservation Easement; for such purpose, the Grantor appoints the City its attorney-in-fact to execute, acknowledge and deliver any necessary instrument on its behalf. Without limiting the foregoing, the Grantor agrees to execute any such instruments upon request.

18.4 Captions. The captions herein have been inserted solely for convenience of reference and are not a part of this Conservation Easement and shall have no effect upon construction or interpretation.

18.5 Counterparts. The parties may execute this instrument in two or more counterparts, which shall, in the aggregate, be signed by both parties; each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

18.6 Notices. Any notices required in this Conservation Easement shall be sent by certified mail to the following address or such address as may be hereafter specified by notice in writing:

If to Grantor:

Michael Cole Dr, LLC
P.O. Box 1287
Bentonville, AR 72712

If to City:

City of Fayetteville, Arkansas
Attn: Office of the Mayor
113 W. Mountain Fayetteville, AR
Fayetteville, AR 72701

TO HAVE AND TO HOLD the said Conservation Easement unto the said City forever.

IN WITNESS WHEREOF, the Grantor has executed and sealed this document the day and year first above written.

MICHAEL COLE DR, LLC

By: _____

Printed Name: _____

Title: _____

Date: _____

ACKNOWLEDGMENT

STATE OF ARKANSAS)
) ss.
COUNTY OF WASHINGTON)

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 _____, to me well known as the person who executed the foregoing document, and who stated and acknowledged that he or she is the _____ of **Michael Cole Dr, LLC**, and is duly authorized in that capacity to execute the foregoing instrument for and in the name and behalf of said corporation, and further stated and acknowledged that he or 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.

Notary Public

My Commission Expires: _____

ACCEPTANCE

The undersigned does hereby, on behalf of the City of Fayetteville, Arkansas, consent to and accepts the interest and Conservation Easement granted and conveyed to it under and pursuant to the foregoing grant and agrees to observe and perform all obligations imposed on it thereunder. In consideration of the making of such grant of Conservation Easement, the undersigned further agrees as follows:

1. That should it or its successors or assigns acquire the fee simple interest in and to the Protected Property, it shall not cause or permit the merger of such fee simple interest and the Conservation Easement;
2. Not to release the Conservation Easement to the holder of the fee interest unless such holder is an agency of the State of Arkansas, a unit of local government or a not-for-profit corporation or trust whose primary purposes include the conservation of land, natural areas, open space or water areas, or the preservation of native plants or animals, or biotic communities; and
3. That any subsequent conveyance of the Conservation Easement by it or its successors and assigns shall be in accordance with the terms of an Act relating to Conservation Rights in Real Property, Act 567 of 1983, as set forth at A.C.A. § 15-20-401 et seq., as such Act may be amended from time to time, and shall not be in exchange for money, other property or services, but shall be for no consideration and each instrument of subsequent conveyance shall expressly set forth the same requirements.

The undersigned agrees that this acceptance and its covenants and agreements hereunder shall be binding upon the City of Fayetteville and its successors and assigns.

**CITY OF FAYETTEVILLE,
ARKANSAS**

By: _____
Molly Rawn, Mayor

Date: _____

ATTEST:

By: _____
Kara Paxton, City Clerk Treasurer

ACKNOWLEDGMENT

STATE OF ARKANSAS)
) ss.
COUNTY OF WASHINGTON)

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 **Molly Rawn** and **Kara Paxton**, to me well known as the persons who executed the foregoing document, and who stated and acknowledged that they are the **Mayor** and **City Clerk Treasurer** of the **City of Fayetteville, Arkansas, a municipal corporation**, and are duly authorized in their respective capacities to execute the foregoing instrument for and in the name and behalf of said municipal corporation, and further stated and acknowledged that they 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 _____, 2026.

Notary Public

My Commission Expires: _____

Exhibit "A"
Legal Description of Protected Property

A TRACT OF LAND BEING A PART OF LOT 3A, OF THE MILDRED LEE ESTATES, AS RECORDED IN PLAT FILE #2025-00008131, WASHINGTON COUNTY, ARKANSAS. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FROM THE NW CORNER OF LOT 3A IN MILDRED LEE ESTATES, PHASE 1; THENCE ALONG THE WEST LINE OF SAID LOT 3A S 02°16'02" W A DISTANCE OF 374.90' TO A POINT BEING THE POINT OF BEGINNING; THENCE LEAVING SAID WEST LINE N 89°00'16" E A DISTANCE OF 134.85' TO A POINT; THENCE N 00°48'53" W A DISTANCE OF 33.00' TO A POINT; THENCE N 69°11'26" E A DISTANCE OF 153.42' TO A POINT; THENCE N 00°35'00" W A DISTANCE OF 91.69' TO A POINT; THENCE N 89°00'16" E A DISTANCE OF 27.92' TO A POINT; THENCE N 00°00'00" W A DISTANCE OF 8.00' TO A POINT; THENCE S 88°28'43" E A DISTANCE OF 363.26' TO A POINT; THENCE S 00°43'23" E A DISTANCE OF 25.19' TO A POINT; THENCE S 69°41'26" W A DISTANCE OF 190.01' TO A POINT; THENCE S 50°14'35" W A DISTANCE OF 136.41' TO A POINT; THENCE S 04°22'29" W A DISTANCE OF 74.47' TO A POINT; THENCE N 81°13'21" E A DISTANCE OF 263.43' TO A POINT; THENCE N 36°48'00" E A DISTANCE OF 143.57' TO A POINT ON THE EAST LINE OF LOT 3A; THENCE ALONG SAID EAST LINE S 02°09'41" W A DISTANCE OF 123.23' TO THE SE CORNER OF LOT 3A; THENCE ALONG THE SOUTH LINE OF SAID LOT S 32°33'23" W A DISTANCE OF 87.47' TO A POINT; THENCE S 59°20'23" W A DISTANCE OF 112.10' TO A POINT; THENCE S 78°59'23" W A DISTANCE OF 309.15' TO A POINT; THENCE N 33°33'07" W A DISTANCE OF 172.35' TO A POINT; THENCE S 88°05'50" W A DISTANCE OF 124.20' TO A POINT; THENCE S 61°22'11" W A DISTANCE OF 68.00' TO THE SW CORNER OF LOT 3A; THENCE ALONG THE WEST LINE OF SAID LOT N 02°16'02" E A DISTANCE OF 123.34' TO THE POINT OF BEGINNING, CONTAINING 153,953 SQ. FEET, 3.53 ACRES, MORE OR LESS.

Exhibit “B”
Baseline Documentation Report

FROM: Phil Swope – Civil Engineer, Swope Consulting LLC

SUBJECT: Forestry Assessment, Parcel 765-08445-000, 765-08446-000, and 765-08447-000

Swope Consulting was asked to conduct an assessment for the pond area on parcels 765-08445-000, 765-08446-000, and 765-08447-000. The pond is located on the south side of the lots. The pond and surrounding area are proposed to be in a conservation easement.

BACKGROUND:

This assessment looks at the general condition of the forests, age, species profile, and health of the forests. Information about hydrology, wildlife habitat, and the history of the lands is included in the assessment. The assessment is created with GIS aerial images and information gathered during site visit.



Exhibit 1- Overall site with highlighted proposed conservation easement

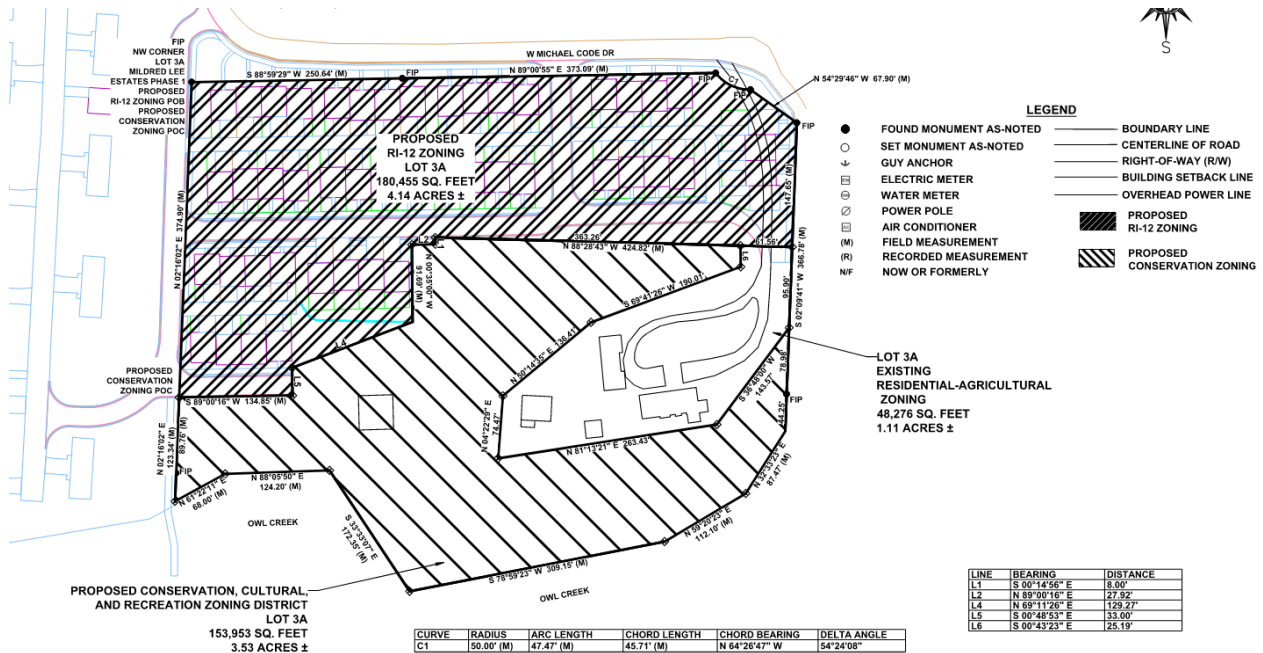


Exhibit 2 – Proposed Easement

This site has been primarily a maintained open field, with no changes to major vegetation. The significant hydrology feature is a large creek, Owl Creek, which traverses the southern boundary. This creek conveys a significant upstream drainage area from the east. This creek is in pristine condition with a limestone bed, as shown in the attached pictures. This stream supports aquatic life, and Mallard Ducks were seen at a site visit. The land was also seen with squirrels and signs of deer.



Exhibit 3

[illegible]

The following photos show current conditions of the site and reflect the variety of vegetation. The tree types found were Oak, Hickory and Sycamore.

















Additional Information Received

Date Received: MM/DD/YYYY	01/13/2026
Time: 00:00 (AM/PM)	4:46 PM
From: Name & Title	Jonathan Curth, Development Services Director
To: Name & Title	City Council
Agenda Meeting Date: MM/DD/YYYY	01/20/2026
Civic Clerk Number: Ex. 2025-994	2025-2620
Forwarded to City Attorney's Office and Department Head	N/A

BASIS OF BEARING:
ARKANSAS STATE PLANE,
COORDINATE SYSTEM,
(NAD-83) NORTH ZONE.

DEED DESCRIPTION
 FILE # 2025-00008131

SURVEY DESCRIPTION LOT 3A (THIS PLAT).

A TRACT OF LAND BEING ALL OF LOT 3, ALL OF LOT 4 AND ALL OF LOT 5 OF THE MILDRED LEE ESTATES, AS RECORDED IN PLAT BOOK 7 AT PAGE 32, WASHINGTON COUNTY, ARKANSAS. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIN FOUND THE NORTHWEST CORNER OF SAID LOT 3, BEING ON THE SOUTH RIGHT-OF-WAY LINE OF W. MICHAEL COLE DRIVE (60' R/W); THENCE ALONG SAID SOUTH LINE N89°00'20"E 623.73 FEET TO AN IRON PIN FOUND; THENCE ALONG A CURVE TO THE LEFT HAVING A DELTA OF 54°24'08", A RADIUS OF 50.00 FEET, A LONG CHORD THAT BEARS S64°26'47"E 45.71 FEET, AN ARC DISTANCE OF 47.47 FEET TO AN IRON PIN FOUND; THENCE DEPARTING SAID SOUTH RIGHT-OF-WAY LINE S54°29'46"E 67.90 FEET TO AN IRON PIN FOUND; THENCE S02°09'41"W PASSING AT A DISTANCE OF 322.64 AN IRON PIN FOUND FOR TOTAL DISTANCE OF 366.78 FEET; THENCE S32°33'23"W 87.47 FEET; THENCE S59°20'23"W 112.10 FEET; THENCE S78°59'23"W 309.15 FEET; THENCE N33°33'07"W 172.35 FEET; THENCE S88°05'50"W 124.20 FEET; THENCE S61°22'11"W 68.00 FEET; THENCE N02°16'02"E PASSING AT A DISTANCE OF 33.58 FEET AN IRON PIN FOUND FOR A TOTAL DISTANCE OF 498.24 FEET TO THE POINT OF BEGINNING, CONTAINING 8.79 ACRES, MORE OR LESS. SUBJECT TO ANY EASEMENTS, COVENANTS OR RESTRICTIONS OF RECORD OR FACT.

PROPOSED RI-12 ZONING
SURVEY DESCRIPTION

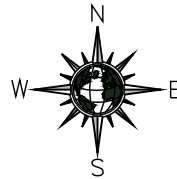
A TRACT OF LAND BEING A PART OF LOT 3A, OF THE MILDRED LEE ESTATES, AS RECORDED IN PLAT FILE #2025-00008131, WASHINGTON COUNTY, ARKANSAS. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NW CORNER OF LOT 3A IN MILDRED LEE ESTATES, PHASE 1; THENCE ALONG THE NORTH LINE OF SAID LOT N 88°59'29" E A DISTANCE OF 250.64' TO A ; THENCE N 89°00'55" E A DISTANCE OF 373.09' TO A FOUND IRON REBAR; THENCE WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 47.47', WITH A RADIUS OF 50.00', WITH A CHORD BEARING OF S 64°26'47" E, WITH A CHORD LENGTH OF 45.71' TO A FOUND IRON REBAR; THENCE S 54°29'46" E A DISTANCE OF 67.90' TO A FOUND IRON REBAR BEING THE NE CORNER OF LOT 3A; THENCE ALONG THE EAST LINE OF SAID LOT 3A S 02°09'41" W A DISTANCE OF 147.65' TO A POINT; THENCE N 88°28'43" W A DISTANCE OF 424.82' TO A POINT; THENCE S 00°00'00" E A DISTANCE OF 8.00' TO A POINT; THENCE S 89°00'16" W A DISTANCE OF 27.92' TO A POINT; THENCE S 00°35'00" E A DISTANCE OF 91.69' TO A POINT; THENCE S 69°11'26" W A DISTANCE OF 153.42' TO A POINT; THENCE S 00°48'53" E A DISTANCE OF 33.00' TO A POINT; THENCE S 89°00'16" W A DISTANCE OF 134.85' TO A POINT ON THE WEST LINE OF SAID LOT 3A; THENCE ALONG SAID WEST LINE N 02°16'02" E A DISTANCE OF 374.90' TO THE POINT OF BEGINNING, CONTAINING 180,455 SQ. FEET, 4.14 ACRES, MORE OR LESS.

PROPOSED CONSERVATION, CULTURAL,
AND RECREATION ZONING DISTRICT
SURVEY DESCRIPTION

A TRACT OF LAND BEING A PART OF LOT 3A, OF THE MILDRED LEE ESTATES, AS RECORDED IN PLAT FILE #2025-00008131, WASHINGTON COUNTY, ARKANSAS. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

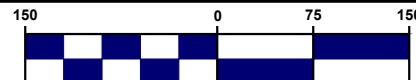
COMMENCING FROM THE NW CORNER OF LOT 3A IN MILDRED LEE ESTATES, PHASE 1; THENCE ALONG THE WEST LINE OF SAID LOT 3A S 02°16'02" W A DISTANCE OF 374.90' TO A POINT BEING THE POINT OF BEGINNING; THENCE LEAVING SAID WEST LINE N 89°00'16" E A DISTANCE OF 134.85' TO A POINT; THENCE N 00°48'53" W A DISTANCE OF 33.00' TO A POINT; THENCE N 69°11'26" E A DISTANCE OF 153.42' TO A POINT; THENCE N 00°35'00" W A DISTANCE OF 91.69' TO A POINT; THENCE N 89°00'16" E A DISTANCE OF 27.92' TO A POINT; THENCE N 00°00'00" W A DISTANCE OF 8.00' TO A POINT; THENCE S 88°28'43" E A DISTANCE OF 363.26' TO A POINT; THENCE S 00°43'23" E A DISTANCE OF 25.19' TO A POINT; THENCE S 69°41'26" W A DISTANCE OF 190.01' TO A POINT; THENCE S 50°14'35" W A DISTANCE OF 136.41' TO A POINT; THENCE S 04°22'29" W A DISTANCE OF 74.47' TO A POINT; THENCE N 81°13'21" E A DISTANCE OF 263.43' TO A POINT; THENCE N 36°48'00" E A DISTANCE OF 143.57' TO A POINT ON THE EAST LINE OF LOT 3A; THENCE ALONG SAID EAST LINE S 02°09'41" W A DISTANCE OF 123.23' TO THE SE CORNER OF LOT 3A; THENCE ALONG THE SOUTH LINE OF SAID LOT S 32°33'23" W A DISTANCE OF 87.47' TO A POINT; THENCE S 59°20'23" W A DISTANCE OF 112.10' TO A POINT; THENCE S 78°59'23" W A DISTANCE OF 309.15' TO A POINT; THENCE N 33°33'07" W A DISTANCE OF 172.35' TO A POINT; THENCE S 88°05'50" W A DISTANCE OF 124.20' TO A POINT; THENCE S 61°22'11" W A DISTANCE OF 68.00' TO THE SW CORNER OF LOT 3A; THENCE ALONG THE WEST LINE OF SAID LOT N 02°16'02" E A DISTANCE OF 123.34' TO THE POINT OF BEGINNING, CONTAINING 153,953 SQ. FEET, 3.53 ACRES, MORE OR LESS.



LEGEND

●	FOUND MONUMENT AS-NOTED	——	BOUNDARY LINE
○	SET MONUMENT AS-NOTED	——	CENTERLINE OF ROAD
↓	GUY ANCHOR	——	RIGHT-OF-WAY (R/W)
⊞	ELECTRIC METER	——	BUILDING SETBACK LINE
⊞	WATER METER	——	OVERHEAD POWER LINE
⊞	POWER POLE	▨	PROPOSED RI-12 ZONING
⊞	AIR CONDITIONER	▨	PROPOSED CONSERVATION ZONING
(M)	FIELD MEASUREMENT		
(R)	RECORDED MEASUREMENT		
N/F	NOW OR FORMERLY		

REZONE EXHIBIT



PAGE 1 OF 2



Project Number:
 23-120

Certificate of Authorization № 2831

Date: 01/09/2026

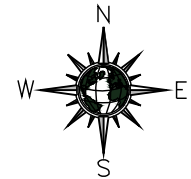
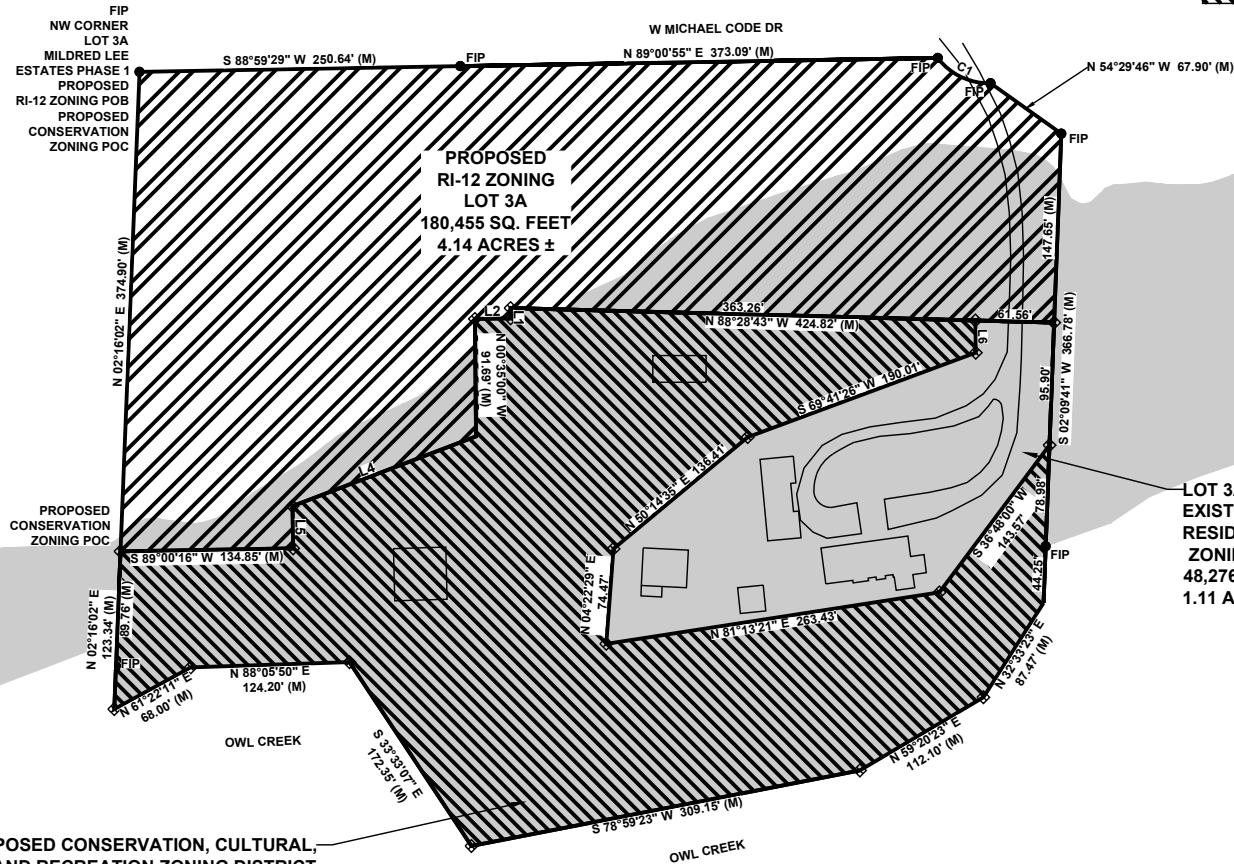
BASIS OF BEARING:
ARKANSAS STATE PLANE,
COORDINATE SYSTEM,
(NAD-83) NORTH ZONE.

- FOUND MONUMENT AS-NOTED
- SET MONUMENT AS-NOTED
- ↓ GUY ANCHOR
- ⊞ ELECTRIC METER
- ⊞ WATER METER
- ⊞ POWER POLE

LEGEND

- ⊞ AIR CONDITIONER
- (M) FIELD MEASUREMENT
- (R) RECORDED MEASUREMENT
- N/F NOW OR FORMERLY
- ▨ PROPOSED
- ▨ RI-12 ZONING

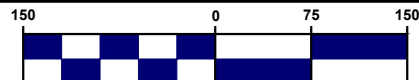
- BOUNDARY LINE
- CENTERLINE OF ROAD
- RIGHT-OF-WAY (R/W)
- BUILDING SETBACK LINE
- OVERHEAD POWER LINE
- ▨ PROPOSED CONSERVATION ZONING



LINE	BEARING	DISTANCE
L1	S 00°14'56" E	8.00'
L2	N 89°00'16" E	27.92'
L4	N 69°11'26" E	129.27'
L5	S 00°48'53" E	33.00'
L6	S 00°43'23" E	25.19'

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	50.00' (M)	47.47' (M)	45.71' (M)	N 64°26'47" W	54°24'08"

REZONE EXHIBIT



(in feet) 1 inch = 150 ft.

PAGE 2 OF 2



Project Number:
23-120

Certificate of Authorization № 2831

Date: 01/09/2026



MEETING OF JANUARY 20, 2026

TO: Mayor Rawn and City Council

THROUGH: Keith Macedo, Chief of Staff
Jonathan Curth, Development Services Director
Jessica Masters, Planning Director

FROM: Citlali Samano, Planner

SUBJECT: **RZN-2025-0058: Rezoning (S FUTRALL DR & S ROOT AVE/BARNES FAMILY TRUST, 519): Submitted by ECOLOGICAL DESIGN GROUP for property located at S FUTRALL DR & S ROOT AVE. in WARD 1. The property is zoned RSF-4, RESIDENTIAL SINGLE-FAMILY, 4 UNITS PER ACRE, and contains approximately 9.02 acres. The request is to rezone the property to NS-G, NEIGHBORHOOD SERVICES - GENERAL**

RECOMMENDATION:

City Planning staff and the Planning Commission recommend approval of a request to rezone the subject property to NS-G, Neighborhood Services - General.

While originally requesting CS, Community Services, the applicant agreed to a forwarding of a request of NS-G during the Planning Commission meeting. Staff recommended approval of a request to CS, Community Services, which this report evaluated.

BACKGROUND:

The subject property is located approximately ½ mile south of Markham Hill Woods and just east of Interstate 49 along S. Futrall Dr. In addition to Futrall, the property also has access to S. Root Ave., a public street to the southeast. The overall property contains approximately 9.02 acres and is undeveloped with near-complete 100% tree canopy coverage. The property has a history of rezoning requests. In 2021, the initial request for a rezone to UT, Urban Thoroughfare was denied. Subsequently, a CS rezoning request was made, which received a recommendation for approval by staff and was forwarded to City Council. where it was ultimately denied. Portions of the property near I-49 lie within the City's I-540 Overlay District while another somewhat overlapping portion lies within the Hillside/Hilltop Overlay District. The property is not within a FEMA floodplain, floodway, nor within a Streamside Protection Zone.

Request: The request is to rezone the property from RSF-4, Residential Single-Family, 4 Units Per Acre, to NS-G, Neighborhood Services - General.

Public Comment: One member of the public spoke at the Planning Commission with concerns about the request and its potential impact on flooding. A document was subsequently shared with staff which is included in this report.

Land Use Compatibility: Staff finds that requested rezoning to be generally compatible with the surrounding

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov

area and existing land uses due to the CS zoning district's intensity and building heights aligning with surrounding uses. Additionally, the allowance in CS to develop nonresidential uses in addition to residential ones can promote the availability of services for residences to the south and east sides of the subject property. Further, the subject property fronts two public streets, Futrall and Root, affording it access that could otherwise pose circulation concerns if Futrall, a one-way frontage road, were the only adjacent street. Overall, the request presents more opportunities than it does challenges; staff recommends approval of this request to CS, and also recommends in favor of the amended proposal of NS-G.

Land Use Plan Analysis: Staff finds the proposed rezoning to be consistent with the goals in City Plan 2040 and the property's mixed future land use designation of Residential Neighborhood area and City Neighborhood area. The proposal for both CS and NS-G along Futrall, a major connecting corridor, can allow for both residential and nonresidential uses that complement both future land use map designations.

CITY PLAN 2040 INFILL MATRIX: City Plan 2040's Infill Matrix indicates a score of 8. The following elements of the matrix contribute to the score:

- Adequate Fire Response (Station 6, located at 900 S Hollywood Ave.)
- Near Sewer Main (21" gravity main adjacent to the property)
- Near Water Main (6" along W Orlando Dr)
- Near Public School (Ramay Junior High School)
- Near City Park (Centennial Park)
- Near Paved Trail (Shiloh Trail)
- Near Razorback Bus Stop (W Stone St & S Mobile Ln)
- Appropriate Future Land Use

DISCUSSION:

At the December 08, 2025 Planning Commission meeting, a vote of 7-0-0 forwarded the request to City Council with a recommendation of approval following discussion and amendment from the applicant's request of CS, Community Services to NS-G, Neighborhood Services - General. Commissioner McGetrick and Commissioner Madden found that NS-G would allow for less intense and more appropriate land uses compared to CS. Madden also stated concerns in regard to the Hillside/Hilltop Overlay and potential impacts to nearby residences. One member of the public spoke at the meeting, virtually, with concerns about flooding in the area. This member of the public did not provide a presentation document for their concerns during the meeting but did send them via email the following day. These are attached to this report.

BUDGET/STAFF IMPACT:

N/A

ATTACHMENTS: 3. Staff Review Form, 4. Exhibit A, 5. Exhibit B, 6. Planning Commission Staff Report, 7. Additional Information - RZN-2025-0058 Topography Exhibit

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 #: 2025-2623

AN ORDINANCE TO REZONE THE PROPERTY DESCRIBED IN REZONING PETITION RZN 2025-58 FOR APPROXIMATELY 9.02 ACRES LOCATED AT SOUTH FUTRALL DRIVE AND SOUTH ROOT AVENUE IN WARD 1 FROM RSF-4, RESIDENTIAL SINGLE-FAMILY, 4 UNITS PER ACRE TO NS-G, NEIGHBORHOOD SERVICES - GENERAL

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby changes the zone classification of the property shown on the map (Exhibit A) and the legal description (Exhibit B) both attached to the Planning Department's Agenda Memo from RSF-4, Residential Single-Family, 4 Units Per Acre to NS-G, Neighborhood Services – General.

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

City of Fayetteville Staff Review Form

2025-2623

Item ID

1/6/2026

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

Jonathan Curth

12/19/2025

DEVELOPMENT REVIEW (630)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

RZN-2025-0058: Rezoning (S FUTRALL DR & S ROOT AVE/BARNES FAMILY TRUST, 519): Submitted by ECOLOGICAL DESIGN GROUP for property located at S FUTRALL DR & S ROOT AVE. in WARD 1. The property is zoned RSF-4, RESIDENTIAL SINGLE-FAMILY, 4 UNITS PER ACRE, and contains approximately 9.02 acres. The request is to rezone the property to CS, COMMUNITY SERVICES.

Budget Impact:

Account Number

Fund

Project Number

Project Title

Budgeted Item? No

Total Amended Budget

\$ -

Expenses (Actual+Encum)

\$ -

Available Budget

\$ -

Does item have a direct cost? No

Item Cost

\$ -

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ -

V20221130

Purchase Order Number: _____

Previous Ordinance or Resolution # _____

Change Order Number: _____

Approval Date: _____

Original Contract Number: _____

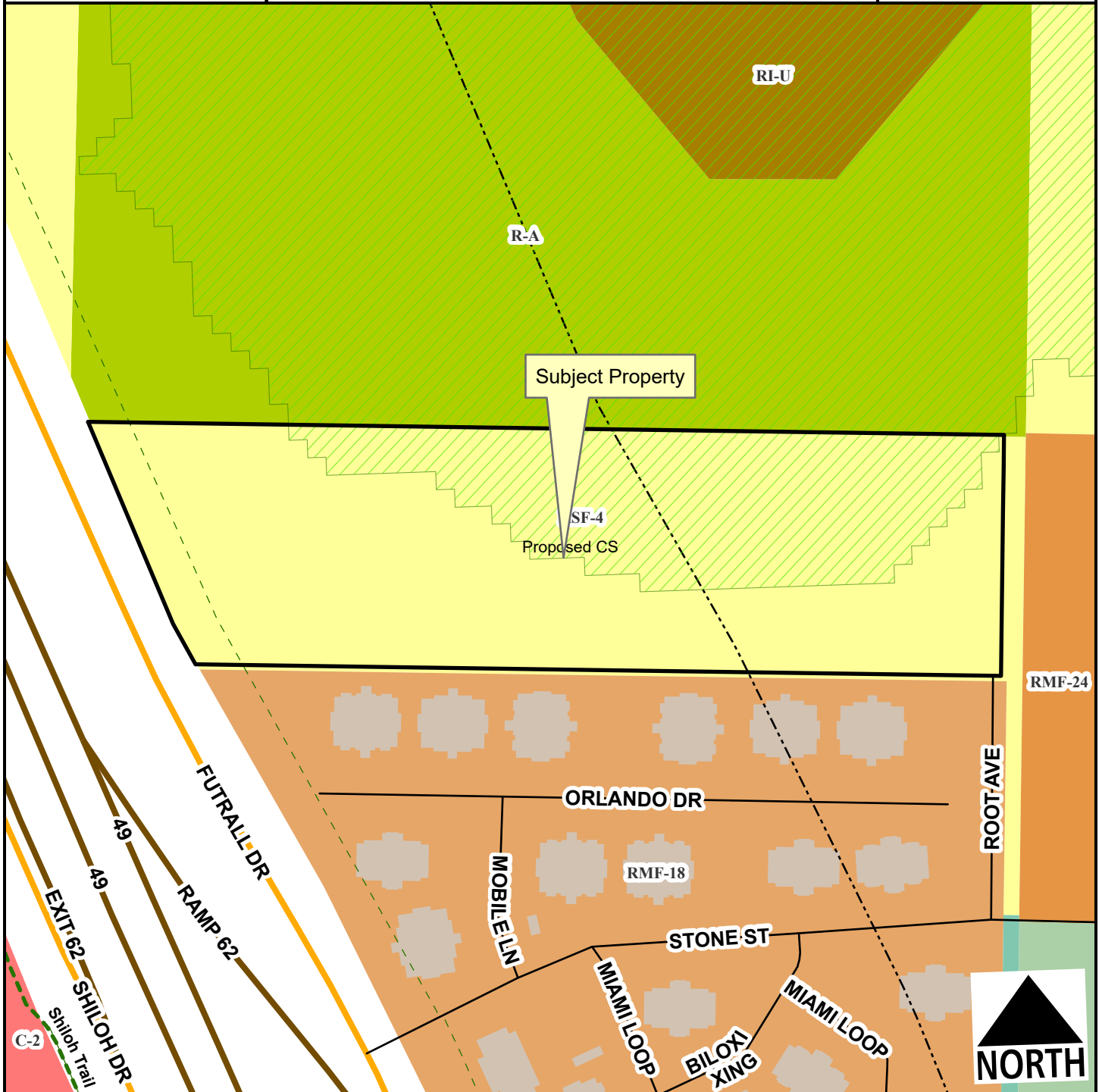
Comments:

RZN-2025-0058

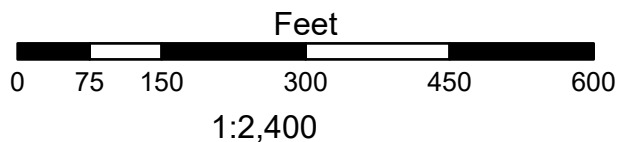
S. FUTRALL DR & S. ROOT AVE

EXHIBIT A

Close Up View



- Neighborhood Link
- Freeway/Expressway
- Unclassified
- Residential Link
- Hillside-Hilltop Overlay District
- Trail (Proposed)
- Design Overlay District
- Planning Area
- Fayetteville City Limits



Zone	Current	Proposed
CS	0.0	9.0
R-A	0.1	0.0
RSF-4	8.9	0.0

Total 9.0 ac

EXHIBIT B

AS SURVEYED DESCRIPTION:

A part of the N $\frac{1}{2}$ of the S $\frac{1}{2}$ of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 18, T-16-N, R-30-W, Washington County, Arkansas, being more particularly described as follows: Commencing at a found stone for the Northeast Corner of the NE $\frac{1}{4}$, SE $\frac{1}{4}$; thence S02°48'01"W along the East line of said NE $\frac{1}{4}$, SE $\frac{1}{4}$ a distance of 656.59 feet to a found stone for the Northeast Corner of the N $\frac{1}{2}$, S $\frac{1}{2}$, NE $\frac{1}{4}$, SE $\frac{1}{4}$; thence N87°10'29"W along the North line of said N $\frac{1}{2}$, S $\frac{1}{2}$, NE $\frac{1}{4}$, SE $\frac{1}{4}$ a distance of 30.00 feet to a set $\frac{1}{2}$ " rebar (capped PS #1737) for the POINT OF BEGINNING; thence S02°44'55"W a distance of 331.18 feet to a set $\frac{1}{2}$ " rebar (capped PS #1737) on the South line of the N $\frac{1}{2}$, S $\frac{1}{2}$, NE $\frac{1}{4}$, SE $\frac{1}{4}$; thence N87°10'21"W along said South line a distance of 1107.00 feet to a found $\frac{1}{2}$ " rebar (PS #1252) at the intersection of said South line and the East right of way line of Highway I-49 and Futrall Drive; thence along said right of way line the following 2 courses: (1) N27°07'00"W a distance of 63.52 feet to a found right of way monument; (2) thence N20°49'02"W a distance of 301.40 feet to a found right of way monument at the intersection of said right of way line and the North line of the N $\frac{1}{2}$, S $\frac{1}{2}$, NE $\frac{1}{4}$, SE $\frac{1}{4}$; thence S87°10'29"E along said North line a distance of 1259.13 feet to the point of beginning, containing 9.02 Acres, more or less, as shown on survey by PS #1737. Subject to all existing easements for roads or other purposes.



TO: Fayetteville Planning Commission

THRU: **Jessie Master, Planning Director**

FROM: Citlali Samano, Planner

MEETING DATE: December 08, 2025 **Updated PC results 12/09**

SUBJECT: **RZN-2025-0058: Rezoning (S FUTRALL DR & S ROOT AVE/BARNES FAMILY TRUST, 519):** Submitted by ECOLOGICAL DESIGN GROUP for property located at S FUTRALL DR & S ROOT AVE. The property is zoned RSF-4, RESIDENTIAL SINGLE-FAMILY, 4 UNITS PER ACRE, and contains approximately 9.02 acres. The request is to rezone the property to CS, COMMUNITY SERVICES.

RECOMMENDATION:

Staff recommends approval of **RZN-2025-0058**.

RECOMMENDED MOTION:

*"I move to forward **RZN-2025-0058** to City Council with a recommendation of approval."*

BACKGROUND:

The subject property is located approximately ½ miles south of Markham Hill Woods and just east of I-49. The overall property contains approximately 9.02 acres, the applicant requests to rezone the property to CS, Community Services. Currently, the site is undeveloped and has almost 100% tree canopy coverage, however the request is intended to establish a transition area that provides small-scale commercial service options in a corridor that currently lacks accessible commercial amenities between Martin Luther King Jr. Boulevard and N. Marinoni Drive. Portions of the property lie within the City's Sign Overlay District, and a small portion lies within the Hillside/Hilltop Overlay District. The property is not within a FEMA floodplain, floodway, nor within a Streamside Protection Zone. Surrounding land uses and zoning are depicted in *Table 1*.

Table 1:
Surrounding Land Uses and Zoning

Direction	Land Use	Zoning
North	Undeveloped	R-A, Residential Agriculture; RI-U, Residential-Intermediate, Urban;
South	Mixed-Family Residential	RMF-18, Residential Multi-Family, 18 Units Per Acre
East	Mixed-Family Residential	RSF-4, Residential Single-Family, 4 Units Per Acre; RMF-24, Residential Multi-Family, 24 Units Per Acre
West	Interstate (I-49)	RPZD, Residential-Planned Zoning District (across the interstate)

Request: The request is to rezone the property from RSF-4, Residential Single-Family, 4 Units Per Acre, to CS, Community Services.

Public Comment: Staff have received no public comments.

INFRASTRUCTURE AND ENVIRONMENTAL REVIEW:

Streets: The subject area has road frontage along South Futrall Drive and South Root Avenue. South Futrall Drive is a partially improved Neighborhood Link Street with asphalt paving with curb and gutter. South Root Avenue is a partially improved Residential Link Street with asphalt paving with curb and gutter. 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 not available to the Subject area, but there is a water main approximately 150 feet southeast of the property that runs adjacent to S. Root Ave. and W. Orlando Dr.

Sewer: Sanitary Sewer is not available to the Subject area, but there is a sewer main that runs adjacent to S. Futrall Dr. on the west side of the property.

Drainage: No portion of the property lies within a FEMA Floodplain, nor within a Streamside Protection zone. However, there is Hydric Soils partially present in the area. Hydric soil is 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 soil can be found across many areas of Fayetteville, including valleys, floodplains, and open prairies. It's important to identify these natural resources during development, so when these soils are identified on a property, further environmental studies will be required at the time of development. Before permits are issued for the property a statement/report from an environmental professional must be provided summarizing the existence of wetlands on the property. If this statement/report indicates that wetlands may be present on site, a USACE Determination of Jurisdictional Wetlands will be required at the time of development submittal. A portion of the property lies within the Hillside-Hilltop Overlay District. Additional restrictions will apply at the time of development. engineered footing designs will be required at the time of building permit submittal, as well as grading, erosion control and abbreviated tree preservation plans.

Fire: Fire apparatus access and fire protection water supplies will be reviewed for compliance with the Arkansas Fire Prevention Code at the time of development. Station 6, located at 900 S Hollywood Ave., protects this site. The property is located approximately 1 mile from the fire station with an anticipated drive time of approximately 3 minutes using existing streets. The anticipated response time would be approximately 5.2 minutes. Fire Department response time is calculated based on the drive time plus 1 minute for dispatch and 1.2 minutes for turn-out time. Within the City Limits, the Fayetteville Fire Department has a response time goal of 6 minutes for an engine and 8 minutes for a ladder truck.

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

Tree Preservation:

The proposed zoning districts, CS – Community Services requires a **20% minimum canopy preservation**. The current zoning districts, RSF-4, Residential Single-Family, 4 Units per Acre requires a **25% minimum canopy preservation**.

CITY PLAN 2040 FUTURE LAND USE PLAN: The City Plan 2040 Future Land Use Plan designates the property within the proposed rezone as **Residential Neighborhood and City Neighborhood**.

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

City 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 5-8 for this site with a weighted score of 12. The following elements of the matrix contribute to the score:

- Adequate Fire Response (Station 6, located at 900 S Hollywood Ave.)
- Near Sewer Main (21" gravity main adjacent to the property)
- Near Water Main (6" along W Orlando Dr)
- Near Public School (Ramay Junior High School)
- Near City Park (Centennial Park)
- Near Paved Trail (Shiloh Trail)
- Near Razorback Bus Stop (W Stone St & S Mobile Ln)
- Appropriate Future Land Use

FINDINGS OF THE STAFF

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

Finding: ***Land Use Compatibility:** Staff finds that the requested rezoning appears generally compatible with the surrounding area and existing land uses. The property has a history of rezoning requests in 2021: the initial request for a rezone to UT was denied due to incompatibility with form-based zoning and requirements for walkable elements. Conversely, a CS rezoning request was also made 6 months later. The second request was recommended for approval by staff and forwarded to City Council but was for reasons related to building form and walkability requirements. CS is more compatible due to lower intensity and building heights that align with surrounding uses. The applicant is continuing to rezone approximately 9.02 acres from RSF-4 to CS, which would enhance the availability of commercial services for the*

surrounding residential neighborhoods on the south and east sides of the property.

Given the current surrounding land use and the distance to non-residential services, there is increased flexibility to approve the current rezoning request. Staff notes that there are no concerns related to the environmental constraints of the site, nor does any portion of the property lie within the floodplain.

The subject area has does have street frontage along S. Futrall Dr. and S. Root Ave. and is a Partially improved Neighborhood Link Street with asphalt paving with curb and gutter. 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.

Overall, the request presents more opportunities than it does challenges, as discussed in previous rezoning requests. Staff recommends approval of this request.

Land Use Plan Analysis: Staff finds the proposed rezoning to be consistent with the goals in City Plan 2040 and the property's mixed future land use designation partially as a Residential Neighborhood area, and a City Neighborhood area. Given the future land use classification of these portions of the site, staff would recommend approval of the request to stay in line with that plan.

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 CS.

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 CS has the potential to increase traffic to this location and could be to an appreciable degree. There are no limiting factors as there is street frontage along S. Futrall Dr. and S. Root Ave. Further, the property is not within the floodplain.

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 property does not have access to water and sewer but can do so with any future developments. Any increase in density would have to be balanced with appropriate upsizing of those facilities to be borne by the developer.

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:

Finding: There is currently no readily available access to water or sewer for this property. However, there are available connections surrounding the property.

RECOMMENDATION: Planning staff recommends approval of RZN-2024-0058.

PLANNING COMMISSION ACTION: Required <u>YES</u>			
Date: <u>December 08, 2025</u>	☐ Tabled	☒ Forwarded with recommendation to rezone to NS-G	☐ Denied
Motion: Cabe			
Second: Castin			
Vote: 7-0-0			

BUDGET/STAFF IMPACT:

None

ATTACHMENTS:

- Project Maps
 - One Mile Map
 - Close-Up Map
 - Current Land Use Map
 - Future Land Use Map
 - Unified Development Code
 - §161.07 District RSF-4, Residential Single-Family, 4 Units per Acre
 - §161.22 District CS, Community Services
 - Applicant Exhibits
 - Request Letter
- Public Comment - Presentation
-

161.07 - District RSF-4, Residential Single-Family - Four (4) Units Per Acre (modified)

(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
Unit per acre	4 or less

(D) *Bulk and Area Regulations.*

	Single-Family Dwellings
Lot minimum width	70 feet
Lot area minimum	8,000 square feet
Land area per dwelling unit	8,000 square feet
Hillside Overlay District Lot minimum width	60 feet
Hillside Overlay District Lot area minimum	8,000 square feet
Land area per dwelling unit	8,000 square feet

(E) *Setback Requirements.*

Front	Side	Rear
15 feet	5 feet	15 feet

(F) *Building Height Regulations.*

Building Height Maximum	3 stories
-------------------------	-----------

(G) *Building Area.*

On any lot the area occupied by all buildings shall not exceed 40% of the total area of such lot. Accessory ground mounted solar energy systems shall not be considered buildings.

(Code 1991, §160.031; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99; Ord. No. 4858, 4-18-06; Ord. No. 5028, 6-19-07; Ord. No. 5128, 4-15-08; Ord. No. 5224, 3-3-09; Ord. No. 5312, 4-20-10; Ord. No. 5462, 12-6-11; Ord. No. 5921, §1, 11-1-16; Ord. No. 5945, §8, 1-17-17; Ord. No. 6015, §1(Exh. A), 11-21-17; [Ord. No. 6245](#), §2, 10-15-19; [Ord. No. 6427](#), §§1(Exh. C), 2, 4-20-21)

Editor's note— 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.

161.22 - Community Services (modified)

(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.

(Ord. No. 5312, 4-20-10; Ord. No. 5339, 8-3-10; Ord. No. 5462, 12-6-11; Ord. No. 5592, 6-18-13; Ord. No. 5664, 2-18-14; Ord. No. 5735, 1-20-15; Ord. No. 5800, §1(Exh. A), 10-6-15; Ord. No. 5921, §1, 11-1-16; Ord. No. 5945,

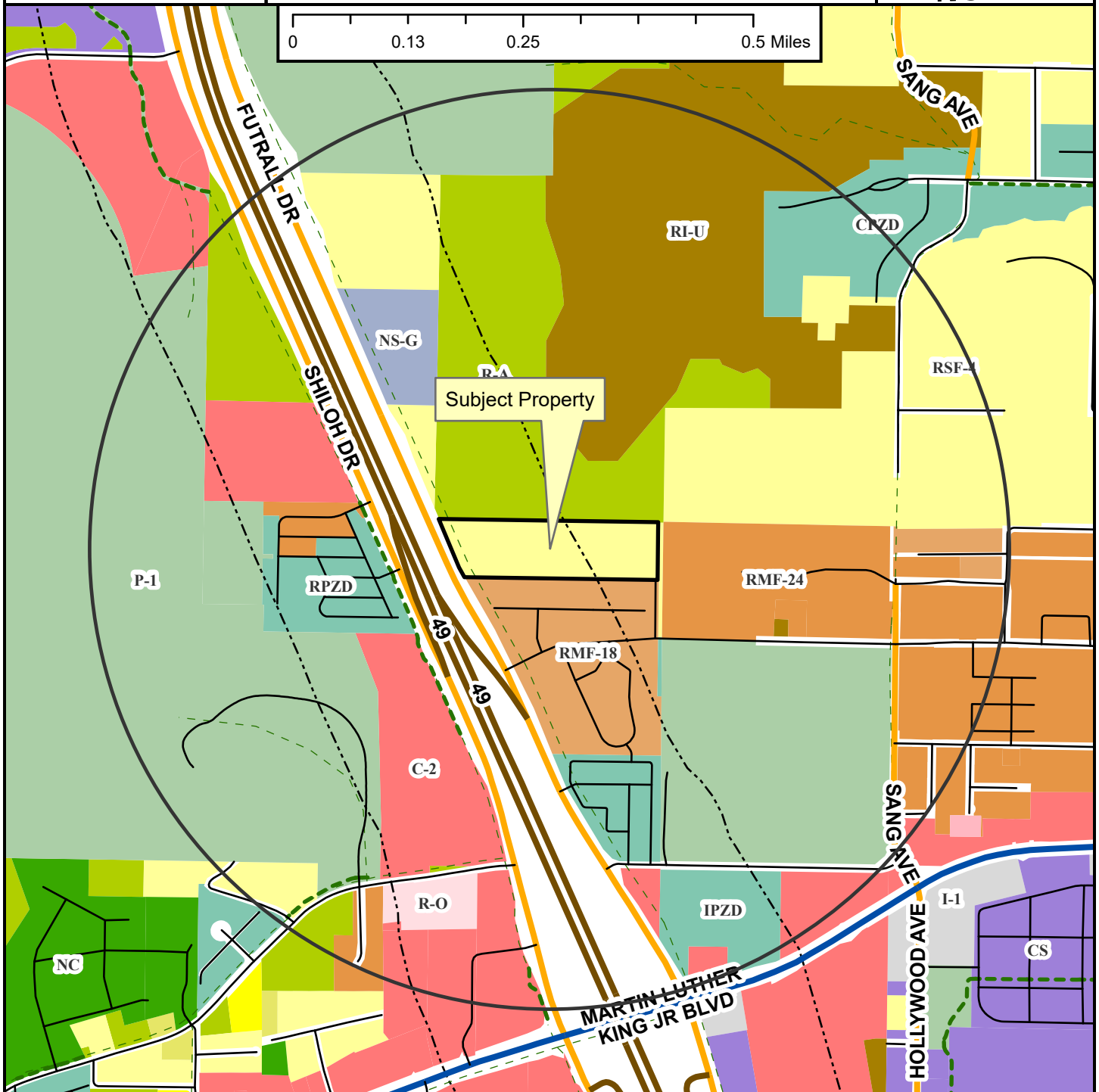
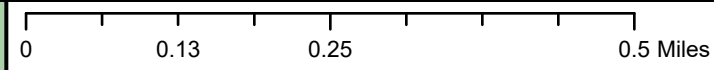
§§5, 7—9, 1-17-17; Ord. No. 6015, §1(Exh. A), 11-21-17; Ord. No. 6223, §1, 9-3-19; Ord. No. 6409 §1, 2-2-21; Ord. No. 6427, §§1(Exh. C), 2, 4-20-21; Ord. No. 6497, §1, 10-19-21; Ord. No. 6879, §2, 5-20-25)

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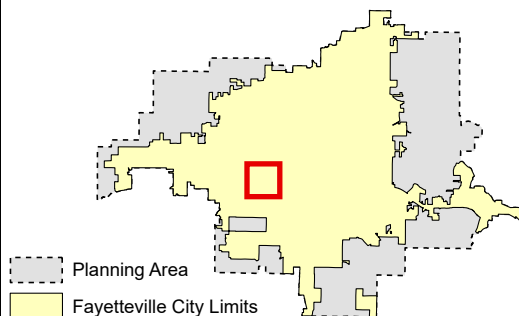
RZN-2025-0058

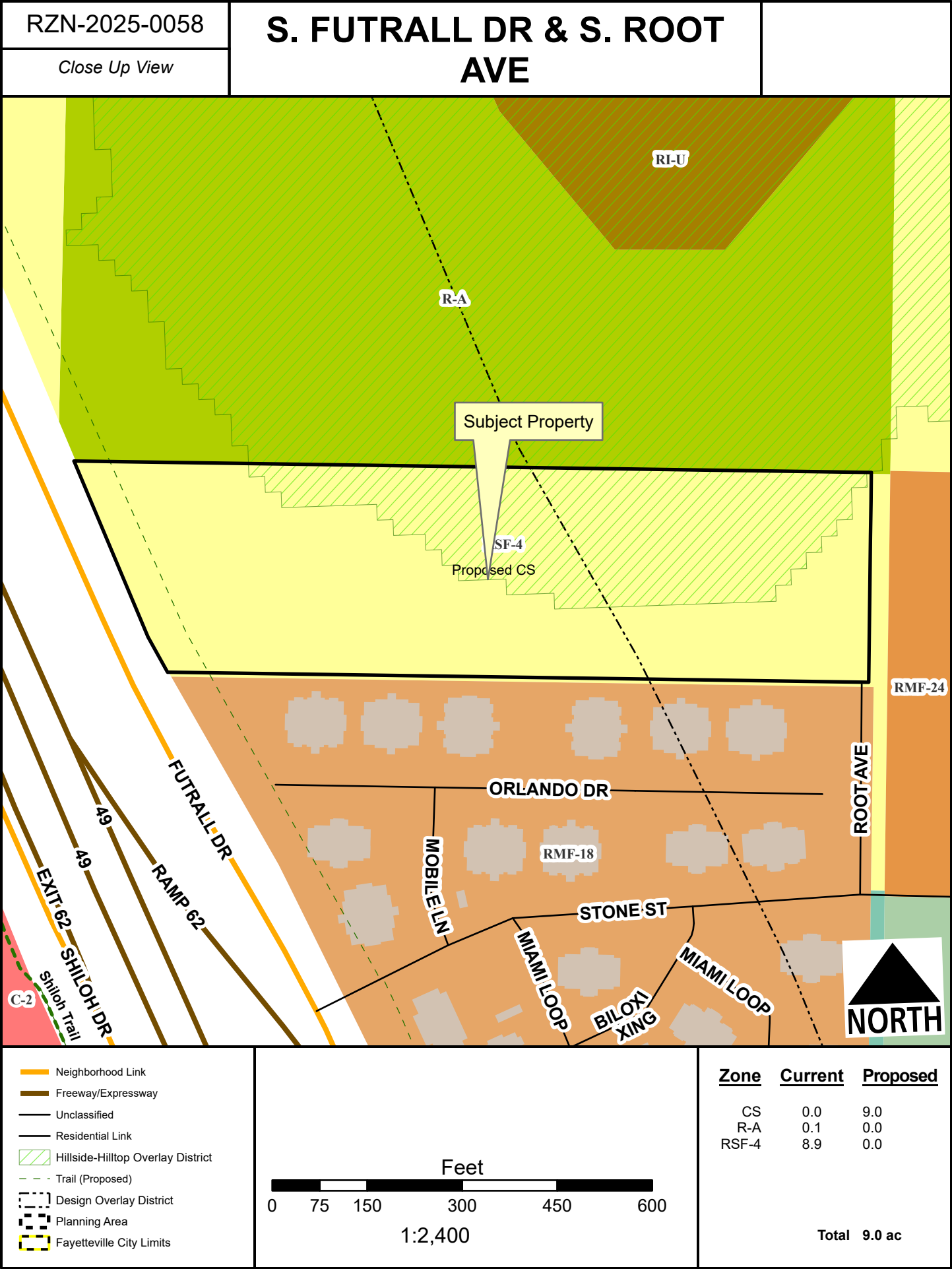
One Mile View

S. FUTRALL DR & S. ROOT AVE



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

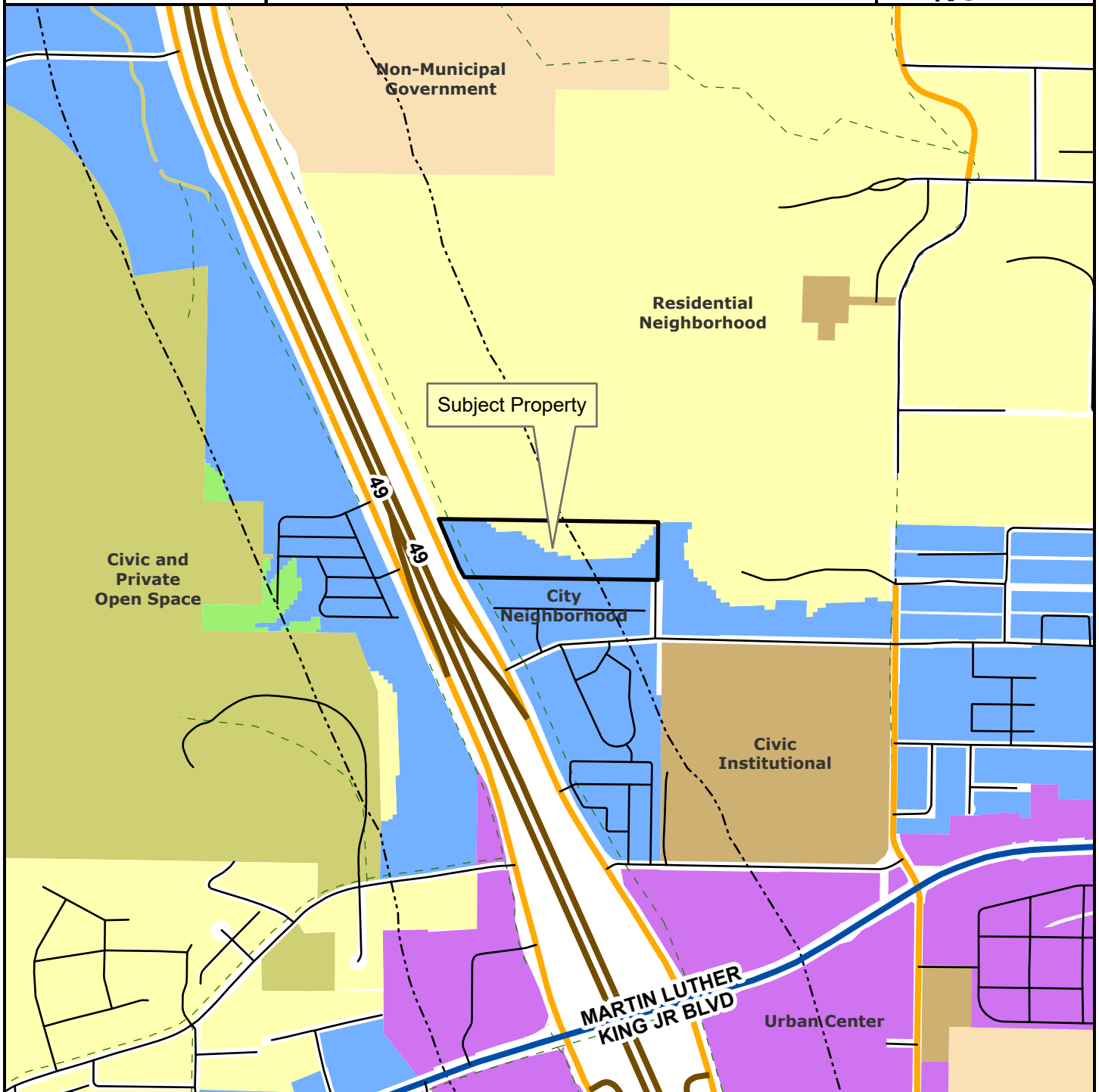




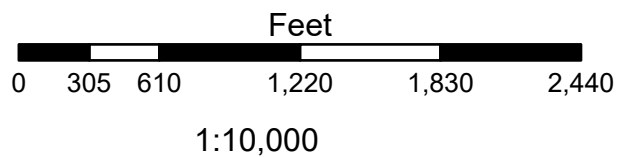
RZN-2025-0058

Future Land Use

S. FUTRALL DR & S. ROOT AVE



- Neighborhood Link
- Regional Link - High Activity
- Freeway/Expressway
- 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

RZN-2025-0058

S. FUTRALL DR & S. ROOT AVE

Current Land Use



- Neighborhood Link
- Freeway/Expressway
- Unclassified
- Residential Link
- Trail (Proposed)
- 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

Date: 10/28/2025

Project: Futrall - Rezoning

Parcel Number: 765-14618-000

EDG Project No: #25-062

RE: Rezoning Request

To whom it may concern:

Ecological Design Group, on behalf of the Barnes Family Trust, requests the rezoning of parcel #765-14618-000, from RSF-4 (Residential Single Family, four units per acre) to C-S (Community Services).

The property is currently zoned RSF-4 and is bordered by RSF-18 and RMF-24 zones to the south and east, R-A to the north, and South Futrall Drive and Interstate 49 to the west. The proposed C-S zoning would allow for a mix of commercial and residential uses, aligning with the surrounding medium-high density residential zones and complementing the existing commercial zoning across I-49 to the northwest and southwest.

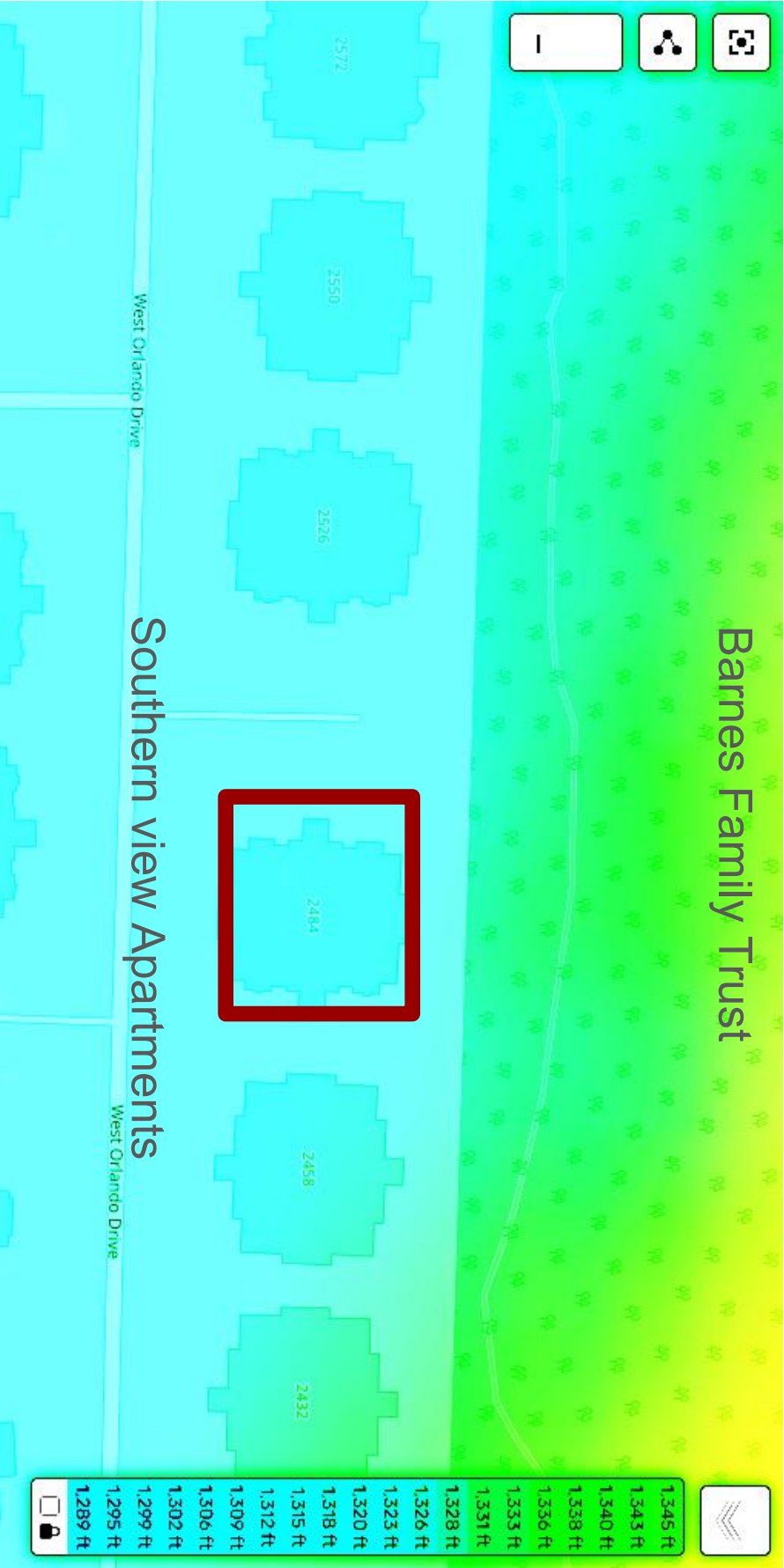
The proposed C-S zoning is compatible with surrounding land uses and therefore is not expected to negatively impact neighboring properties. Instead, it would enable the property to serve nearby residential areas with commercial services, while also supporting residential development consistent with adjacent zoning.

Sincerely,

A handwritten signature in cursive script that reads "Molly Pace".

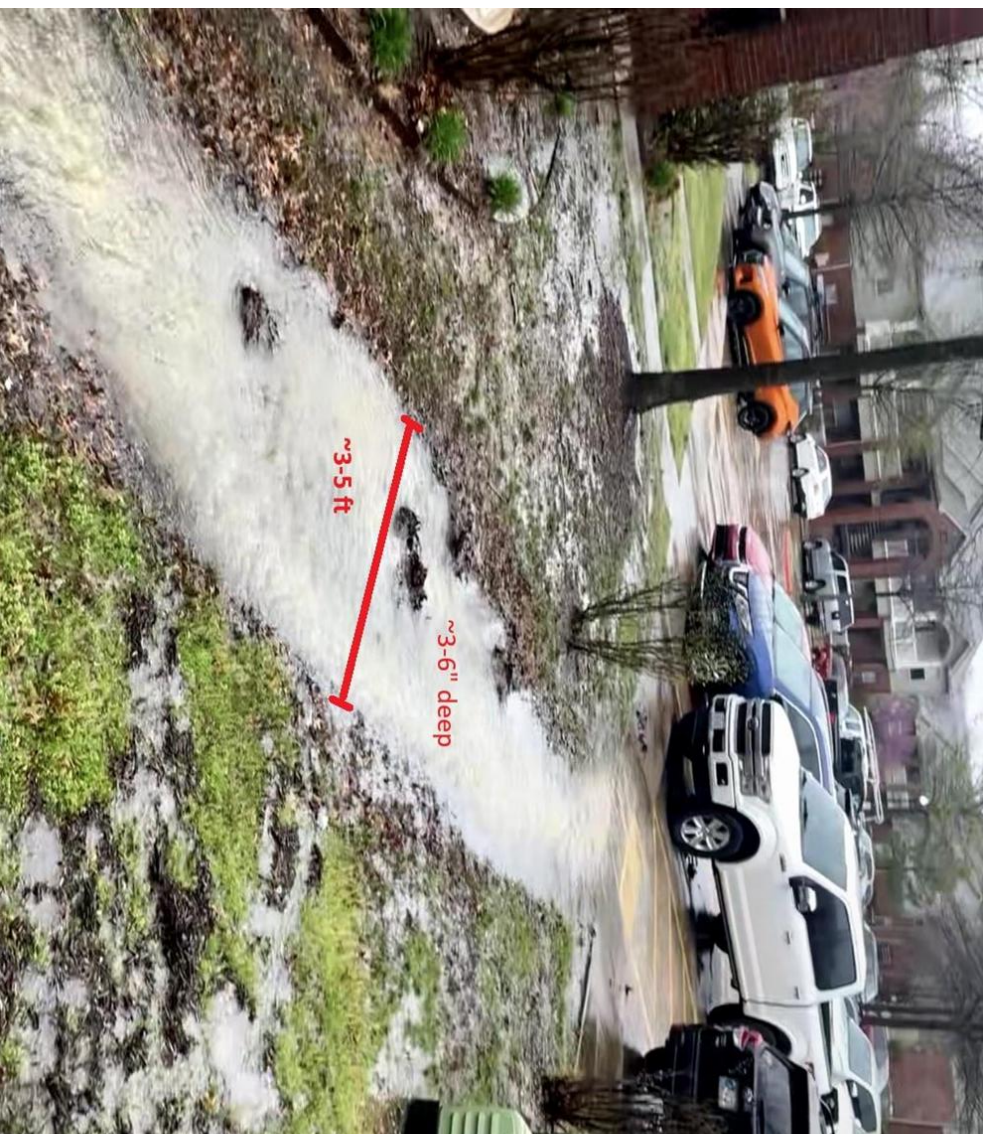
Molly Pace

(479) 441-0197





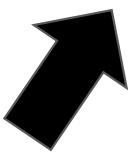
April 2025



↑ Erosion from
uphill runoff

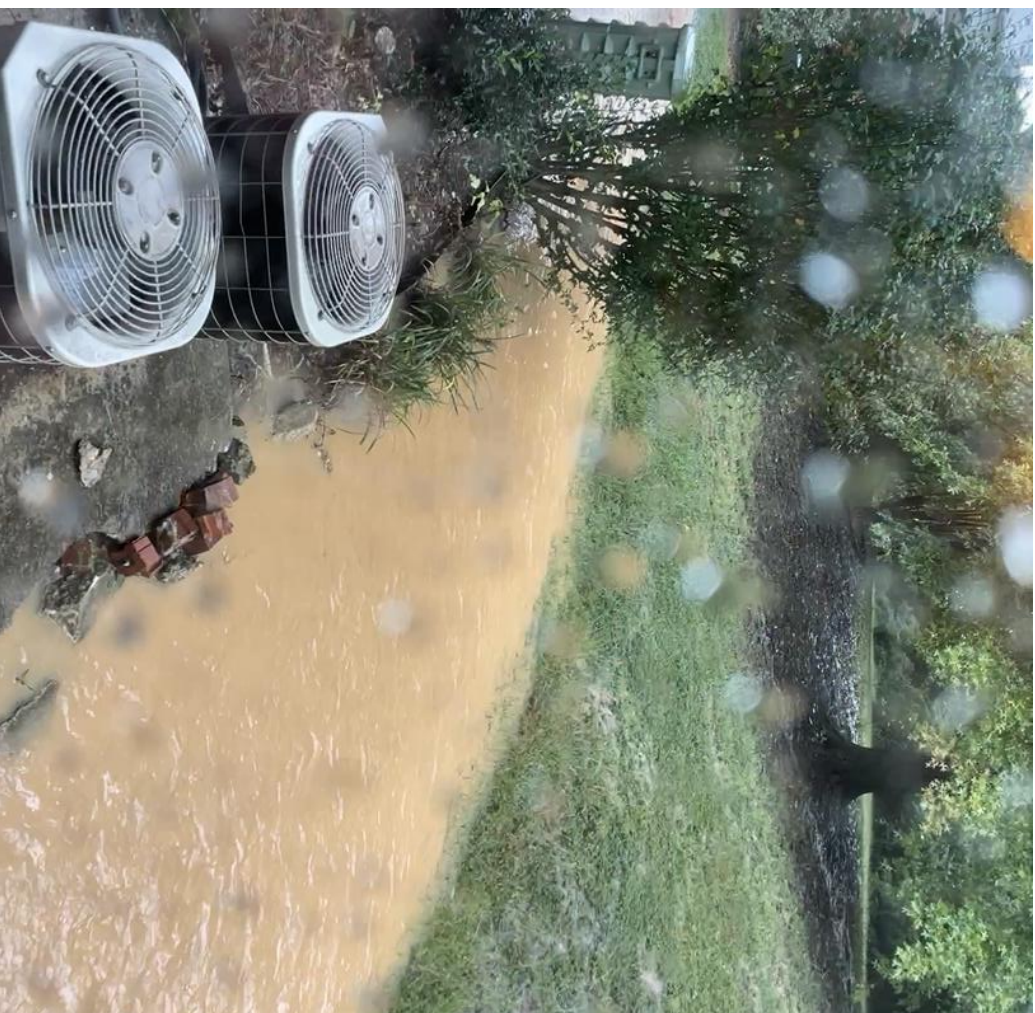
April 2025

Barnes
Family Trust
Property



My apartment

September 2025



December 2025



Sandbags
installed due to
runoff, potential for
flooding

Questions for the Commission

Has the Commission considered the potential impacts of future CS development when compared to future RSF-4 development, especially when considering runoff and erosion for residents south (downhill) of the parcel?

According to the measurement tool on the City's Land Records GIS map, the boundary of the property in question is only 30-50 feet from some impacted residents, including families with young children. Has the city considered these facts when considering a rezoning request?

In RZN-2025-058, it is mentioned that the developer may envision a future "transitional economic corridor" for local residents. Is it known what, specifically, the developer might envision building on this spot?



TO: Fayetteville Planning Commission

THRU: **Jessie Master, Planning Director**

FROM: Citlali Samano, Planner

MEETING DATE: December 08, 2025 **Updated PC results 12/09**

SUBJECT: **RZN-2025-0058: Rezoning (S FUTRALL DR & S ROOT AVE/BARNES FAMILY TRUST, 519):** Submitted by ECOLOGICAL DESIGN GROUP for property located at S FUTRALL DR & S ROOT AVE. The property is zoned RSF-4, RESIDENTIAL SINGLE-FAMILY, 4 UNITS PER ACRE, and contains approximately 9.02 acres. The request is to rezone the property to CS, COMMUNITY SERVICES.

RECOMMENDATION:

Staff recommends approval of **RZN-2025-0058**.

RECOMMENDED MOTION:

*"I move to forward **RZN-2025-0058** to City Council with a recommendation of approval."*

BACKGROUND:

The subject property is located approximately ½ miles south of Markham Hill Woods and just east of I-49. The overall property contains approximately 9.02 acres, the applicant requests to rezone the property to CS, Community Services. Currently, the site is undeveloped and has almost 100% tree canopy coverage, however the request is intended to establish a transition area that provides small-scale commercial service options in a corridor that currently lacks accessible commercial amenities between Martin Luther King Jr. Boulevard and N. Marinoni Drive. Portions of the property lie within the City's Sign Overlay District, and a small portion lies within the Hillside/Hilltop Overlay District. The property is not within a FEMA floodplain, floodway, nor within a Streamside Protection Zone. Surrounding land uses and zoning are depicted in *Table 1*.

Table 1:
Surrounding Land Uses and Zoning

Direction	Land Use	Zoning
North	Undeveloped	R-A, Residential Agriculture; RI-U, Residential-Intermediate, Urban;
South	Mixed-Family Residential	RMF-18, Residential Multi-Family, 18 Units Per Acre
East	Mixed-Family Residential	RSF-4, Residential Single-Family, 4 Units Per Acre; RMF-24, Residential Multi-Family, 24 Units Per Acre
West	Interstate (I-49)	RPZD, Residential-Planned Zoning District (across the interstate)

Request: The request is to rezone the property from RSF-4, Residential Single-Family, 4 Units Per Acre, to CS, Community Services.

Public Comment: Staff have received no public comments.

INFRASTRUCTURE AND ENVIRONMENTAL REVIEW:

Streets: The subject area has road frontage along South Futrall Drive and South Root Avenue. South Futrall Drive is a partially improved Neighborhood Link Street with asphalt paving with curb and gutter. South Root Avenue is a partially improved Residential Link Street with asphalt paving with curb and gutter. 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 not available to the Subject area, but there is a water main approximately 150 feet southeast of the property that runs adjacent to S. Root Ave. and W. Orlando Dr.

Sewer: Sanitary Sewer is not available to the Subject area, but there is a sewer main that runs adjacent to S. Futrall Dr. on the west side of the property.

Drainage: No portion of the property lies within a FEMA Floodplain, nor within a Streamside Protection zone. However, there is Hydric Soils partially present in the area. Hydric soil is 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 soil can be found across many areas of Fayetteville, including valleys, floodplains, and open prairies. It's important to identify these natural resources during development, so when these soils are identified on a property, further environmental studies will be required at the time of development. Before permits are issued for the property a statement/report from an environmental professional must be provided summarizing the existence of wetlands on the property. If this statement/report indicates that wetlands may be present on site, a USACE Determination of Jurisdictional Wetlands will be required at the time of development submittal. A portion of the property lies within the Hillside-Hilltop Overlay District. Additional restrictions will apply at the time of development. engineered footing designs will be required at the time of building permit submittal, as well as grading, erosion control and abbreviated tree preservation plans.

Fire: Fire apparatus access and fire protection water supplies will be reviewed for compliance with the Arkansas Fire Prevention Code at the time of development. Station 6, located at 900 S Hollywood Ave., protects this site. The property is located approximately 1 mile from the fire station with an anticipated drive time of approximately 3 minutes using existing streets. The anticipated response time would be approximately 5.2 minutes. Fire Department response time is calculated based on the drive time plus 1 minute for dispatch and 1.2 minutes for turn-out time. Within the City Limits, the Fayetteville Fire Department has a response time goal of 6 minutes for an engine and 8 minutes for a ladder truck.

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

Tree Preservation:

The proposed zoning districts, CS – Community Services requires a **20% minimum canopy preservation**. The current zoning districts, RSF-4, Residential Single-Family, 4 Units per Acre requires a **25% minimum canopy preservation**.

CITY PLAN 2040 FUTURE LAND USE PLAN: The City Plan 2040 Future Land Use Plan designates the property within the proposed rezone as **Residential Neighborhood and City Neighborhood**.

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

City 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 5-8 for this site with a weighted score of 12. The following elements of the matrix contribute to the score:

- Adequate Fire Response (Station 6, located at 900 S Hollywood Ave.)
- Near Sewer Main (21" gravity main adjacent to the property)
- Near Water Main (6" along W Orlando Dr)
- Near Public School (Ramay Junior High School)
- Near City Park (Centennial Park)
- Near Paved Trail (Shiloh Trail)
- Near Razorback Bus Stop (W Stone St & S Mobile Ln)
- Appropriate Future Land Use

FINDINGS OF THE STAFF

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

Finding: ***Land Use Compatibility:** Staff finds that the requested rezoning appears generally compatible with the surrounding area and existing land uses. The property has a history of rezoning requests in 2021: the initial request for a rezone to UT was denied due to incompatibility with form-based zoning and requirements for walkable elements. Conversely, a CS rezoning request was also made 6 months later. The second request was recommended for approval by staff and forwarded to City Council but was for reasons related to building form and walkability requirements. CS is more compatible due to lower intensity and building heights that align with surrounding uses. The applicant is continuing to rezone approximately 9.02 acres from RSF-4 to CS, which would enhance the availability of commercial services for the*

surrounding residential neighborhoods on the south and east sides of the property.

Given the current surrounding land use and the distance to non-residential services, there is increased flexibility to approve the current rezoning request. Staff notes that there are no concerns related to the environmental constraints of the site, nor does any portion of the property lie within the floodplain.

The subject area has does have street frontage along S. Futrall Dr. and S. Root Ave. and is a Partially improved Neighborhood Link Street with asphalt paving with curb and gutter. 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.

Overall, the request presents more opportunities than it does challenges, as discussed in previous rezoning requests. Staff recommends approval of this request.

Land Use Plan Analysis: Staff finds the proposed rezoning to be consistent with the goals in City Plan 2040 and the property's mixed future land use designation partially as a Residential Neighborhood area, and a City Neighborhood area. Given the future land use classification of these portions of the site, staff would recommend approval of the request to stay in line with that plan.

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 CS.

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 CS has the potential to increase traffic to this location and could be to an appreciable degree. There are no limiting factors as there is street frontage along S. Futrall Dr. and S. Root Ave. Further, the property is not within the floodplain.

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 property does not have access to water and sewer but can do so with any future developments. Any increase in density would have to be balanced with appropriate upsizing of those facilities to be borne by the developer.

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:

Finding: There is currently no readily available access to water or sewer for this property. However, there are available connections surrounding the property.

RECOMMENDATION: Planning staff recommends approval of RZN-2024-0058.

PLANNING COMMISSION ACTION: Required <u>YES</u>			
Date: <u>December 08, 2025</u>	☐ Tabled	☒ Forwarded with recommendation to rezone to NS-G	☐ Denied
Motion: Cabe			
Second: Castin			
Vote: 7-0-0			

BUDGET/STAFF IMPACT:

None

ATTACHMENTS:

- Project Maps
 - One Mile Map
 - Close-Up Map
 - Current Land Use Map
 - Future Land Use Map
 - Unified Development Code
 - §161.07 District RSF-4, Residential Single-Family, 4 Units per Acre
 - §161.22 District CS, Community Services
 - Applicant Exhibits
 - Request Letter
- Public Comment - Presentation
-

161.07 - District RSF-4, Residential Single-Family - Four (4) Units Per Acre (modified)

(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
Unit per acre	4 or less

(D) *Bulk and Area Regulations.*

	Single-Family Dwellings
Lot minimum width	70 feet
Lot area minimum	8,000 square feet
Land area per dwelling unit	8,000 square feet
Hillside Overlay District Lot minimum width	60 feet
Hillside Overlay District Lot area minimum	8,000 square feet
Land area per dwelling unit	8,000 square feet

(E) *Setback Requirements.*

Front	Side	Rear
15 feet	5 feet	15 feet

(F) *Building Height Regulations.*

Building Height Maximum	3 stories
-------------------------	-----------

(G) *Building Area.*

On any lot the area occupied by all buildings shall not exceed 40% of the total area of such lot. Accessory ground mounted solar energy systems shall not be considered buildings.

(Code 1991, §160.031; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99; Ord. No. 4858, 4-18-06; Ord. No. 5028, 6-19-07; Ord. No. 5128, 4-15-08; Ord. No. 5224, 3-3-09; Ord. No. 5312, 4-20-10; Ord. No. 5462, 12-6-11; Ord. No. 5921, §1, 11-1-16; Ord. No. 5945, §8, 1-17-17; Ord. No. 6015, §1(Exh. A), 11-21-17; [Ord. No. 6245](#), §2, 10-15-19; [Ord. No. 6427](#), §§1(Exh. C), 2, 4-20-21)

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161.22 - Community Services (modified)

(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
-------------------------	-----------

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

(Ord. No. 5312, 4-20-10; Ord. No. 5339, 8-3-10; Ord. No. 5462, 12-6-11; Ord. No. 5592, 6-18-13; Ord. No. 5664, 2-18-14; Ord. No. 5735, 1-20-15; Ord. No. 5800, §1(Exh. A), 10-6-15; Ord. No. 5921, §1, 11-1-16; Ord. No. 5945,

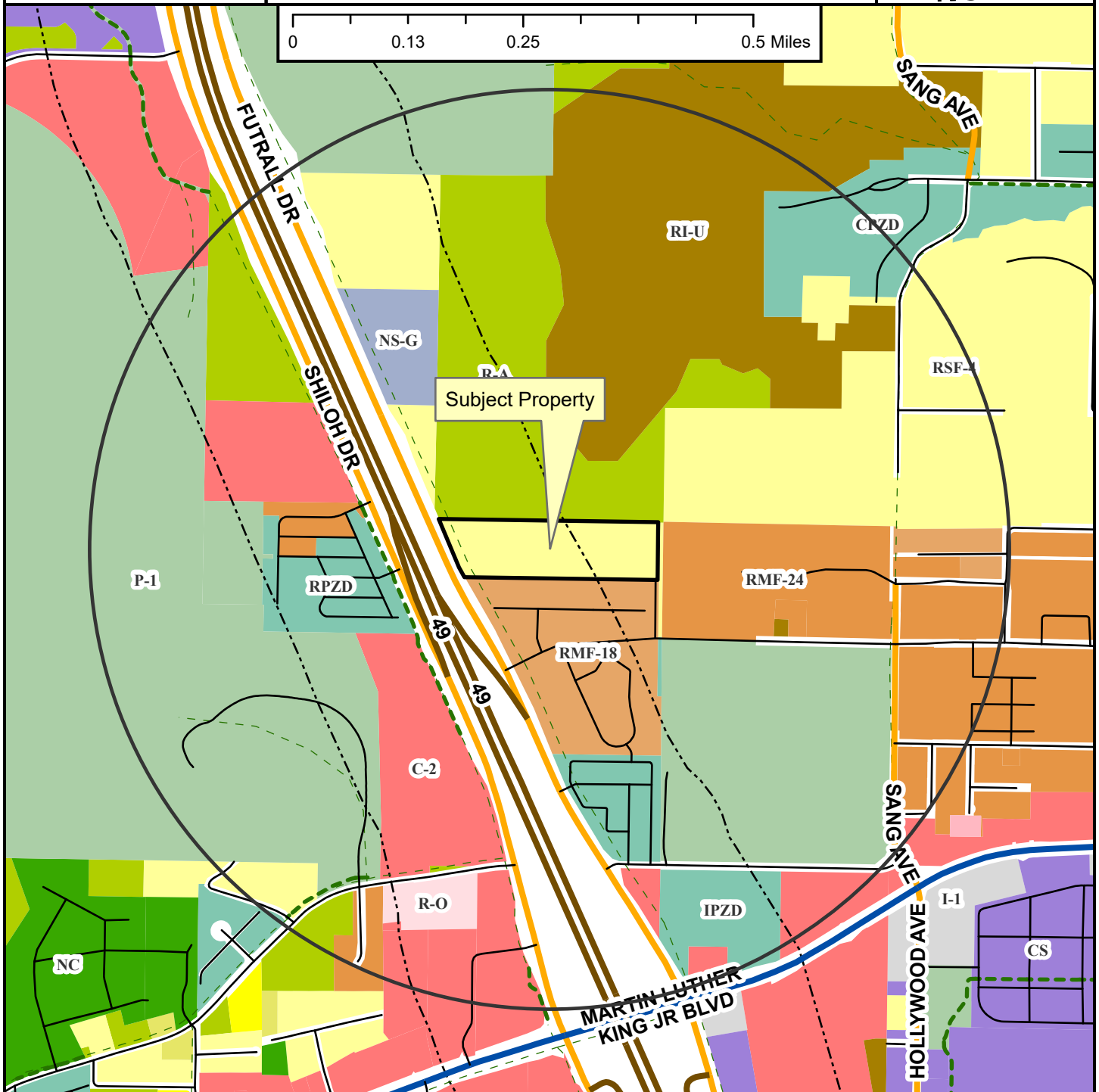
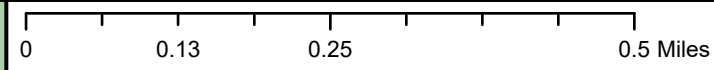
§§5, 7—9, 1-17-17; Ord. No. 6015, §1(Exh. A), 11-21-17; Ord. No. 6223, §1, 9-3-19; Ord. No. 6409 §1, 2-2-21; Ord. No. 6427, §§1(Exh. C), 2, 4-20-21; Ord. No. 6497, §1, 10-19-21; Ord. No. 6879, §2, 5-20-25)

Editor's note— 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.

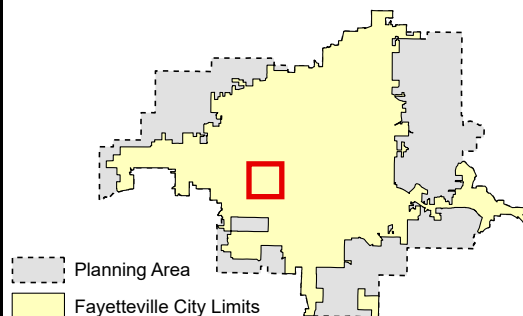
RZN-2025-0058

One Mile View

S. FUTRALL DR & S. ROOT AVE



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

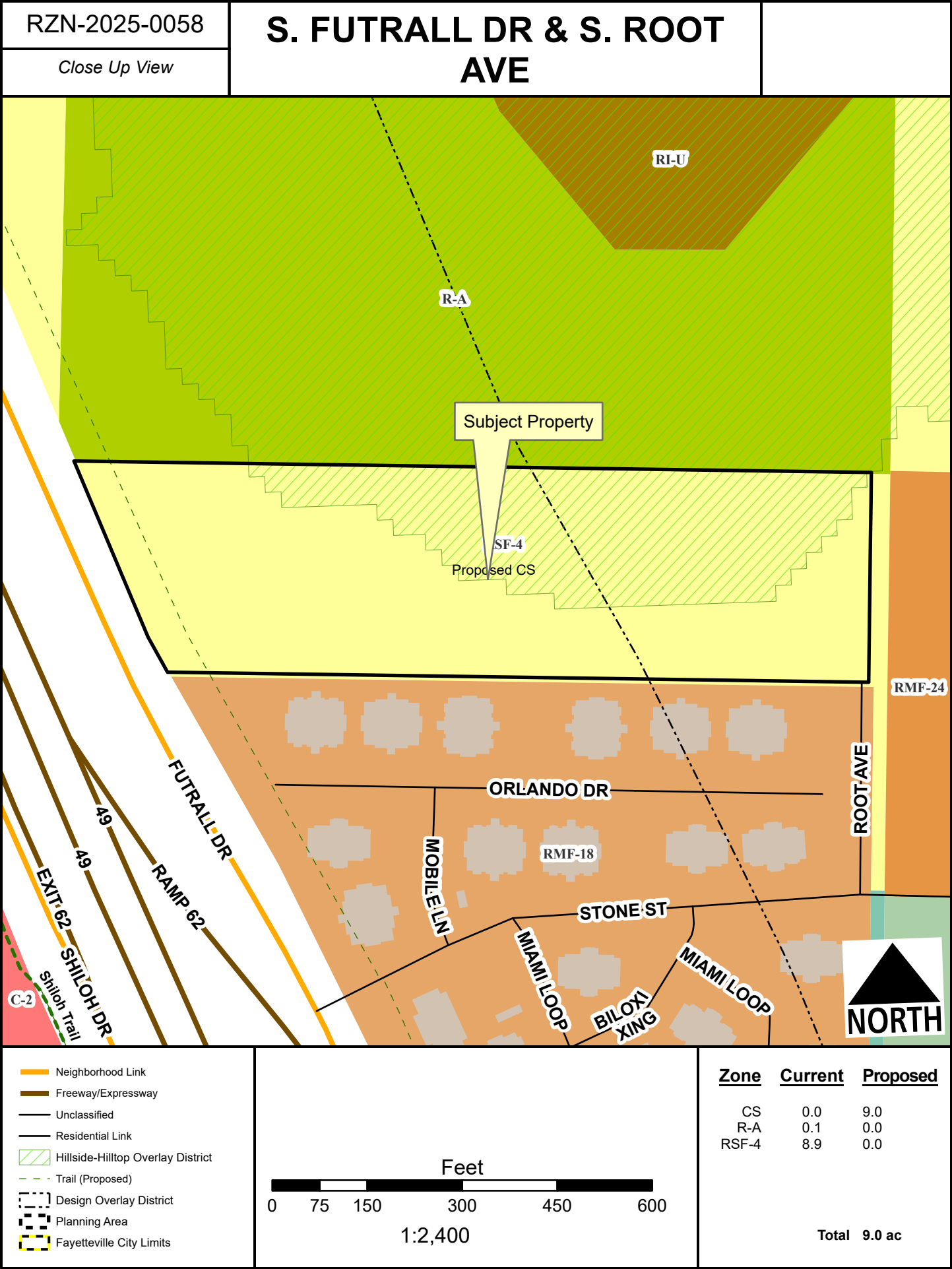


Planning Commission

December 8, 2025

RZN-2025-0058 (BARNES FAMILY TRUST)

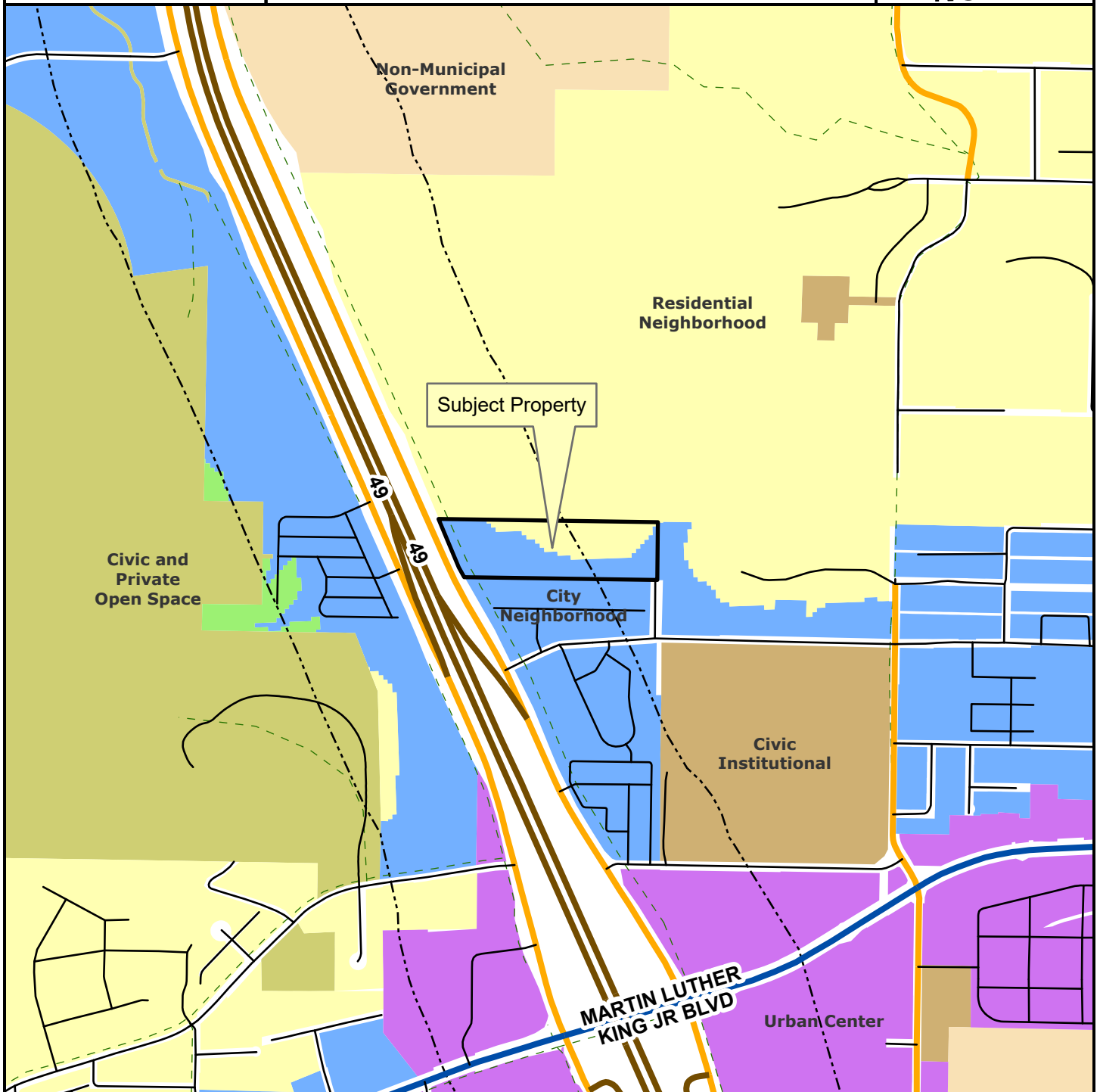
Page 6 of 14



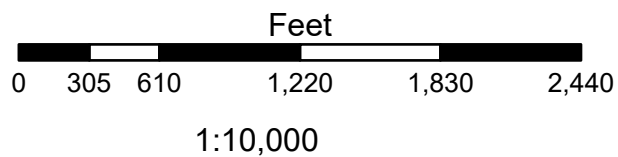
RZN-2025-0058

Future Land Use

S. FUTRALL DR & S. ROOT AVE



- Neighborhood Link
- Regional Link - High Activity
- Freeway/Expressway
- 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

RZN-2025-0058

S. FUTRALL DR & S. ROOT AVE

Current Land Use



- Neighborhood Link
- Freeway/Expressway
- Unclassified
- Residential Link
- Trail (Proposed)
- 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

Date: 10/28/2025

Project: Futrall - Rezoning

Parcel Number: 765-14618-000

EDG Project No: #25-062

RE: Rezoning Request

To whom it may concern:

Ecological Design Group, on behalf of the Barnes Family Trust, requests the rezoning of parcel #765-14618-000, from RSF-4 (Residential Single Family, four units per acre) to C-S (Community Services).

The property is currently zoned RSF-4 and is bordered by RSF-18 and RMF-24 zones to the south and east, R-A to the north, and South Futrall Drive and Interstate 49 to the west. The proposed C-S zoning would allow for a mix of commercial and residential uses, aligning with the surrounding medium-high density residential zones and complementing the existing commercial zoning across I-49 to the northwest and southwest.

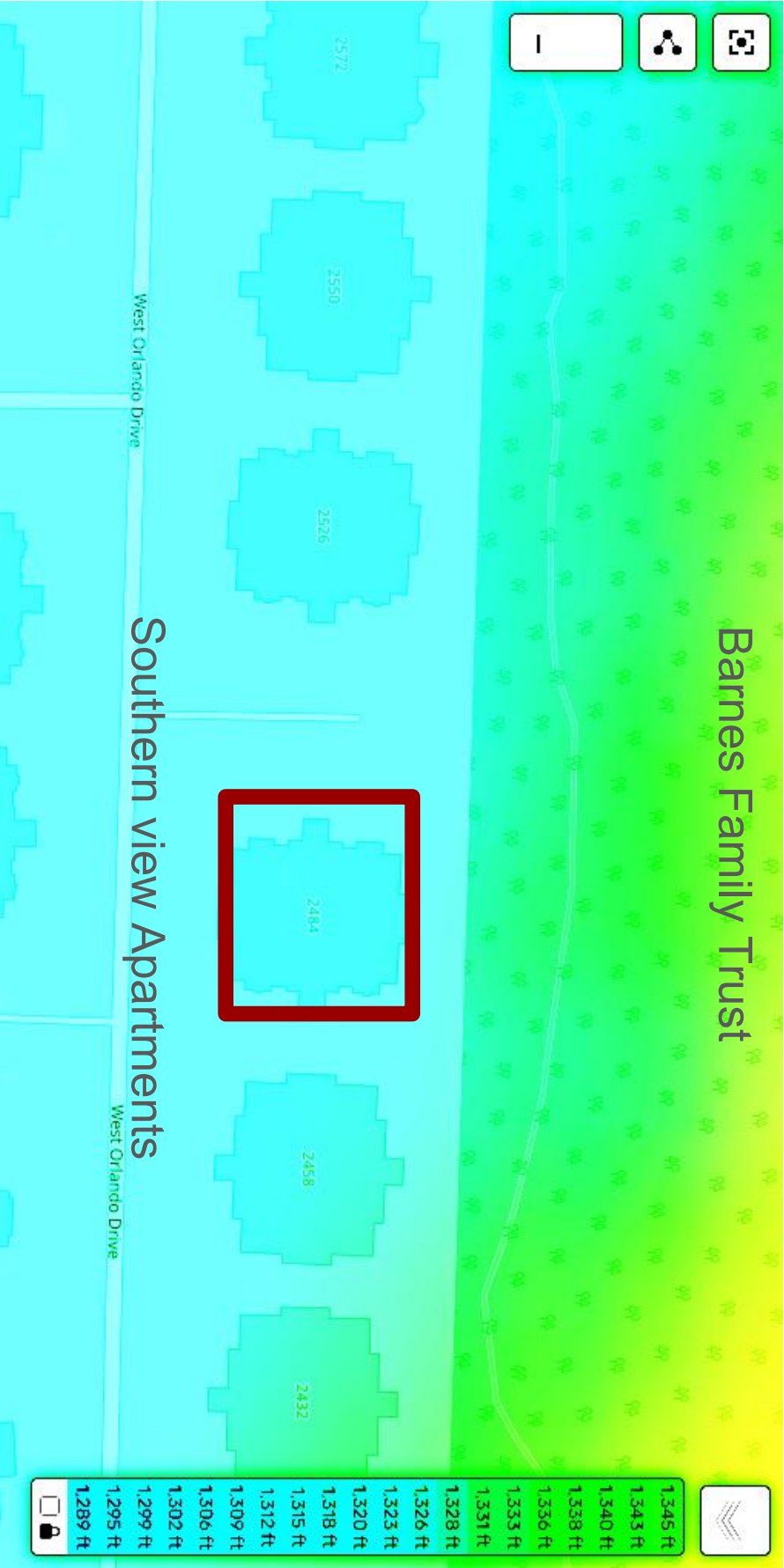
The proposed C-S zoning is compatible with surrounding land uses and therefore is not expected to negatively impact neighboring properties. Instead, it would enable the property to serve nearby residential areas with commercial services, while also supporting residential development consistent with adjacent zoning.

Sincerely,

A handwritten signature in cursive script that reads "Molly Pace".

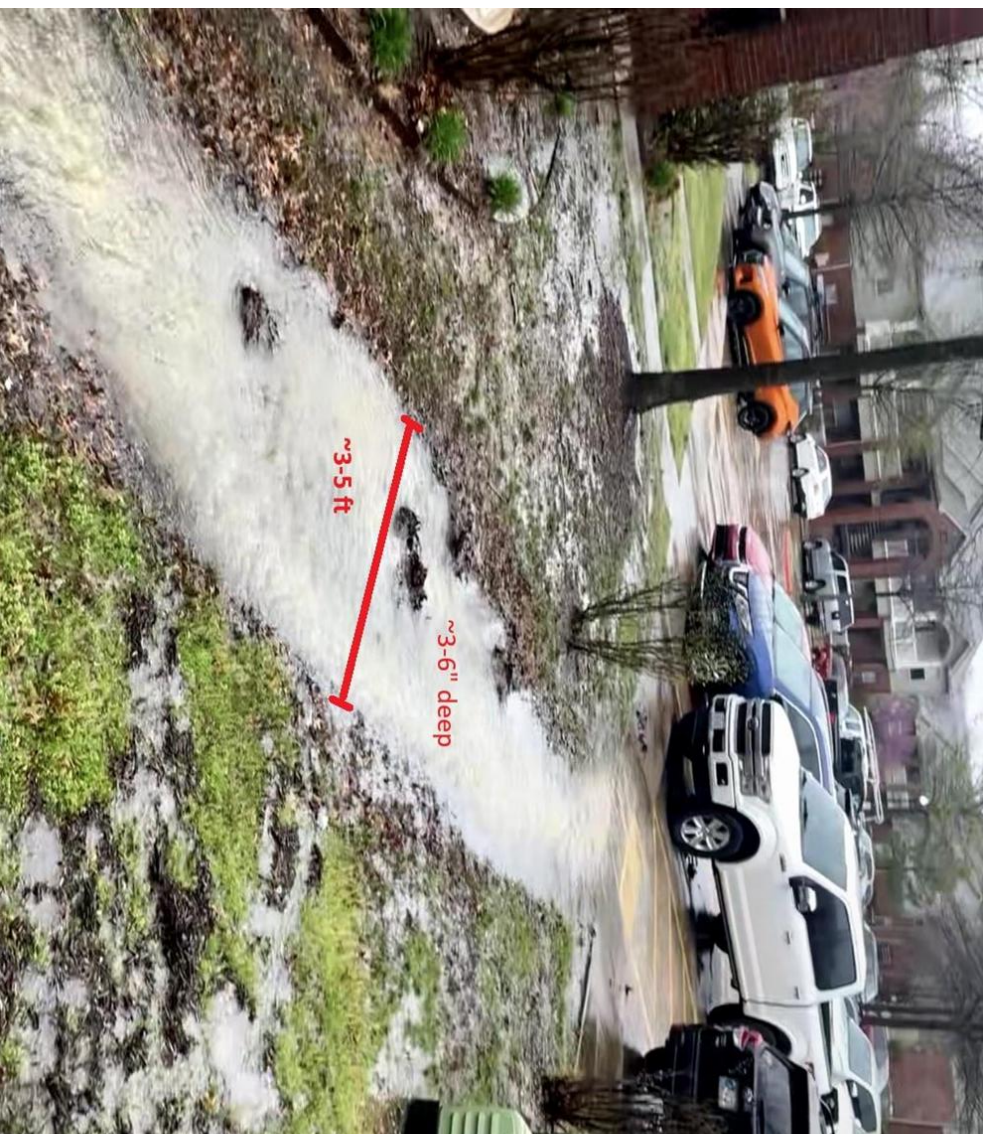
Molly Pace

(479) 441-0197





April 2025



↑ Erosion from
uphill runoff

Questions for the Commission

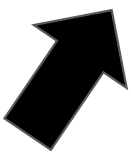
Has the Commission considered the potential impacts of future CS development when compared to future RSF-4 development, especially when considering runoff and erosion for residents south (downhill) of the parcel?

According to the measurement tool on the City's Land Records GIS map, the boundary of the property in question is only 30-50 feet from some impacted residents, including families with young children. Has the city considered these facts when considering a rezoning request?

In RZN-2025-058, it is mentioned that the developer may envision a future "transitional economic corridor" for local residents. Is it known what, specifically, the developer might envision building on this spot?

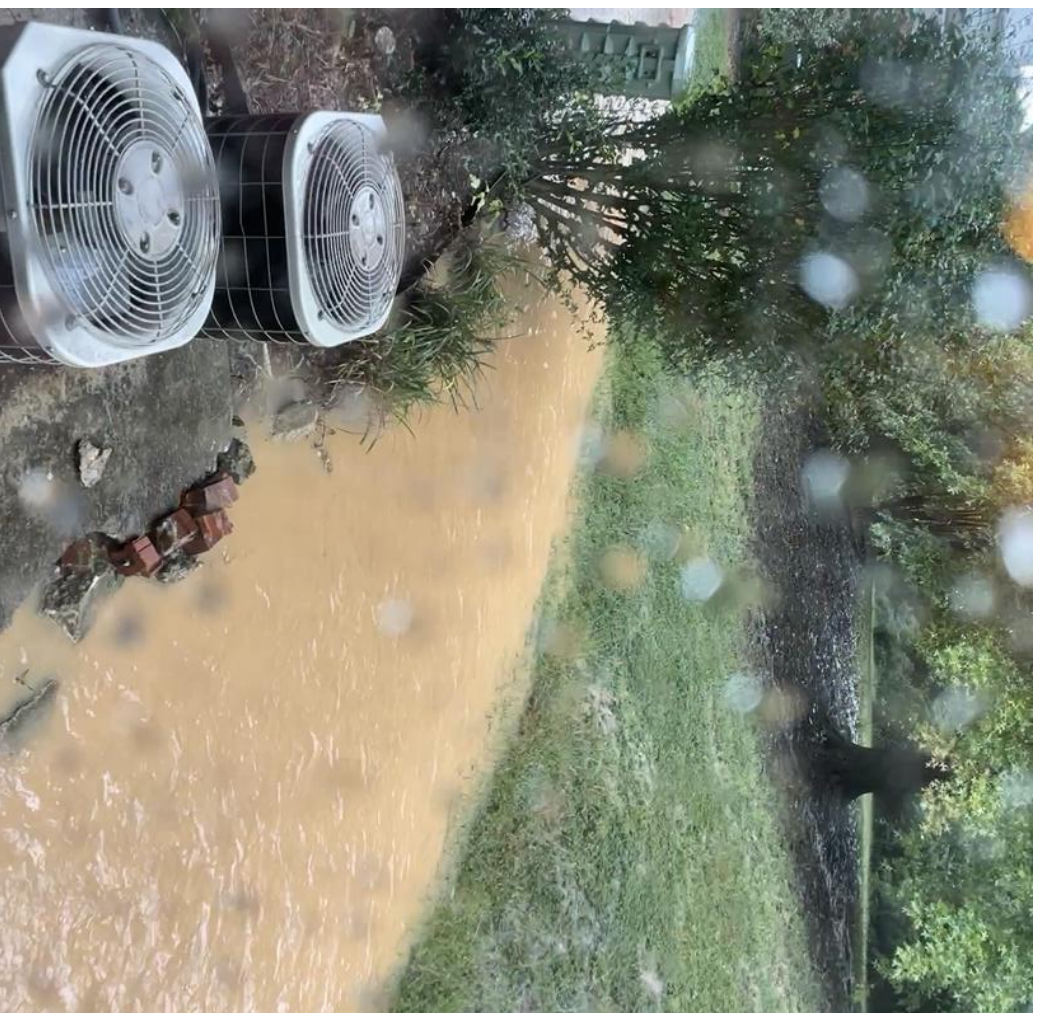
April 2025

Barnes
Family Trust
Property



My apartment

September 2025



December 2025



Sandbags
installed due to
runoff, potential for
flooding

Additional Information Received

Date Received: MM/DD/YYYY	01/13/2026
Time: 00:00 (AM/PM)	4:46 PM
From: Name & Title	Jonathan Curth, Development Services Director
To: Name & Title	City Council
Agenda Meeting Date: MM/DD/YYYY	01/20/2026
Civic Clerk Number: Ex. 2025-994	2025-2623
Forwarded to City Attorney's Office and Department Head	N/A

Legend

● Found ½" Rebar (unless noted)	— Sanitary Sewer Line
⊗ Found Stone with Chiseled "X"	Water Line
◇ Found Right of Way Monument	Overhead Power Line
○ Set ½" Rebar (capped #1737)	Gas Line
Δ Calculated Point	Fence Line
+ ^{RP} Power Pole	Right of Way Line
J Guy Wire	Storm Pipe
Ⓢ Storm Drain Manhole	
Ⓕ Fiber Optic Sign	
H ^W Water Valve	
H ^P Fire Hydrant	
M Water Meter	
⑦ Sanitary Sewer Manhole	

OPTIONAL TABLE 'A' ITEMS		
ITEM NO.	REQUIREMENT	RESPONSE
1	Monuments placed (or a reference notation or witness to the same) at all major corners of the boundary of the surveyed property, unless already marked or referenced by existing monuments or witnesses in close proximity to the corner.	All set & found monuments shown on plat
2	Address(es) of the surveyed property if disclosed in documents provided to or obtained by the surveyor, or observed while conducting the fieldwork.	Futral Drive Fayetteville, Arkansas
3	Flood zone classification (with proper annotation based on Federal Flood Insurance Rate Maps or the state or local equivalent) depicted by scaled map location and graphic plotting only.	Zone X (see flood note)
4	Gross land area (and other areas if specified by the client).	9.02± Acres
5	Vertical relief with the source of information (e.g., ground survey, aerial map), contour interval, datum, with originating benchmark, when appropriate.	Ground survey elevations with 1' interval contours - NAVD 88
6(a)	If the current zoning classification, setback requirements, the height and foot space area restrictions, and parking requirements specific to the surveyed property are set forth in a zoning report or letter provided to the surveyor by the client or the client's designated representative, list the above items on the plat or map and identify the date and source of the report or letter.	See Zoning Information Note
8	Substantial features observed in the process of conducting the fieldwork (in addition to the improvements and features required pursuant to Section 5 above) (e.g., parking lots, billboards, signs, swimming pools, landscaped areas, substantial areas of refuge).	Shown on plat
11(b)	Evidence of underground utilities existing on or serving the surveyed property as determined by: markings coordinated by the surveyor pursuant to a private utility located request	Shown on plat based on field locations.
13	Names of adjoining owners according to current tax records. If more than one owner, identify the last owner's name listed in the tax records followed by "et al."	Shown on plat

[illegible]

Surveyor's Certificate

To: Fortis Development Company, LLC, Barnes Family Trust, Waco Title Company and Stewart Title Guaranty Company
Company:

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minnesota Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes items 1, 2, 3, 4, 5, 6(a), 8, 11(b) and 13 of Table A thereof. The field work was completed on April 17th, 2025.

Dated: 4-25-2025 _____ Adam Whitlow PS #1737: 

Property Description

FURNISHED (Title Commitment #2502791-106 by Stewart Title Guaranty Company):

North Half of the South Half of the Northeast Quarter of the Southeast Quarter in Section Eighteen (18), Township Sixteen (16) North, Range Thirty (30) West, Washington County, Arkansas containing ten (10) acres, more or less. Less and except a strip thirty (30) feet wide of the East side of above tract for road; also except two (2) tracts bearing by Highway I-540 as set out in Order of Possessions filed in/as Judgment 74-933 in CV79-1278 and filed in/as Judgment 67-73 in CV80-06.

North Half of the South Half of the Northeast Quarter of the Southeast Quarter in Section Eighteen (18), Township Sixteen (16) North, Range Thirty (30) West, Washington County, Arkansas containing ten (10) acres, more or less. Less and except a strip thirty (30) feet wide off the East side of above tract for road; also except two (2) tracts taken by Highway I-540 as set out in Order of Possessions filed in its Judgement 74-933 in CV79-1278 and filed in its Judgement 67-73 in CV80-06.

ALSO LESS AND EXCEPT: Part of the Northeast Quarter of the Southeast Quarter of Section 18, Township 16 North, Range 30 West, Washington County, Arkansas, more particularly described as follows: Starting at the Southwest Corner of the Northeast Quarter of the Southeast Quarter of Section 18, thence North 88°23' West along the West line thence a distance of 330.2 feet to the POINT OF BEGINNING; thence continue North 1°23' West along said West line a distance of 236.5 feet to a point on the Northeastly proposed right of way of the Fayetteville Loop, thence South 24°43' East along said proposed right of way line a distance of 28.3 feet to a point; thence South 32°25' East along said proposed right of way line a distance of 246.3 feet to a point; thence South 88°54' West a distance of 138.1 feet to the POINT OF BEGINNING and containing 0.36 acres, more or less.

ALSO LESS AND EXCEPT: Part of the Northeast Quarter of the Southeast Quarter of Section 18, Township 16 North, Range 30 West, Washington County, Arkansas, more particularly described as follows: Starting at the Southwest Corner of the Northeast Quarter of the Southeast Quarter of Section 18, thence North 1°23' West along the West line thereof a distance of 330.2 feet to the POINT OF BEGINNING, thence continue North 1°23' West along said West line a distance of 236.5 feet to a point on the Northeastly projected right of way line of the Fayetteville Line; thence South 24°43' East along said projected right of way line a distance of 28.3 feet to a point; thence South 32°25' East along said projected right of way line a distance of 246.3 feet to a point; thence South 88°54' West a distance of 138.1 feet to the POINT OF BEGINNING and containing 0.36 acres, more or less.

AS SURVEYED DESCRIPTION:

AS SURVEYED DESCRIPTION:

A part of the N $\frac{1}{2}$ of the S $\frac{1}{2}$ of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 18, T-16-N, R-30-W, Washington County, Arkansas, being more particularly described as follows: Commencing at a found stone for the Northeast Corner of the NE $\frac{1}{4}$, S $\frac{1}{2}$, T4; thence S02°48'01"W along the East line of said NE $\frac{1}{4}$, S $\frac{1}{2}$, T4 a distance of 666.58 feet to a found stone for the Northwest Corner of the N $\frac{1}{2}$, S $\frac{1}{2}$, NE $\frac{1}{4}$; thence S02°48'01"W along the East line of said N $\frac{1}{2}$, S $\frac{1}{2}$, NE $\frac{1}{4}$ a distance of 301.40 feet to a found right of way monument at the intersection of said right of way line and the North line of the N $\frac{1}{2}$, S $\frac{1}{2}$, NE $\frac{1}{4}$; thence S87°10'29"E along said North line a distance of 1259.13 feet to the point of beginning, containing 9.02 Acres, more or less, as shown on survey by PS #1737. Subject to all existing easements for roads or other purposes.

General Notes

I certify that this plat represents a survey in April, 2025, by me or under my supervision from existing monuments and plats in the area, meets applicable Relative Positional Accuracy Standards, and is true and correct based on existing monuments at the time of completion.

1. *NOTES:*
2. *This survey is a re-tracement of a parcel listed in Deed 2002028098.*
3. *This survey and certification is the property of the surveyor and is intended for the use and benefit of the surveyor and the clients listed.*
4. *The certification of this survey expires ninety days from the date of the surveyor's signature for the purpose of new or revised financing.*
5. *All iron pins set are 1/2" Rebar, unless noted otherwise.*
6. *Only copies with surveyor's signature in blue ink are valid copies.*
7. *This research completed for this survey includes the description furnished by clients (Book 2002028098), and previous surveys by PS #1507.*
8. *Surveyor has made no investigation or independent search for easements of record, Encumbrances, restrictive covenants, ownership, title evidence, or any other facts that an Accurate and current title search may disclose.*
9. *The subject property has direct access to Futrell Drive and South Root Avenue, publicly dedicated and maintained right of ways.*

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2. This survey and certification is the property of the surveyor and is intended for the use and benefit of the surveyor and the clients listed.
3. The certification of this survey expires ninety days from the date of the surveyor's signature for the purpose of new or revised financing.
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7. Surveyor has made no investigation or independent search for easements of record, encumbrances, restrictive covenants, easements, title evidence, or any other facts that an Accurate and current title search may disclose.
8. The subject property has direct access to Fullall Drive and South Root Avenue, publicly dedicated and maintained right of ways.

<u>SITE BENCHMARKS</u>	
TBM #1	
Sewer Manhole North Ring	
Northing:	636127.01
Easting:	662823.75
Elevation:	1292.94'
TBM #2	
Mag Nail in Curb	
Northing:	635997.96
Easting:	663917.48
Elevation:	1314.91'

	TBM #1
	Sewer Manhole North Ring
ed.	Northing: 636127.01
are	Easting: 662823.75
	Elevation: 1292.94'
023	TBM #2
	Mag Nail in Curb
	Northing: 635997.96
	Easting: 663917.48
nd	Elevation: 1314.91'

023	TBM #2
	Mag Nail in Curb
	Northing: 635997.96
	Easting: 663917.48
	Elevation: 1314.91'

ZONING INFORMATION:

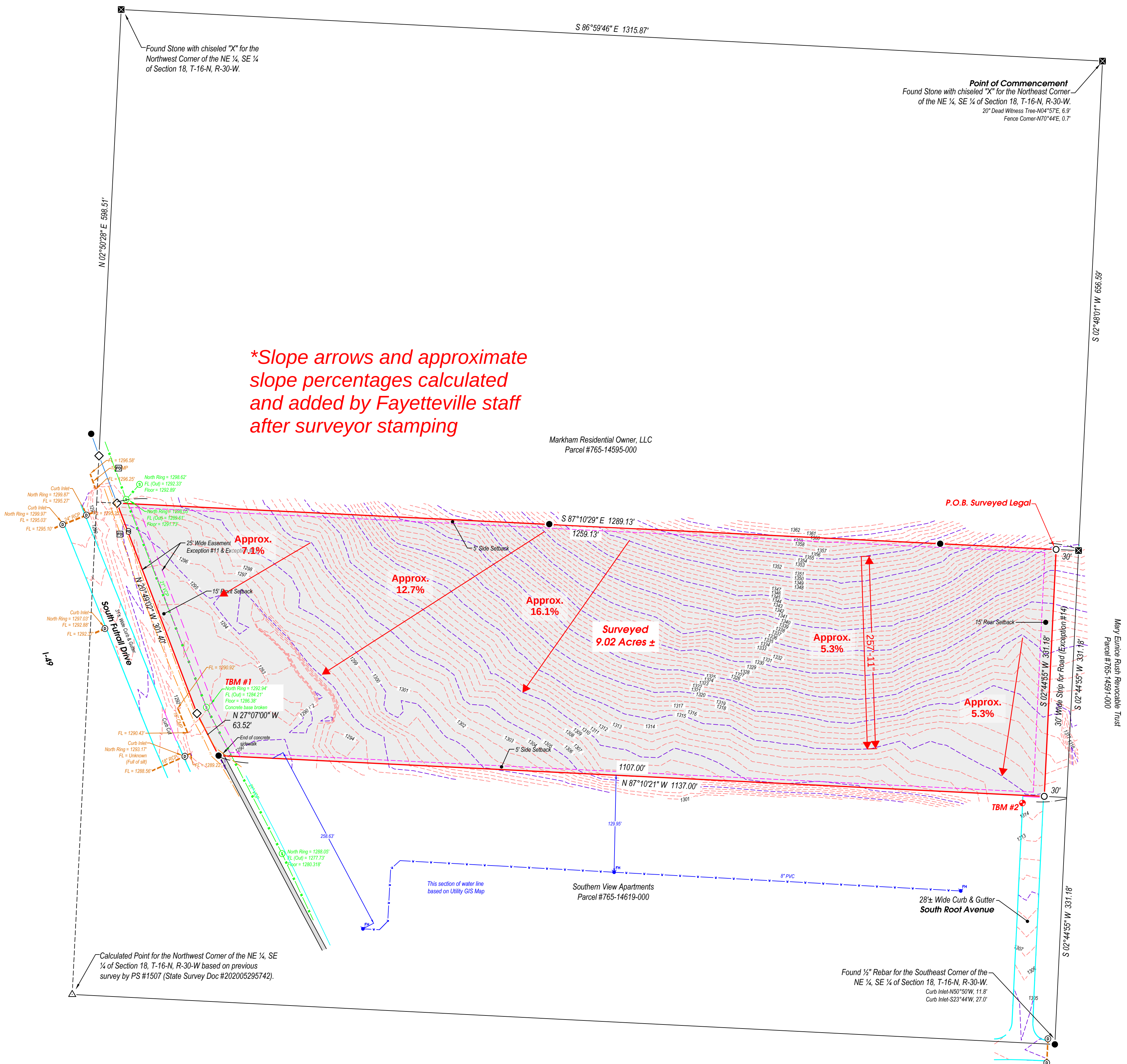
BASED ON INFORMATION PROVIDED BY THE CITY OF
FAYETTEVILLE THE SUBJECT PROPERTY LIES IN ZONE RSF-4.

of, SETBACKS
FRONT = 15'
SIDE = 5'
REAR = 15'

BUILDING HEIGHT MAXIMUM = 3 STORIES

FLOOD CERTIFICATION NOTE:

BASED UPON REVIEW OF THE NATIONAL FLOOD INSURANCE PROGRAM (NFIP), FLOOD INSURANCE RATE MAP (FIRM); PANEL 05143C 0215G, EFFECTIVE JANUARY 25, 2024, THIS PROPERTY LIES WITHIN ZONE X.



SCHEDULE B EXCEPTIONS
Referenced in Title Commitment 2502791-106 with an effective date of March
7th, 2025, issued by Stewart Title Guaranty Company.

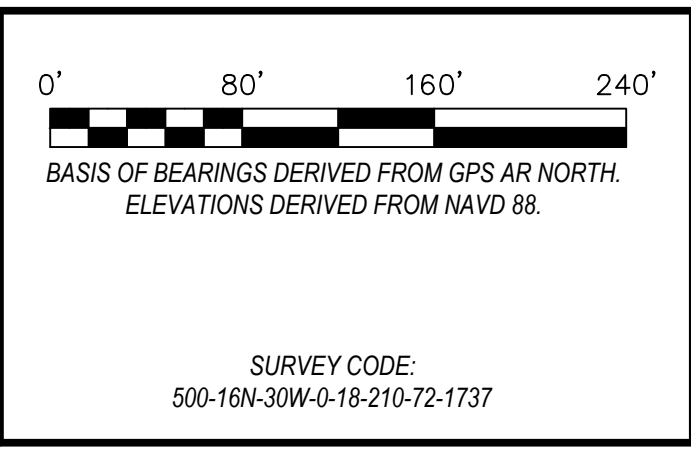
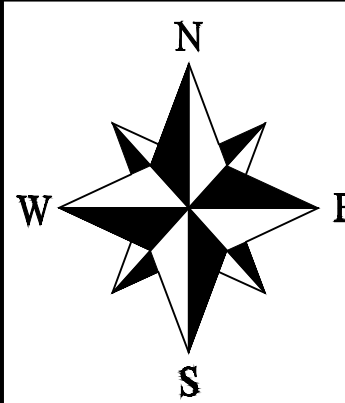
1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met. - **NOT A SURVEY MATTER**
General and special taxes for the year 2025 and subsequent years which are not yet due and payable. Taxes for the year 2023 and prior years are paid. - **NOT A SURVEY MATTER**
2. Encroachments, violations, variances, overlaps, boundary line disputes, and any matters which would be disclosed by an accurate survey and inspection of the premises. - **AS SHOWN ON SURVEY**
Easements, or claims of easements, not shown by the Public Records of which would be disclosed by an accurate survey and inspection of the premises. - **AS SHOWN ON SURVEY**
3. Rights of claims of parties in possession not shown by the Public Records. - **NOT PLOT-ABLE**
4. Rights of tenants in possession under unrecorded leases solely as tenants and solely with respect to space occupied by each such tenant, (together with non-exclusive rights in common with other tenants in areas used by all tenants). - **NOT A SURVEY MATTER**
5. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records. - **NOT A SURVEY MATTER**
6. Taxes or special assessments, if any, which are not shown as existing liens by the Public Records. - **NOT A SURVEY MATTER**
7. Loss arising from security interest evidenced by Financing Statements and Liens filed as of the effective date thereof, under the Arkansas Uniform Commercial Code in the State of Arkansas. - **NOT A SURVEY MATTER**
8. Loss arising from and/or resulting from oil, gas and/or all other minerals, conveyed, retained, leased, assigned or any other activity concerning the sub-surface rights or ownership, including but not limited to the right of ingress and egress for said sub-surface purposes. - **NOT A SURVEY MATTER**
9. Easement in favor of City of Fayetteville, Arkansas, dated February 12, 1981, and filed for record February 13, 1981 in as Record Book 1036 and Page 94 among the land records of Washington County, AR. - **AS SHOWN ON SURVEY**
10. Right of Way Grant in favor of City of Fayetteville, Arkansas, dated September 22, 1979, and filed for record September 20, 1979 in as Record Book 1000 at Page 674 among the land records of Washington County, AR. - **AS SHOWN ON SURVEY**
11. Subject to access restrictions set out in Warranty Deed in favor of Arkansas State Highway Commission, dated June 19, 1967, and filed for record June 19, 1967 in as Record Book 708 at Page 291 among the land records of Washington County, AR. - **DOES NOT EFFECT SUBJECT PROPERTY**
12. Subject to reservations in Warranty Deed in favor of Howard Barnes, dated February 29, 1940, and filed for record March 31, 1945 in as Record Book 345 at Page 334 among the land records of Washington County, AR. - **AS SHOWN ON SURVEY**
13. Rights of Public and others to use that portion of subject property, if any, lying within the roadway on S Futral Road on West & I-540 (now Interstate 49) on West side of subject property. - **AS SHOWN ON SURVEY**

SCHEDULE B EXCEPTIONS
Referenced in Title Commitment 2502791-106 with an effective date of March
7th, 2025, issued by Stewart Title Guaranty Company.

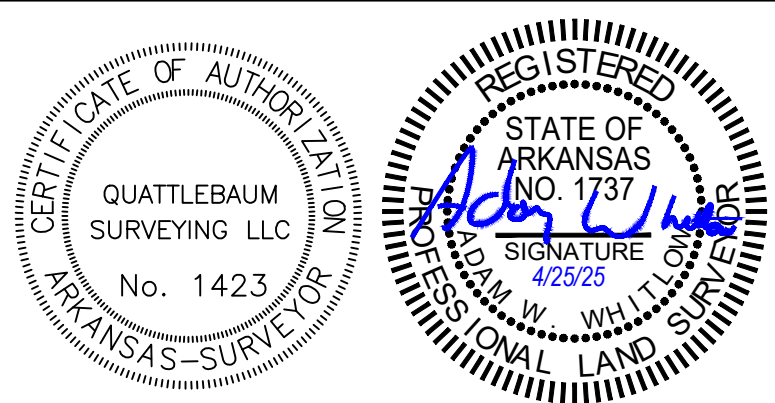
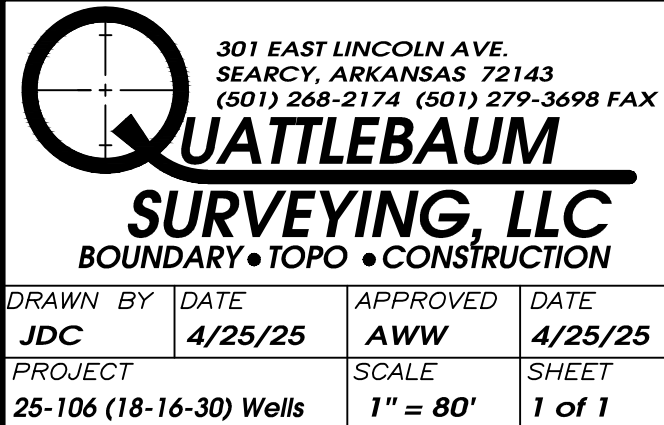
1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met. - **NOT A SURVEY MATTER**
2. General and special taxes for the year 2025 and subsequent years which are not yet due and payable. Taxes for the year 2023 and prior years are paid. - **NOT A SURVEY MATTER**
3. Encroachments, violations, variations, overlaps, boundary line disputes, and any matters which would be disclosed by an accurate survey and inspection of the premises. - **AS SHOWN ON SURVEY**
4. Easements, or claims of easements, not shown by the Public Records of which would be disclosed by an accurate survey and inspection of the premises. - **AS SHOWN ON SURVEY**
5. Rights or claims of persons in possession not shown by the Public Records. - **NOT PLOT-ABLE**
6. Rights of tenants in possession under unrecorded leases solely as tenants and solely with respect to space occupied by each such tenant, (together with non-exclusive rights in common with other tenants in areas used by all tenants). - **NOT A SURVEY MATTER**
7. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records. - **NOT A SURVEY MATTER**
8. Taxes or special assessments, if any, which are not shown as existing liens by the Public Records. - **NOT A SURVEY MATTER**
9. Loss arising from security interest evidenced by Financing Statements and Liens filed as of the effective date thereof, under the Arkansas Uniform Commercial Code in the State of Arkansas. - **NOT A SURVEY MATTER**
10. Loss arising from and/or resulting from oil, gas and/or all other minerals, conveyed, related, leased, assigned or any other activity concerning the sub-surface rights or ownership, including but not limited to the right of ingress and egress for said sub-surface purposes. - **NOT A SURVEY MATTER**
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15. Rights of Public and others to use that portion of subject property, if any, lying within the roadway on S Futrell Road on West I-540 (now Interstate 49) on West side of subject property. - **AS SHOWN ON SURVEY**

BUILDING HEIGHT MAXIMUM = 3 STORIES

MAP (FIRM); PANEL 05143C 0215G, EFFECTIVE JANUARY 25, 2024, THIS PROPERTY LIES WITHIN ZONE X.



***ALTA/NSPS LAND TITLE
SURVEY***

[illegible]



MEETING OF JANUARY 20, 2026

TO: Mayor Rawn and City Council

THROUGH: Keith Macedo, Chief of Staff
Jonathan Curth, Development Services Director
Jessica Masters, Planning Director

FROM: Citlali Samano, Planner

SUBJECT: **RZN-2025-0059: Rezoning (S FUTRALL DR/BARNES FAMILY TRUST). Submitted by ECOLOGICAL DESIGN GROUP for property located at S FUTRALL DR. The property is zoned RSF-4, RESIDENTIAL SINGLE-FAMILY, UNITS PER ACRE, and contains approximately 1.37 acres. The request is to rezone the property to NS-G, NEIGHBORHOOD SERVICES - GENERAL.**

RECOMMENDATION:

City Planning staff and the Planning Commission recommend approval of a request to rezone the subject property to NS-G, Neighborhood Services - General.

While originally requesting CS, Community Services, the applicant agreed to a forwarding of a request of NS-G during the Planning Commission meeting. Staff recommended denial of a request to CS, Community Services, which this report evaluated.

BACKGROUND:

The subject property is immediately east of Interstate 49 and just over 1/4 mile south of Markham Hill Woods with frontage along South Futrall Drive, a one-way street heading north and is Arkansas Department of Transportation (ARDOT) right-of-way. The property consists of approximately 1.37 acres, is undeveloped, and has almost 100% tree canopy coverage. The property has a history of denied rezoning attempts, with requests to UT, Urban-Thoroughfare in 2021 and 2022. Portions of the property lie within the city's I-540 Overlay District, and a small portion lies within the Hillside/Hilltop Overlay District. The property is not within a FEMA floodplain, floodway, nor within a Streamside Protection Zone.

Request: The request is to rezone the property from RSF-4, Residential Single-Family, 4 Units Per Acre, to CS, Community Services. The applicant asserts that the current request would accommodate a small-scale commercial transition area in a corridor that lacks services

Public Comment: Staff have received no public comments.

Land Use Compatibility: Staff finds that the proposed rezoning is inconsistent with the goals of City Plan 2040 and incompatible with surrounding land uses. The property has a history of rezoning attempts, including a 2021 request to UT that was denied for reasons related to building form and walkability requirements. A subsequent request to CS the following year was also denied by Planning Commission and was withdrawn by the applicant before going to City Council. Given the site's limited access, environmental

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov

constraints, and isolation from a cohesive commercial pattern further reduces its compatibility with surrounding land uses. Given the current surrounding land use and the distance to non-residential services, staff is unable to support the current rezoning request. Prior rezoning requests have consistently recommended a rezoning to Neighborhood Services – Limited (NS-L) or Neighborhood Services – General (NS-G) to ensure compatibility and incremental development at this site. This remains staff's position.

Land Use Plan Analysis: Given cumulative concerns regarding the lack of services and limited potential for connectivity combined with the intensity of uses allowed in CS, staff finds the proposed rezoning to be inconsistent with the goals in City Plan 2040 and the property's future land use designation as a Residential Neighborhood area. Given the future land use classification of these portions of the site, staff recommends denial of the request.

CITY PLAN 2040 INFILL MATRIX: City Plan 2040's Infill Matrix indicates a score of **4-6** for this site. The following elements of the matrix contribute to the score:

- Adequate Fire Response (Station 6, located at 900 S Hollywood Ave.)
- Near Sewer Main (21" gravity main adjacent to the property)
- Near Water Main (6" along W Orlando Dr)
- Near Public School (Ramay Junior High School)
- Near City Park (Centennial Park)
- Near Paved Trail (Shiloh Trail)
- Near Razorback Bus Stop (W Stone St & S Mobile Ln)
- Appropriate Future Land Use

DISCUSSION:

At the December 08, 2025 Planning Commission meeting, a vote of 6-1-0 forwarded the request to City Council with a recommendation of approval amending the original request for CS, Community Services to NS-G, Neighborhood Services – General. Commissioners McGetrick and Madden voiced concerns from previous zoning requests citing concern for intense zoning. Commissioners Brink and Castin voiced concerns regarding lack of utility connections to the subject property. The applicant was amendable to the change. One member of the public spoke at the meeting with concerns regarding flooding.

BUDGET/STAFF IMPACT:

N/A

ATTACHMENTS: 3. Staff Review Form, 4. Exhibit A, 5. Exhibit B, 6. Planning Commission Staff Report, 7. Additional Information - RZN-2025-0059 Topography Exhibit, 8. Additional Information - RZN-2025-0059 Utility Easement Sewer 2023, 9. Additional Information - RZN-2025-0059 Conservation Easement & Covenants 2024

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 #: 2025-2624

AN ORDINANCE TO REZONE THE PROPERTY DESCRIBED IN REZONING PETITION RZN 2025-59 FOR APPROXIMATELY 1.37 ACRES LOCATED AT SOUTH FUTRALL DRIVE IN WARD 1 FROM RSF-4, RESIDENTIAL SINGLE-FAMILY, 4 UNITS PER ACRE TO NS-G, NEIGHBORHOOD SERVICES - GENERAL

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby changes the zone classification of the property shown on the map (Exhibit A) and the legal description (Exhibit B) both attached to the Planning Department's Agenda Memo from RSF-4, Residential Single-Family, 4 Units Per Acre to NS-G, Neighborhood Services – General.

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

City of Fayetteville Staff Review Form

2025-2624

Item ID

1/6/2026

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

Jonathan Curth

12/19/2025

DEVELOPMENT REVIEW (630)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

RZN-2025-0059: Rezoning (S FUTRALL DR/BARNES FAMILY TRUST, 519). Submitted by ECOLOGICAL DESIGN GROUP for property located at S FUTRALL DR. IN WARD 1. The property is zoned RSF-4 RESIDENTIAL SINGLE-FAMILY, 4 UNITS PER ACRE, and contains approximately 1.37 acres. The request is to rezone the property to NS-G, Neighborhood Services, 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:

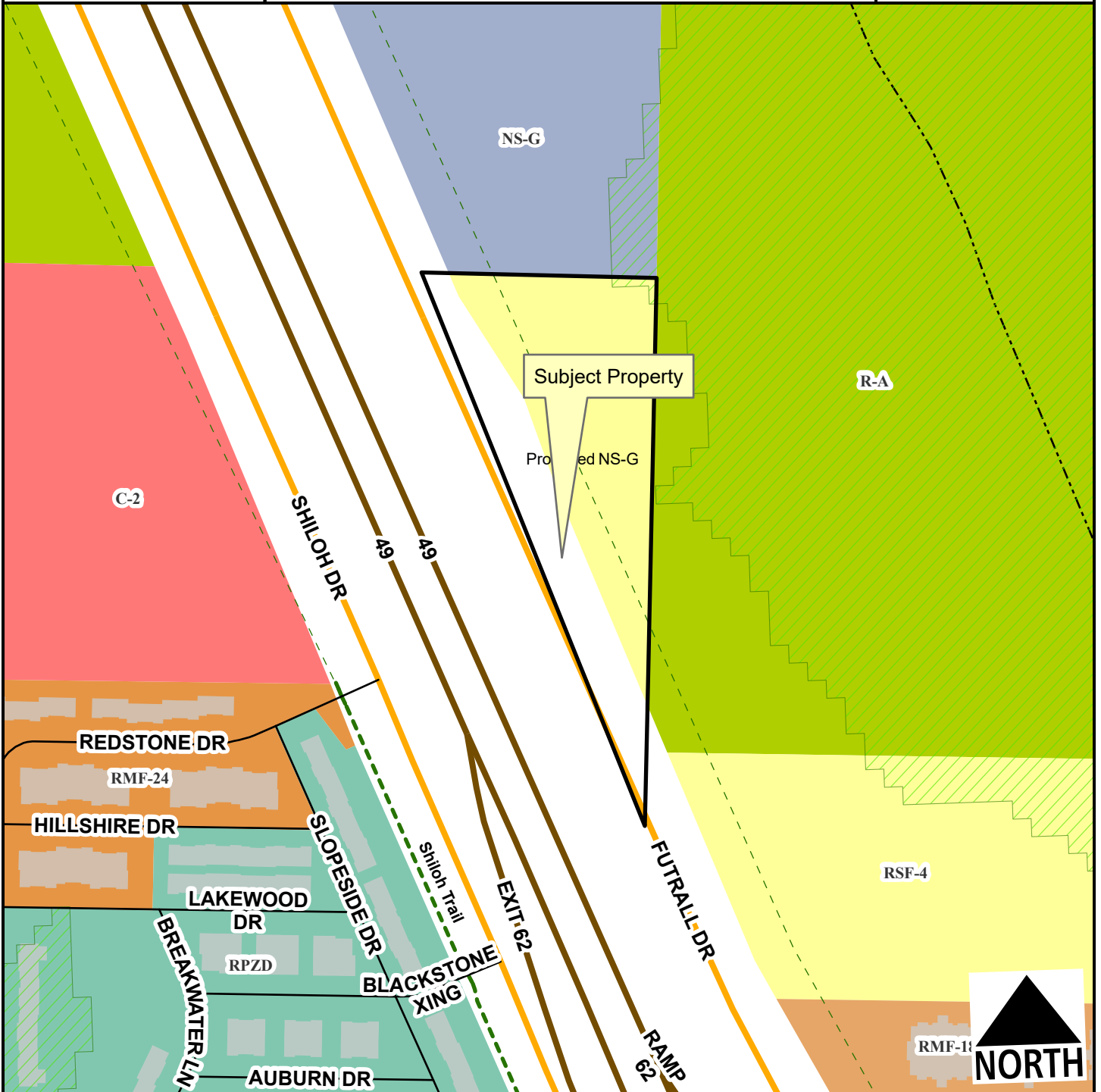
Comments:

RZN-2025-0059

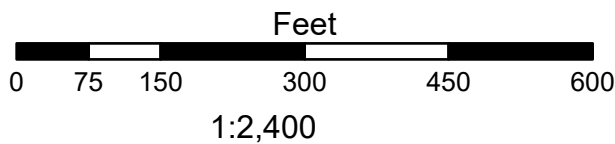
S. FUTRALL DR

EXHIBIT A

Close Up View



- Neighborhood Link
- Freeway/Expressway
- Unclassified
- Hillside-Hilltop Overlay District
- Trail (Proposed)
- Design Overlay District
- Planning Area
- Fayetteville City Limits



Zone	Current	Proposed
NS-G	0.0	2.8
RSF-4	1.8	0.0

Total 2.8 ac

EXHIBIT B

A part of the Northwest quarter (NW 1/4) of the Southeast quarter (SE 1/4) of Section Eighteen (18). Township Sixteen (16) North of Range Thirty (30) West, more particularly described as follows, to-wit: Beginning at the northeast corner of said forty (40) acre tract, and running thence South 1 degree 18 minutes East along the East line of said forty acre tract 753.30 feet to the North line of U.S. Highway No. 71 By-pass, thence North 24 degrees 31 minutes West along the North line of said By-pass 823.9 feet to the North line of said forty (40) acre tract, thence East along the North line of said forty (40) acre tract 325.74 feet to the point of beginning; less taken by Highway I-540, now 1.37 acres.



TO: Fayetteville Planning Commission

THRU: Jessie Master, Planning Director

FROM: Citlali Samano, Planner

MEETING DATE: December 08, 2025 **Updated with PC results 10/08**

SUBJECT: **RZN-2025-0059: Rezoning (S FUTRALL DR/BARNES FAMILY TRUST, 519):** Submitted by ECOLOGICAL DESIGN GROUP for property located at S FUTRALL DR. The property is zoned RSF-4, RESIDENTIAL SINGLE-FAMILY, 4 UNITS PER ACRE, and contains approximately 1.37 acres. The request is to rezone the property to CS, COMMUNITY SERVICES.

RECOMMENDATION:

Staff recommends denial of **RZN-2025-0059**.

RECOMMENDED MOTION:

*"I move to forward **RZN-2025-0059** to City Council with a recommendation of denial."*

BACKGROUND:

The subject property, parcel 765-14620-000, is immediately east of I-49 and just over ¼ mile south of Markham Hill Woods. The property has frontage along S. Futrall Drive, which is a one-way street heading north and is ARDOT right-of-way. The subject property consists of approximately 1.37 acres, and the request is to rezone the property from RSF-4, Residential Single-Family, 4 units per acre, to CS, Community Services. The property has a history of denied rezoning attempts, requests to UT, Urban-Thoroughfare in 2021 and 2022. The site is undeveloped and has almost 100% tree canopy coverage. While the applicant argues the current request would create a small-scale commercial transition area in a corridor that lacks services, staff finds the rezoning inadequate because of existing infrastructure limitations, environmental considerations, and inconsistency with adopted land use plans. Portions of the property lie within the City's Sign Overlay District, and a small portion lies within the Hillside/Hilltop Overlay District. The property is not within a FEMA floodplain, floodway, nor within a Streamside Protection Zone. Surrounding land uses and zoning are depicted in *Table 1*.

Table 1:
Surrounding Land Uses and Zoning

Direction	Land Use	Zoning
North	Undeveloped	NS-G, Neighborhood Services - General
South	Interstate (I-49)	RPZD, Residential Planned Zoning District
East	Undeveloped	R-A, Residential Agriculture
West	Interstate (I-49)	C-2, Thoroughfare Commercial (across the interstate)

Request: The request is to rezone the subject property from RSF-4, Residential Single-Family, 4 Units Per Acre, to CS, Community Services.

Public Comment: Staff have received no public comments.

INFRASTRUCTURE AND ENVIRONMENTAL REVIEW:

Streets: The subject area has road frontage along South Futrall Drive. South Futrall Drive is a partially improved Neighborhood Link Street with asphalt paving with curb and gutter. 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 not available to the Subject area.

Sewer: Sanitary Sewer is partially available through an 18" PVC and a 21" VCP within the subject area. However, connection feasibility and required extensions would need evaluation at development.

Drainage: The property is not within FEMA Floodplain or Streamside Protection Zone. However, hydric soils are partially present. Hydric soil is a known indicator of potential wetlands, and further environmental studies will be required at the time of development. Before permits are issued for the property a statement/report from an environmental professional must be provided summarizing the existence of wetlands on the property. If this statement/report indicates that wetlands may be present on site, a USACE Determination of Jurisdictional Wetlands will be required at the time of development submittal. Portions of the property lie within the Hillside/Hilltop Overlay District, requiring additional restrictions and engineered plans at time of development, as well as grading, erosion control, and abbreviated tree preservation plans.

Fire: Fire apparatus access and fire protection water supplies will be reviewed for compliance with the Arkansas Fire Prevention Code at the time of development. Station 6, located at 900 S Hollywood Ave., protects this site. The property is located approximately 1 miles from the fire station with an anticipated drive time of approximately 3 minutes using existing streets. The anticipated response time would be approximately 5.2 minutes. Fire Department response time is calculated based on the drive time plus 1 minute for dispatch and 1.2 minutes for turn-out time. Within the City Limits, the Fayetteville Fire Department has a response time goal of 6 minutes for an engine and 8 minutes for a ladder truck.

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

Tree Preservation:

The proposed zoning districts, CS, Community Services require a **20% minimum canopy preservation**. The current zoning districts, RSF-4, Residential Single-Family, 4 Units per Acre require a **25% minimum canopy preservation**.

CITY PLAN 2040 FUTURE LAND USE PLAN: The City Plan 2040 Future Land Use Plan designates the property within the proposed rezone as **Residential Neighborhood**.

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

CITY PLAN 2040 INFILL MATRIX: City Plan 2040's Infill Matrix indicates a score of **4-6** for this site with a weighted score of **10**. The following elements of the matrix contribute to the score:

- Adequate Fire Response (Station 6, located at 900 S Hollywood Ave.)
- Near Sewer Main (21" gravity main adjacent to the property)
- Near Public School (Ramay Junior High School)
- Near City Park (Centennial Park)
- Near Paved Trail (Shiloh Trail)
- Near Razorback Bus Stop (W Stone St & S Mobile Ln)

FINDINGS OF THE STAFF

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

Finding: ***Land Use Compatibility:*** Staff finds that the proposed rezoning is inconsistent with the goals of City Plan 2040 and incompatible with surrounding land uses. The property has a history of rezoning attempts, including a 2021 request to UT that was denied for reasons related to building form and walkability requirements. A subsequent request to UT the following year was also denied by Planning Commission and was withdrawn by the applicant before going to City Council. Given the site's limited access, environmental constraints, and isolation from a cohesive commercial pattern further reduces its compatibility with surrounding land uses. Given the current surrounding land use and the distance to non-residential services, there is decreased flexibility to approve the current rezoning request. Therefore, staff finds the request a rezone approximately 1.37 acres from RSF-4 to CS inconsistent with adopted plans. Prior rezoning requests have consistently recommended a rezoning to Neighborhood Services – Limited (NS-L) or Neighborhood Services – General (NS-G) to ensure compatibility and incremental development at this site. Staff maintains this recommendation for rezoning

The subject area has does have street frontage along S. Futrall Dr. and is a partially improved Neighborhood Link Street with asphalt paving with curb and gutter. It is important to note that S Futrall Dr is a one-way thoroughfare, which inherently restricts direct connectivity. Any required street enhancements in these areas would be determined at the time of a

development proposal. Furthermore, any additional improvements or requirements for drainage will be determined at time of development.

Overall, the request present concerns as discussed in previous rezoning requests. Staff recommends denial of this request.

Land Use Plan Analysis: Staff finds the proposed rezoning to be inconsistent with the goals in City Plan 2040 and the property's future land use designation as a Residential Neighborhood area. Given the future land use classification of these portions of the site, staff would recommend denial of the request to stay in line with that plan.

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

Finding: Considering the property's location, access, environmental prohibitions, adjacent to major transportation infrastructure, and inconsistency with the City's adopted plans, staff finds inadequate justification for the rezoning.

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 CS has the potential to substantially increase traffic to an area solely by S. Futrall Dr., which provides limited access and inadequate capacity. Therefore, the rezoning could appreciably increase traffic danger and congestion.

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 property does not have water access and may require sewer facility upgrades. Increased development intensity under CS zoning would increase demands on water, sewer, and fire service, without adequate existing infrastructure. This represents an undesirable increase in service load.

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:

Finding: Land use at the site is incompatible with the surrounding area and does not align with City Plan 2040. A proposed future development would likely generate traffic that cannot be adequately supported, especially given the limited access created by the one-way configuration of S. Futrall Dr. Additionally, the property currently lacks water access, and existing sewer and fire-service infrastructure are insufficient to meet the demands of a proposed commercial use.

RECOMMENDATION: Planning staff recommends denial of RZN-2024-0059.

PLANNING COMMISSION ACTION: Required <u>YES</u>			
Date: <u>December 08, 2025</u>	☐ Tabled	☒ Forwarded	☐ Denied
Motion: Cabe		with rec. to rezone to NS-G	
Second: Castin			
Vote: 6-1-0 (Madden in opposition)			

BUDGET/STAFF IMPACT:

None

ATTACHMENTS:

- Project Maps
 - One Mile Map
 - Close-Up Map
 - Current Land Use Map
 - Future Land Use Map
 - Unified Development Code
 - §161.07 District RSF-4, Residential Single-Family, 4 Units per Acre
 - §161.22 District CS, Community Services
 - Applicant Exhibits
 - Request Letter
-

161.07 - District RSF-4, Residential Single-Family - Four (4) Units Per Acre (modified)

(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
Unit per acre	4 or less

(D) *Bulk and Area Regulations.*

	Single-Family Dwellings
Lot minimum width	70 feet
Lot area minimum	8,000 square feet
Land area per dwelling unit	8,000 square feet
Hillside Overlay District Lot minimum width	60 feet
Hillside Overlay District Lot area minimum	8,000 square feet
Land area per dwelling unit	8,000 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— 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.

161.22 - Community Services (modified)

(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.*

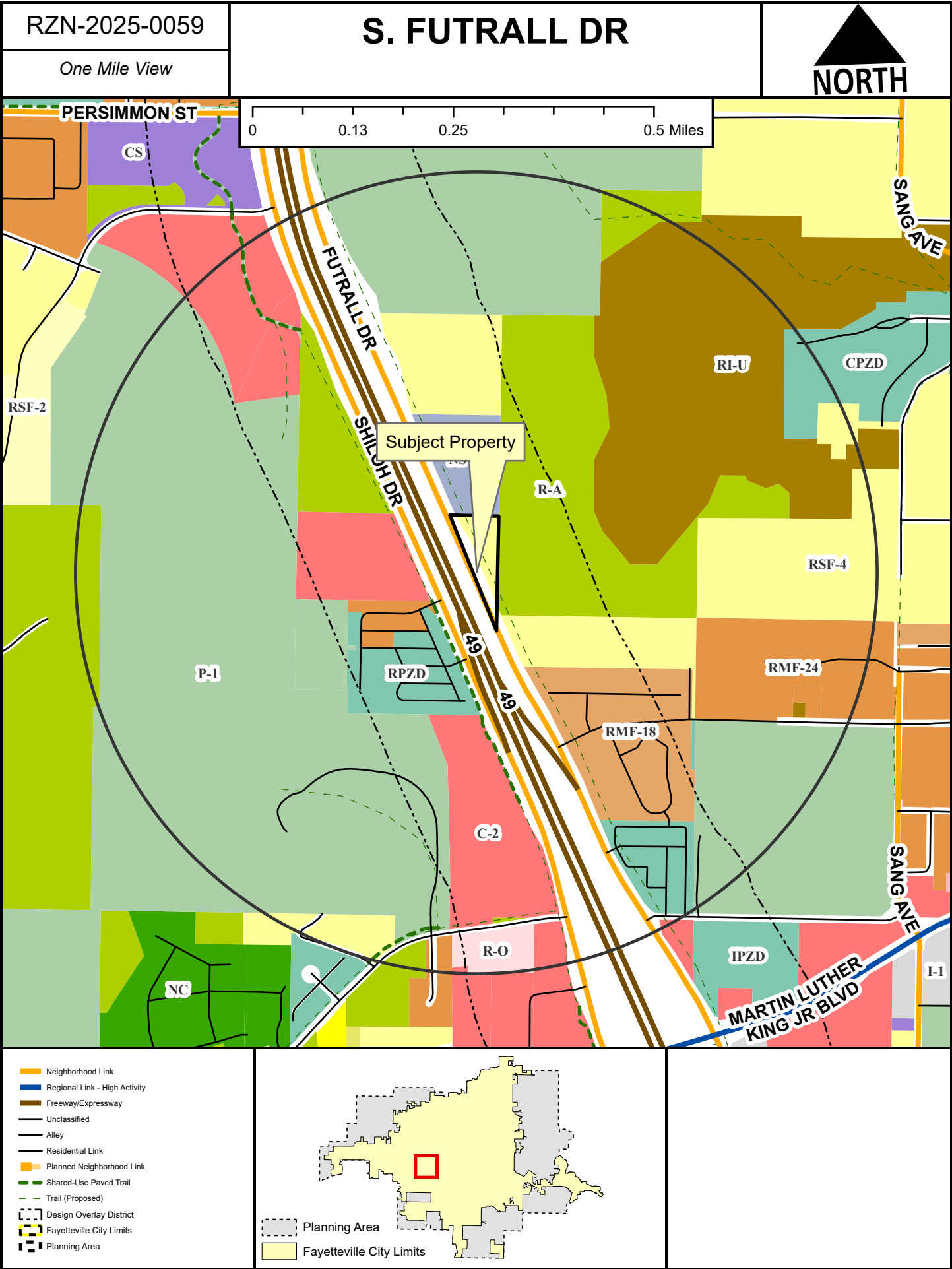
Front	A build-to zone that is located between 10 feet and a line 25 feet from the front property line.
Side and rear	None
Side or rear, when contiguous to a single-family residential district	15 feet

(F) *Building Height Regulations.*

Building height maximum	5 stories
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(G) *Minimum Buildable Street Frontage.* 50% of the lot width.

(Ord. No. 5312, 4-20-10; Ord. No. 5339, 8-3-10; Ord. No. 5462, 12-6-11; Ord. No. 5592, 6-18-13; Ord. No. 5664, 2-18-14; Ord. No. 5735, 1-20-15; Ord. No. 5800, §1(Exh. A), 10-6-15; Ord. No. 5921, §1, 11-1-16; Ord. No. 5945,

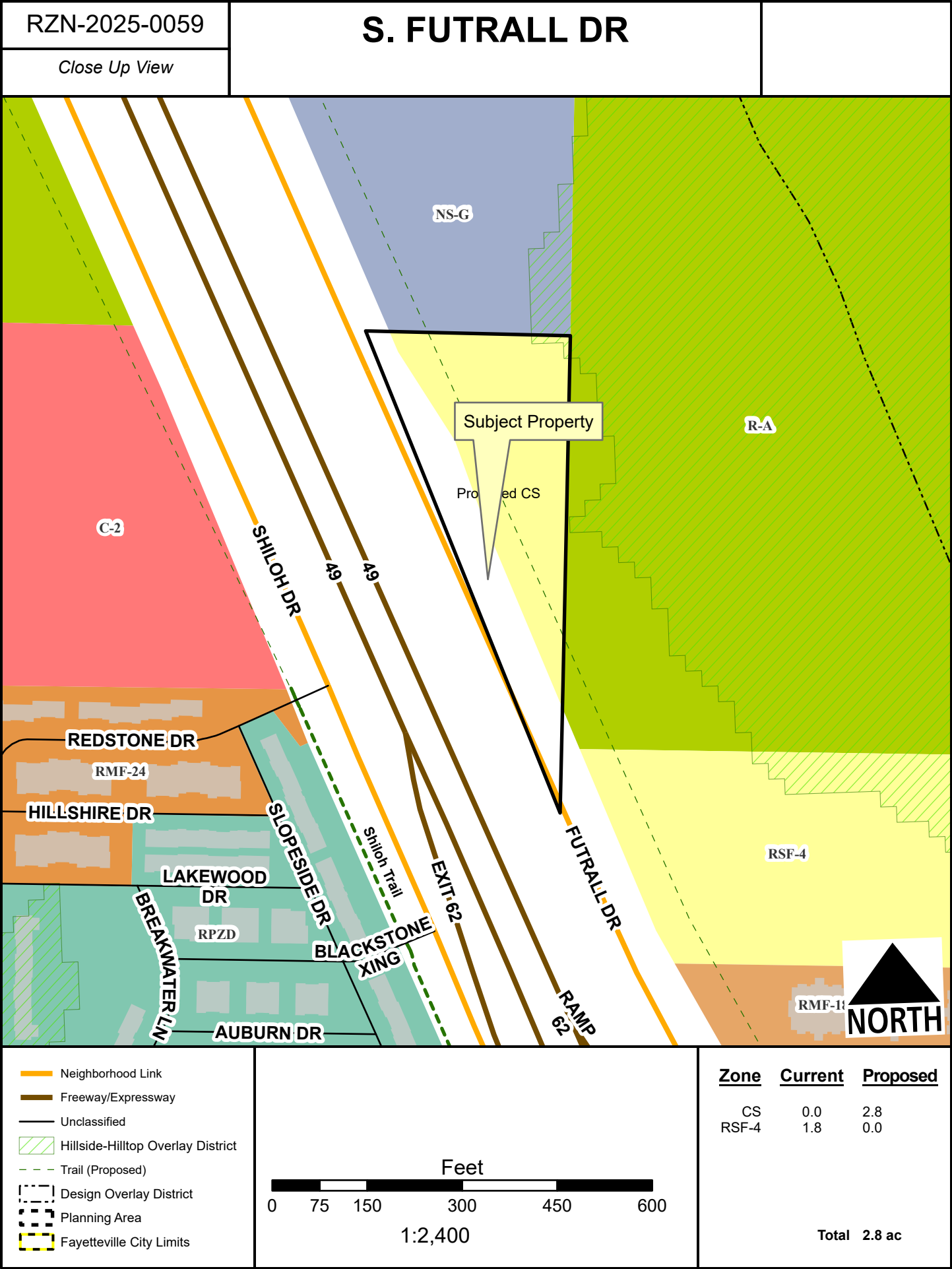


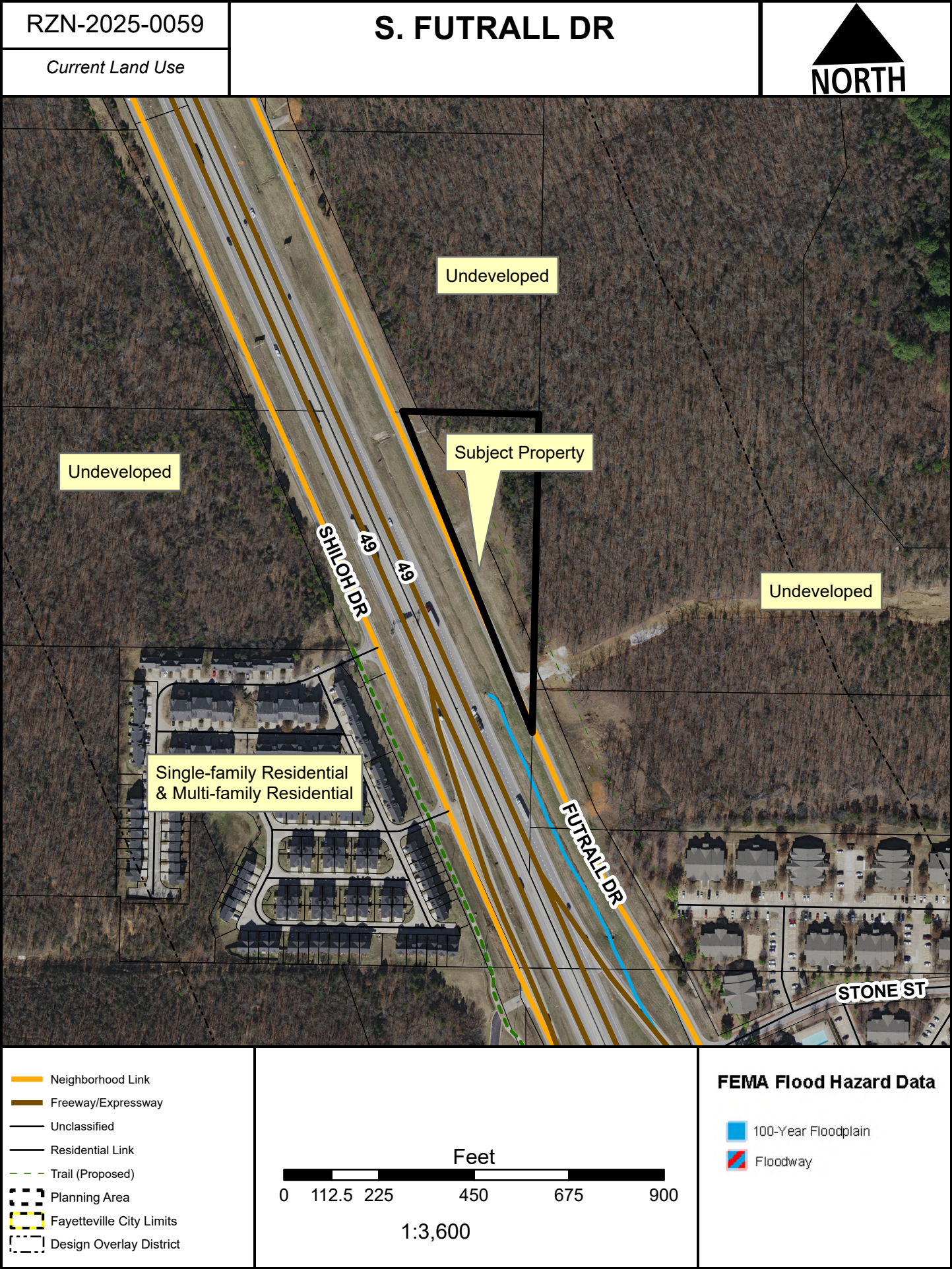
Planning Commission

December 8, 2025

RZN-2025-0059 (BARNES FAMILY TRUST)

Page 6 of 14

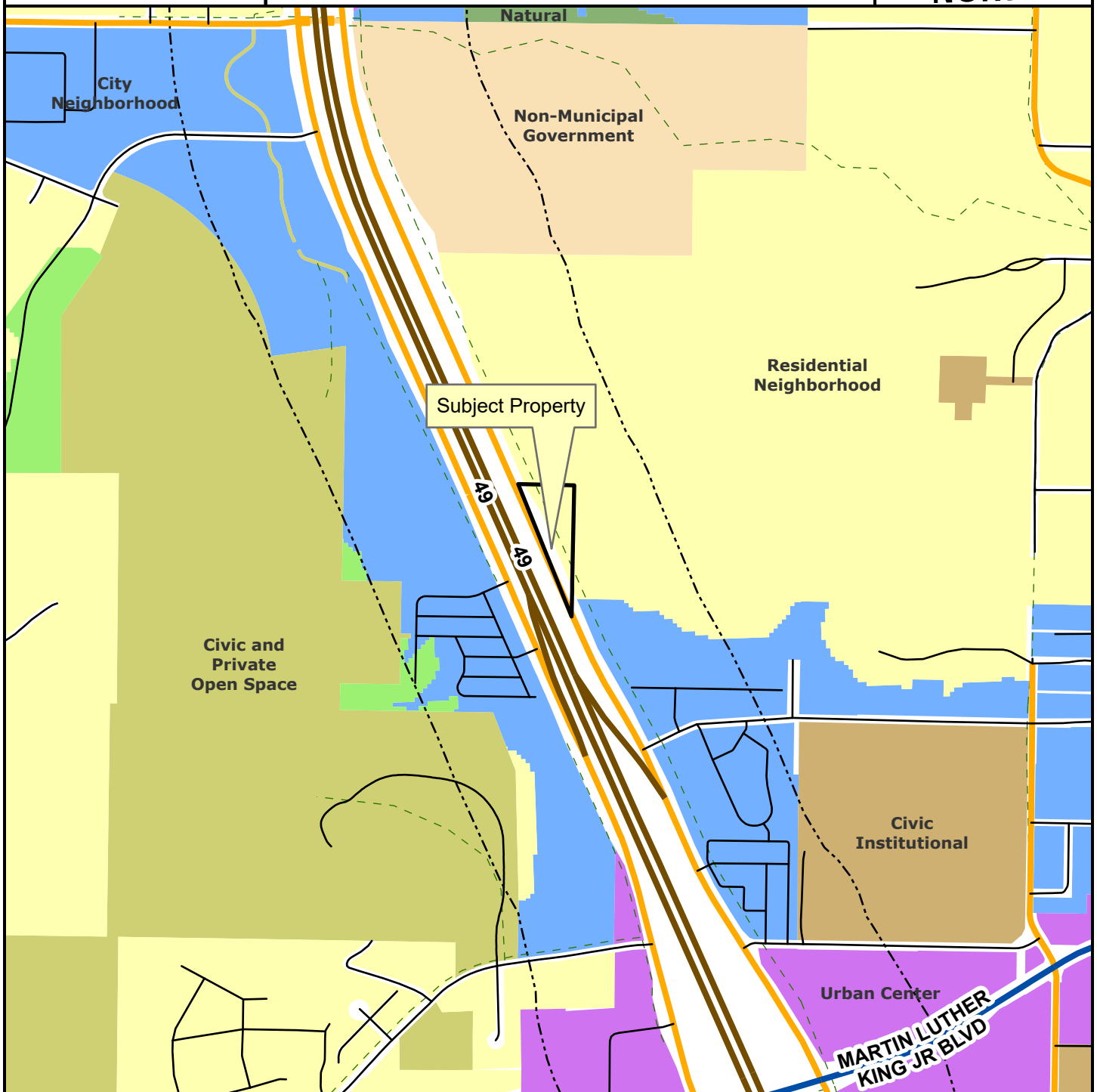




RZN-2025-0059

S. FUTRALL DR

Future Land Use



- Neighborhood Link
- Regional Link - High Activity
- Freeway/Expressway
- Unclassified
- Alley
- Residential Link
- Planned Neighborhood Link
- Planning Area
- Fayetteville City Limits
- Trail (Proposed)
- Design Overlay District

Feet

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

1:10,000

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

161.07 - District RSF-4, Residential Single-Family - Four (4) Units Per Acre (modified)

(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
Unit per acre	4 or less

(D) *Bulk and Area Regulations.*

	Single-Family Dwellings
Lot minimum width	70 feet
Lot area minimum	8,000 square feet
Land area per dwelling unit	8,000 square feet
Hillside Overlay District Lot minimum width	60 feet
Hillside Overlay District Lot area minimum	8,000 square feet
Land area per dwelling unit	8,000 square feet

(E) *Setback Requirements.*

Front	Side	Rear
15 feet	5 feet	15 feet

(F) *Building Height Regulations.*

Building Height Maximum	3 stories
-------------------------	-----------

(G) *Building Area.*

On any lot the area occupied by all buildings shall not exceed 40% of the total area of such lot. Accessory ground mounted solar energy systems shall not be considered buildings.

(Code 1991, §160.031; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99; Ord. No. 4858, 4-18-06; Ord. No. 5028, 6-19-07; Ord. No. 5128, 4-15-08; Ord. No. 5224, 3-3-09; Ord. No. 5312, 4-20-10; Ord. No. 5462, 12-6-11; Ord. No. [5921](#), §1, 11-1-16; Ord. No. [5945](#), §8, 1-17-17; Ord. No. [6015](#), §1(Exh. A), 11-21-17; [Ord. No. 6245](#), §2, 10-15-19; [Ord. No. 6427](#), §§1(Exh. C), 2, 4-20-21)

Editor's note— 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.

161.22 - Community Services (modified)

(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.

(Ord. No. 5312, 4-20-10; Ord. No. 5339, 8-3-10; Ord. No. 5462, 12-6-11; Ord. No. 5592, 6-18-13; Ord. No. 5664, 2-18-14; Ord. No. 5735, 1-20-15; Ord. No. 5800, §1(Exh. A), 10-6-15; Ord. No. 5921, §1, 11-1-16; Ord. No. 5945,

§§5, 7—9, 1-17-17; Ord. No. 6015, §1(Exh. A), 11-21-17; Ord. No. 6223, §1, 9-3-19; Ord. No. 6409 §1, 2-2-21; Ord. No. 6427, §§1(Exh. C), 2, 4-20-21; Ord. No. 6497, §1, 10-19-21; Ord. No. 6879, §2, 5-20-25)

Editor's note— 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.



Ecological Design Group
216 West Birch St,
Rogers, AR 72756

Date: 10/28/2025

Project: Futrall - Rezoning

Parcel Number: 765-14620-000

EDG Project No: #25-062

RE: Rezoning Request

To whom it may concern:

Ecological Design Group, on behalf of the Barnes Family Trust, requests the rezoning of parcel #765-14620-000, from RSF-4 (Residential Single Family, four units per acre) to C-S (Community Services).

The property is currently zoned RSF-4 and is bordered by NS-G to the north, R-A to the east, and C-2 and RMF-24 across the interstate to the west. The proposed C-S zoning would allow for a mix of commercial and residential uses, aligning with the surrounding commercial and medium-high density residential zones as well as complementing the intent of the NS-G zone to provide mixed use amenities for nearby residential uses.

The proposed C-S zoning is compatible with surrounding land uses and therefore is not expected to negatively impact neighboring properties. Instead, it would act as an extension of the neighboring NS-G zone while reflecting the denser existing developments across I-49.

Sincerely,

A handwritten signature in cursive script that reads "Molly Pace".

Molly Pace

(479) 441-0197

Additional Information Received

Date Received: MM/DD/YYYY	01/13/2026
Time: 00:00 (AM/PM)	4:46 PM
From: Name & Title	Jonathan Curth, Development Services Director
To: Name & Title	City Council
Agenda Meeting Date: MM/DD/YYYY	01/20/2026
Civic Clerk Number: Ex. 2025-994	2025-2624
Forwarded to City Attorney's Office and Department Head	N/A

● Found 1/2" Rebar (unless noted)

⊠ Found Stone with Chiseled "X"

◇ Found Right of Way Monument

○ Set 1/2" Rebar (capped #1737)

△ Calculated Point

⬇ PP Power Pole

⬇ Guy Wire

⊙ Storm Drain Manhole

⊙ Fiber Optic Sign

⊙ Water Valve

⊙ Fire Hydrant

⊙ Water Meter

⊙ Sanitary Sewer Manhole

— SS — SS — Sanitary Sewer Line

— W — W — Water Line

— OP — OP — Overhead Power Line

— G — G — Gas Line

— X — X — Fence Line

— RW — RW — Right of Way Line

— — Storm Pipe

Concrete Area

OPTIONAL TABLE 'A' ITEMS

ITEM NO.	REQUIREMENT	RESPONSE
1	Monuments placed (or a reference monument or witness to the corner) at all major corners of the boundary of the surveyed property, unless already marked or referenced by existing monuments or witnesses in close proximity to the corner.	All set & found monuments shown on plat
2	Address(es) of the surveyed property if disclosed in documents provided to or obtained by the surveyor, or observed while conducting the fieldwork.	Futrell Drive Fayetteville, Arkansas
3	Flood zone classification (with proper annotation based on federal Flood Insurance Rate Maps or the state or local equivalent) depicted by scaled map location and graphic plotting only.	Zone X (see flood note)
4	Gross land area (and other areas if specified by the client).	1.83± Acres
5	Vertical relief with the source of information (e.g., ground survey, aerial map), contour interval, datum, with originating benchmark, when appropriate.	Ground survey elevations with 1' interval contours - NAVD 88
6(a)	If the current zoning classification, setback requirements, the height and floor space area restrictions, and parking requirements specific to the surveyed property are set forth in a zoning report or letter provided to the surveyor by the client or the client's designated representative, list the above items on the plat or map and identify the date and source of the report or letter.	See Zoning Information Note
8	Substantial features observed in the process of conducting the fieldwork (in addition to the improvements and features required pursuant to Section 5 above) (e.g., parking lots, billboards, signs, swimming pools, landscaped areas, substantial areas of refuse).	Shown on plat
11(b)	Evidence of underground utilities existing on or serving the surveyed property as determined by: markings coordinated by the surveyor pursuant to a private utility located request	Shown on plat based on field locates.
13	Names of adjoining owners according to current tax records. If more than one owner, identify the first owner's name listed in the tax records followed by "et al."	Shown on plat

SCHEDULE B EXCEPTIONS

Referenced in Title Commitment 2510858-106 with an effective date of September 2nd, 2025, issued by Waco Title Company.

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met. - **NOT A SURVEY MATTER**

2. General and special taxes for the year 2025 and subsequent years which are not yet due and payable. Taxes for the year 2024 and prior years are paid. - **NOT A SURVEY MATTER**

3. Encroachments, violations, variations, overlaps, boundary line disputes, and any matters which would be disclosed by an accurate survey and inspection of the premises. - **AS SHOWN ON SURVEY**

4. Easements, or claims of easements, not shown by the Public Records or which would be disclosed by an accurate survey and inspection of the premises. - **AS SHOWN ON SURVEY**

5. Rights or claims of parties in possession not shown by the Public Records. - **NOT PLOT-ABLE**

6. Rights of tenants in possession under unrecorded leases solely as tenants and solely with respect to space occupied by each such tenant, together with non-exclusive rights in common with other tenants in areas used by all tenants). - **NOT A SURVEY MATTER**

7. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records. - **NOT A SURVEY MATTER**

8. Taxes or special assessments, if, any, which are not shown as existing liens by the Public Records. - **NOT A SURVEY MATTER**

9. Loss arising from security interest evidences by Financing Statements and Liens filed of record as of the effective date hereof, under the Arkansas Uniform Commercial Code in the State of Arkansas. - **NOT A SURVEY MATTER**

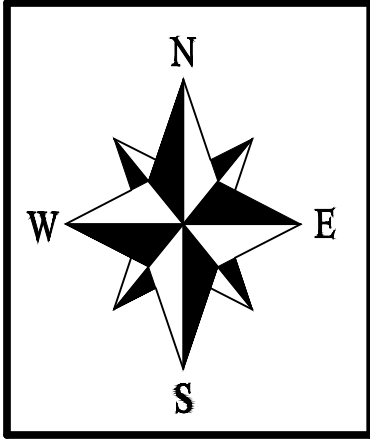
10. Loss arising from and/or resulting from oil, gas and/or all other minerals, conveyed, retained, leased, assigned or any other activity concerning the sub-surface rights or ownership, including but not limited to the right of ingress or egress for said sub-surface purposes. - **NOT A SURVEY MATTER**

11. Ordinance No. 3806 established the overlay district to the U.S. 71 Highway corridor, filed July 15, 1994 as Document 94042583, records of Washington County, Arkansas and unrecorded Ordinance No 5526 amending the overlay district dated September 18, 2012. - **NOT A SURVEY MATTER**

12. Right of Way Grant, in favor of the City of Fayetteville, filed January 22, 1982 in Book 1053 at Page 633, records of Washington County, AR. - **AS SHOWN ON SURVEY**

13. Right of Way Grant, in favor of the City of Fayetteville, filed September 20, 1979 in Book 1000 at Page 674, records of Washington County, AR. - **AS SHOWN ON SURVEY**

14. Rights of the public and others to use that portion of the subject property, if any, lying within the right of way of Futrell Drive and Fulbright Expressway (I-49 Highway) along the West side thereof. - **AS SHOWN ON SURVEY**



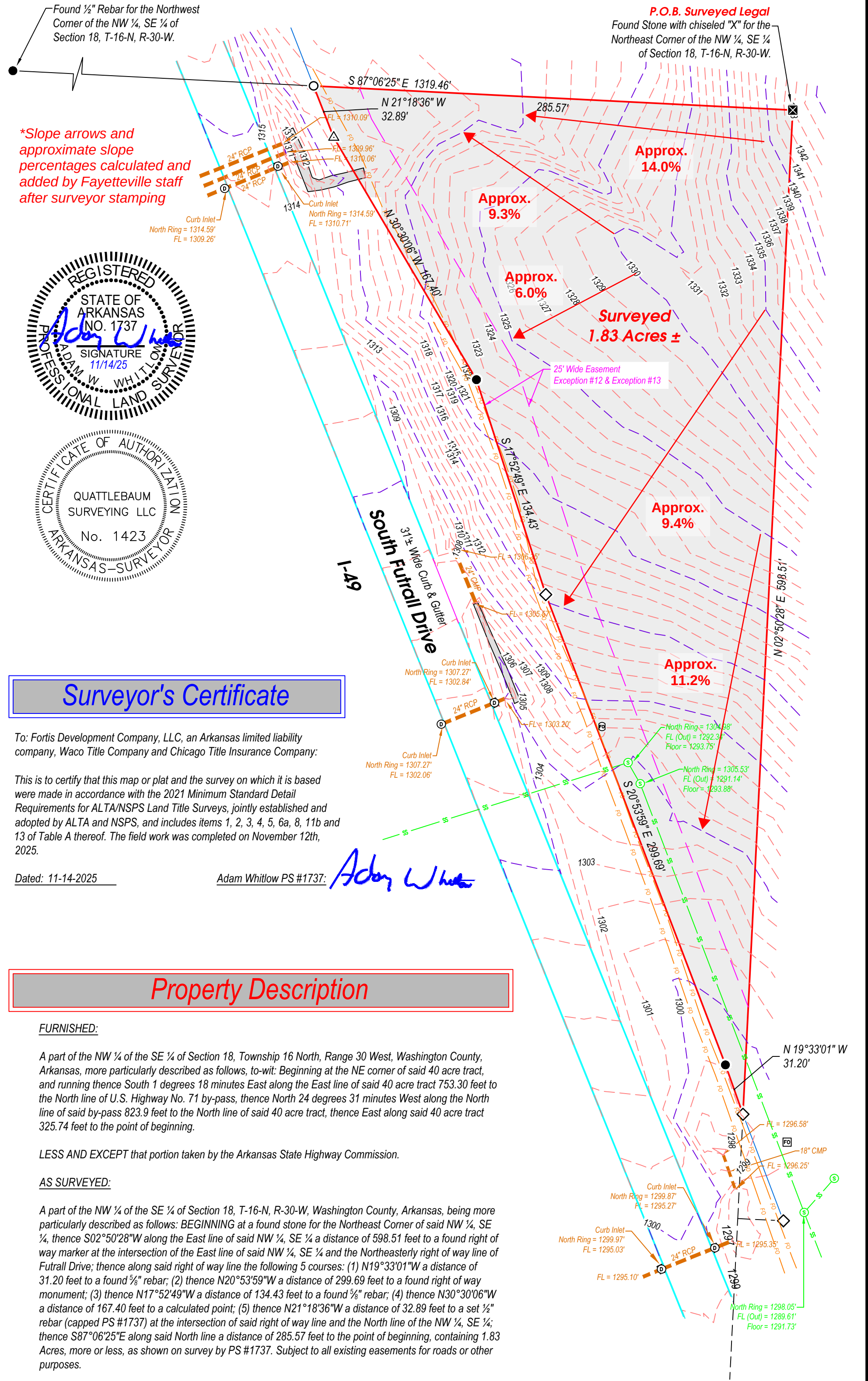
0' 50' 100' 150'

BASIS OF BEARINGS DERIVED FROM GPS AR NORTH.
ELEVATIONS DERIVED FROM NAVD 88.

SURVEY CODE:

500-16N-30W-0-18-240-72-1737

ALTA/NSPS
LAND TITLE
SURVEY



Additional Information Received

Date Received: MM/DD/YYYY	01/13/2026
Time: 00:00 (AM/PM)	5:53 PM
From: Name & Title	Jonathan Curth, Development Services Director
To: Name & Title	City Council
Agenda Meeting Date: MM/DD/YYYY	01/20/2026
Civic Clerk Number: Ex. 2025-994	2025-2624
Forwarded to City Attorney's Office and Department Head	N/A

UTILITY EASEMENT

BE IT KNOWN BY THESE PRESENTS:

THAT Markham Residential Owner, LLC, 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 water and/or sanitary sewer pipe line or lines, manholes, grantee owned fiber optic equipment and appurtenances thereto, grantee on, over, across, and under the following described land situated in the County of Washington, State of Arkansas, to-wit:

Doc ID: 020929890012 Type: REL
Kind: EASEMENT
Recorded: 01/17/2023 at 11:24:24 AM
Fee Amt: \$70.00 Page 1 of 12
Washington County, AR
Kyle Sylvester Circuit Clerk
File **2023-00001435**

PROPERTY DESCRIPTION:

TRACT 4 OF A PROPERTY LINE ADJUSTMENT IN RECORDED FILE #024A-00000237:

Part of the Northwest Quarter (NW1/4) of Section 17, part of the Northeast Quarter (NE1/4) of Section 18, and part of the Northeast Quarter of the Southeast Quarter (NE1/4 SE1/4) of Section 18, all in Township 16 North, Range 30 West, of the Fifth Principal Meridian, Washington County, Arkansas, being more particularly described as follows:

COMMENCING at the Northwest Corner of Section 17; **THENCE** by bearing and distance (basis of bearing, Grid North), South 02°44'08" West along the west line thereof a distance of 863.96 feet to the **POINT OF BEGINNING**;
THENCE leaving said west line, South 86°59'32" East a distance of 661.06 feet;
THENCE South 02°45'33" West a distance of 132.00 feet;
THENCE South 86°59'32" East a distance of 661.00 feet to the east line of the Northwest Quarter of the Northwest Quarter (NW1/4 NW1/4) of said Section 17;
THENCE North 02°46'58" East along said east line a distance of 97.75 feet;
THENCE leaving said east line, South 87°23'32" East a distance of 480.55 feet;
THENCE South 02°41'24" West a distance of 435.94 feet;
THENCE North 87°50'49" West a distance of 451.98 feet;
THENCE South 02°09'11" West a distance of 71.62 feet;
THENCE North 87°50'49" West a distance of 195.58 feet;
THENCE South 02°09'11" West a distance of 47.75 feet;
THENCE South 62°30'11" West a distance of 126.36 feet to a point on the south line of said Northwest Quarter of the Northwest Quarter (NW1/4 NW1/4) of Section 17;
THENCE South 62°30'11" West a distance of 141.46 feet;
THENCE North 87°50'49" West a distance of 371.33 feet;
THENCE South 02°09'11" West a distance of 720.20 feet;
THENCE South 87°50'49" East a distance of 217.06 feet;
THENCE South 03°45'49" West a distance of 30.90 feet;
THENCE South 86°14'11" East a distance of 94.71 feet;
THENCE South 03°26'29" West a distance of 100.20 feet;
THENCE South 86°24'36" East a distance of 100.00 feet;
THENCE North 03°26'29" East a distance of 99.89 feet;
THENCE South 86°14'11" East a distance of 75.29 feet;
THENCE North 03°45'49" East a distance of 105.00 feet;
THENCE South 86°14'11" East a distance of 266.05 feet to the east line of the Southwest Quarter of the Northwest Quarter (SW1/4 NW1/4) of said Section 17;
THENCE South 03°36'12" West along said east line a distance of 256.38 feet;
THENCE leaving said east line, North 87°47'19" West a distance of 293.29 feet;
THENCE South 03°42'20" West a distance of 335.48 feet to the south line of said Southwest Quarter of the Northwest Quarter (SW1/4 NW1/4) of Section 17;
THENCE North 87°23'27" West along said south line a distance of 409.36 feet;
THENCE leaving said south line, North 02°09'11" East a distance of 173.96 feet;
THENCE North 47°50'49" West a distance of 93.39 feet;
THENCE South 72°09'11" West a distance of 88.50 feet;
THENCE North 64°50'49" West a distance of 130.22 feet;
THENCE North 25°50'49" West a distance of 36.00 feet;

THENCE North 87°50'49" West a distance of 165.06 feet;
THENCE South 25°09'11" West a distance of 201.57 feet;
THENCE South 42°09'11" West a distance of 522.48 feet;
THENCE North 87°50'49" West a distance of 173.85 feet;
THENCE North 37°50'49" West a distance of 284.70 feet;
THENCE North 21°36'54" West a distance of 142.87 feet;
THENCE North 02°09'11" East a distance of 337.61 feet;
THENCE North 28°09'11" East a distance of 234.24 feet;
THENCE North 03°50'49" West a distance of 220.77 feet;
THENCE North 15°50'49" West a distance of 272.31 feet;
THENCE North 02°09'11" East a distance of 265.40 feet to the south line of the Northeast Quarter of the Northeast Quarter (NE1/4 NE1/4) of Section 18;
THENCE South 87°18'19" East along said south line a distance of 40.30 feet;
THENCE leaving said south line, North 02°44'08" East a distance of 345.45 feet;
THENCE North 57°27'09" East a distance of 466.15 feet;
THENCE South 87°50'49" East a distance of 279.49 feet to the east line of said Northeast Quarter of the Northeast Quarter (NE1/4 NE1/4) of Section 18;
THENCE North 02°44'08" East along said east line a distance of 42.92 feet to the **POINT OF BEGINNING**.

And

TRACT 6 OF A PROPERTY LINE ADJUSTMENT IN RECORDED FILE #024A-00000237

Part of the Southwest Quarter of the Northwest Quarter (SW1/4 NW1/4) of Section 17, part of the Southeast Quarter of the Northeast Quarter (SE1/4 NE1/4) of Section 18, and part of the North-half of the Northeast Quarter of the Southeast Quarter (N1/2 NE1/4 SE1/4) of Section 18, all in Township 16 North, Range 30 West, of the Fifth Principal Meridian, Washington County, Arkansas, being more particularly described as follows:

COMMENCING at the Northeast Corner of said Section 18; **THENCE** by bearing and distance (basis of bearing, Grid North), South 02°44'08" West along the east line of said Section 18 a distance of 1,323.96 feet to the northeast corner of said Southeast Quarter of the Northeast Quarter (SE1/4 NE1/4) of Section 18; **THENCE** North 87°18'19" West along the north line of said Southeast Quarter of the Northeast Quarter (SE1/4 NE1/4) a distance of 700.30 feet to the **POINT OF BEGINNING**;
THENCE leaving said north line, South 02°09'11" West a distance of 265.40 feet; **THENCE** South 15°50'49" East a distance of 272.32 feet;
THENCE South 03°50'49" East a distance of 220.76 feet;
THENCE South 28°09'11" West a distance of 234.24 feet;
THENCE South 02°09'11" West a distance of 337.61 feet;
THENCE South 21°36'54" East a distance of 142.87 feet;
THENCE South 37°50'49" East a distance of 284.70 feet;
THENCE South 87°50'49" East a distance of 173.85 feet;
THENCE North 42°09'11" East a distance of 522.48 feet;
THENCE North 25°09'11" East a distance of 201.57 feet;
THENCE South 87°50'49" East a distance of 165.06 feet;
THENCE South 25°50'49" East a distance of 36.00 feet;
THENCE South 64°50'49" East a distance of 130.22 feet;
THENCE North 72°09'11" East a distance of 88.50 feet;
THENCE South 47°50'49" East a distance of 93.39 feet;
THENCE South 02°09'11" West a distance of 173.96 feet to the south line of said Southwest Quarter of the Northwest Quarter (SW1/4 NW1/4) of Section 17;
THENCE North 87°23'27" West a distance of 601.18 feet to the southwest corner of said Southwest Quarter of the Northwest Quarter (SW1/4 NW1/4);
THENCE South 02°48'06" West a distance of 656.59 feet to the southeast corner of said North-half of the Northeast Quarter of the Southeast Quarter (N1/2 NE1/4 SE1/4) of Section 18;
THENCE North 87°10'13" West along the south line of said North-half of the Northeast Quarter of the Southeast Quarter (N1/2 NE1/4 SE1/4) a distance of 1,289.23 feet;
THENCE leaving said south line, North 20°47'40" West a distance of 67.86 feet to the west line of said North-half of the Northeast Quarter of the Southeast Quarter (N1/2 NE1/4 SE1/4);
THENCE North 02°50'27" East a distance of 598.41 feet to the southwest corner of said Southeast Quarter of the Northeast Quarter (SE1/4 NE1/4) of Section 18;

THENCE North 02°56'03" East a distance of 1,323.09 feet to the northwest corner of said Southeast Quarter of the Northeast Quarter (SE1/4 NE1/4);

THENCE South 87°18'19" East along the north line thereof a distance of 608.88 feet to the POINT OF BEGINNING.

PERMANENT EASEMENT DESCRIPTION:

A 1.79-acre utility easement being a portion of Tracts 4 & 6 of the Property Line Adjustment of Markham Hill, located in the City of Fayetteville, and as recorded in File #024A-00000237 Washington County, Arkansas, and being described by meles and bounds as follows:

BEGINNING at a 2-inch aluminum cap LS1507 found on the northeast right-of-way of S. Futrell Dr., also being the most southern southwest corner of aforementioned Tract 6;

THENCE along said right-of-way, North 20°45'32" West, 56.75 feet;

THENCE leaving said right-of-way, South 70°45'38" East, 44.95 feet;

THENCE North 64°58'47" East, 357.32 feet;

THENCE South 88°46'45" East, 610.11 feet;

THENCE North 53°44'23" East, 329.47 feet;

THENCE North 36°15'37" West, 5.00 feet;

THENCE North 53°44'23" East, 11.06 feet;

THENCE North 15°15'54" East, 127.75 feet;

THENCE North 02°00'01" East, 154.93 feet;

THENCE North 26°12'56" East, 283.14 feet;

THENCE North 44°55'09" East, 135.53 feet;

THENCE North 18°41'44" East, 80.01 feet;

THENCE North 05°04'31" West, 398.03 feet;

THENCE North 54°22'22" East, 168.26 feet;

THENCE South 75°58'44" East, 313.26 feet to the east boundary line of said tract 4, being the west boundary line of tract 1 of said plat;

THENCE with said common boundary line, South 02°09'15" West, 28.10 feet;

THENCE leaving said common boundary line, North 75°58'44" West, 303.03 feet;

THENCE South 54°22'22" West, 143.44 feet;

THENCE South 05°04'31" East, 224.75 feet;

THENCE South 84°55'29" West, 2.50 feet;

THENCE South 05°04'31" East, 159.92 feet;

THENCE South 18°29'56" West, 90.49 feet;

THENCE South 44°55'09" West, 137.92 feet;

THENCE South 26°12'56" West, 273.66 feet;

THENCE South 02°00'01" West, 152.48 feet;

THENCE South 15°15'54" West, 147.42 feet;

THENCE South 53°44'23" West, 351.44 feet;

THENCE North 88°46'45" West, 612.77 feet;

THENCE South 64°58'47" West, 348.04 feet;

THENCE South 40°47'57" West, 23.87 feet

THENCE continuing North 87°10'39" West, 20.45 feet to the POINT OF BEGINNING and containing 77,803 square feet or 1.79 acres, more or less.

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.

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.

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 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 the 19th day of DECEMBER, 2022.

Markham Residential Owner, LLC

BY:

Jeremy Hudson manager
(Please print or type Name and Title)

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 Jeremy Hudson, to me well known as the person who executed the foregoing document, and who stated and acknowledged that he/she is the Manager of Markham Residential Owner, LLC, and is duly authorized in his/her capacities to execute the foregoing instrument for and in the name and behalf of said corporation, and further stated and acknowledged that he/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 19th day of DECEMBER, 2022.

MY COMMISSION EXPIRES:

8/2/2032

Kelly Hudson
Notary Public

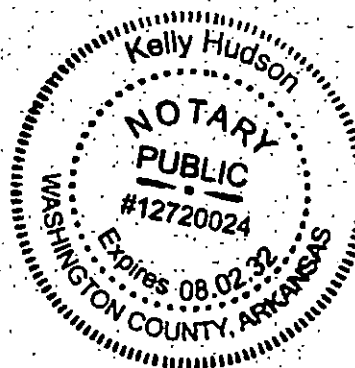


EXHIBIT "A"

UTILITY EASEMENT DESCRIPTION

A 1.79-acre utility easement being a portion of Tracts 4 & 6 of the Property Line Adjustment and Plat of the land situated in the Northeast Quarter (NE1/4) of the Southeast Quarter (SE1/4) and the Southeast Quarter (SE1/4) of the Northeast Quarter (NE1/4) of Section 18, and the Southwest Quarter (SW1/4) of the Northwest Quarter (NW1/4) of Section 17, all being in Township 16 North, Range 30 West, Washington County, Arkansas as recorded in File #024A-00000237, being known as Markham Residential Owner, LLC as recorded in Deed Book 2019, Page 19034, and being described by metes and bounds as follows:

BEGINNING at a 2-inch aluminum cap LS1507 found on the northeast right-of-way line of S. Futrall Dr., North 20°45'32" West, 56.75 feet;
THENCE leaving said right-of-way line, South 70°45'38" East, 44.95 feet;
THENCE North 64°58'47" East, 357.32 feet;
THENCE South 88°46'45" East, 610.11 feet;
THENCE North 53°44'23" East, 329.47 feet;
THENCE North 36°15'37" West, 5.00 feet;
THENCE North 53°44'23" East, 11.06 feet;
THENCE North 15°15'54" East, 127.75 feet;
THENCE North 02°00'01" East, 154.93 feet;
THENCE North 26°12'56" East, 283.14 feet;
THENCE North 44°55'09" East, 135.53 feet;
THENCE North 18°41'44" East, 80.01 feet;
THENCE North 05°04'31" West, 398.03 feet;
THENCE North 54°22'22" East, 168.26 feet;
THENCE South 75°58'44" East, 313.26 feet to the east boundary line of said tract 4, being the west boundary line of tract 1 of said plat;
THENCE with said common boundary line, South 02°09'15" West, 28.10 feet;
THENCE leaving said common boundary line, North 75°58'44" West, 303.03 feet;
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THENCE South 18°29'56" West, 90.49 feet;
THENCE South 44°55'09" West, 137.92 feet;
THENCE South 26°12'56" West, 273.66 feet;
THENCE South 02°00'01" West, 152.48 feet;
THENCE South 15°15'54" West, 147.42 feet;
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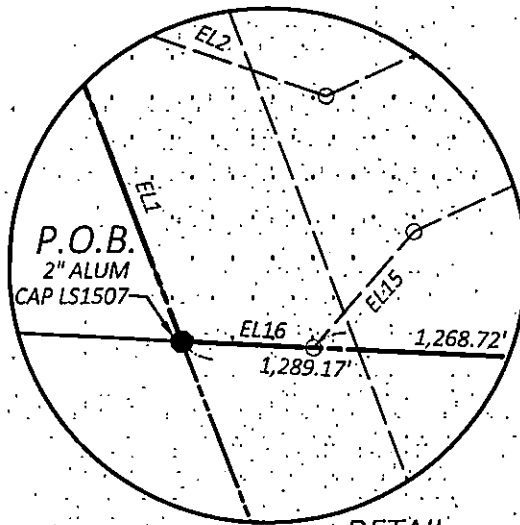
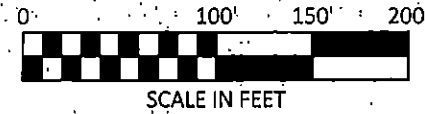
THENCE South 64°58'47" West, 348.04 feet;

THENCE South 40°47'57" West, 23.87 feet

THENCE continuing North 87°10'39" West, 20.45 feet to the POINT OF BEGINNING and containing 77,803 square feet or 1.79 acres, more or less.

NOTE:

It is to be understood that this sketch is descriptive only of the size, shape and location of the easement and does not constitute a plat or survey of the Grantors' property.



DETAIL
Scale: 1" = 30'

NE 1/4, SE 1/4
SECTION 18
T16N, R30W

TRACT 6
FILE #024A-00000234

PARCEL #765-14595-000
MARKHAM RESIDENTIAL OWNER, LLC
DEED BK. 2019, PG. 19034

CITY OF FAYETTEVILLE
25' SANITARY SEWER ESMT
BK. 1053, PG. 633

CITY OF FAYETTEVILLE
25' SANITARY SEWER ESMT
BK. 1022, PG. 729

S88°46'45"E 610.11'

N88°46'45"W 612.77'

UTILITY EASEMENT
PER THIS DOCUMENT
77,803 SQ. FT. ± OR 1.79 AC. ±

MATCHLINE "A"

MATCHLINE "B"

1,268.72'
N87°10'39"W 1,289.17'

PARCEL #765-14618-000
BARNES FAMILY TRUST
C/O STEVE BARNES
DEED BK. 2002, PG. 28098

S. FUTRALL DR.
1-49

2" ALUMINUM CAP
LS1507

P.O.B.
2" ALUMINUM CAP
LS1507

DETAIL



CEI ENGINEERING ASSOCIATES, INC.
3108 SW REGENCY PKWY
BENTONVILLE, AR 72712
PHONE: (479) 273-9472
FAX: (479) 273-0844
CORPORATE TOLLS FIRM #10031500

3030 LBJ FREEWAY, SUITE 100
DALLAS, TX 75234
PHONE: (972) 488-3737
FAX: (972) 488-6732
BRANCH TOLLS FIRM #10194234

Utility Easement Exhibit
Markham Residential Owner, LLC
S. Futrall Dr.
City of Fayetteville, Washington County, Arkansas

PROFESSIONAL OF RECORD	JKB
DESIGNER	TLP
FIELD WORK	JCF
CEI PROJECT NUMBER	32033
DATE	10/25/2022
REVISION	REV-0

Exhibit "B"

SHEET TITLE

SHEET NUMBER

1 OF 5

\\JAWING\LOCATION - S:\32000\32033\DRAWINGS SURVEY\CEI\TYT\WORKING\32033\1\EX.DWG - SAVED BY: TPRIVETT



Utility Easement Exhibit
Markham Residential Owner, LLC
S. Futrell Dr.
City of Fayetteville, Washington County, Arkansas

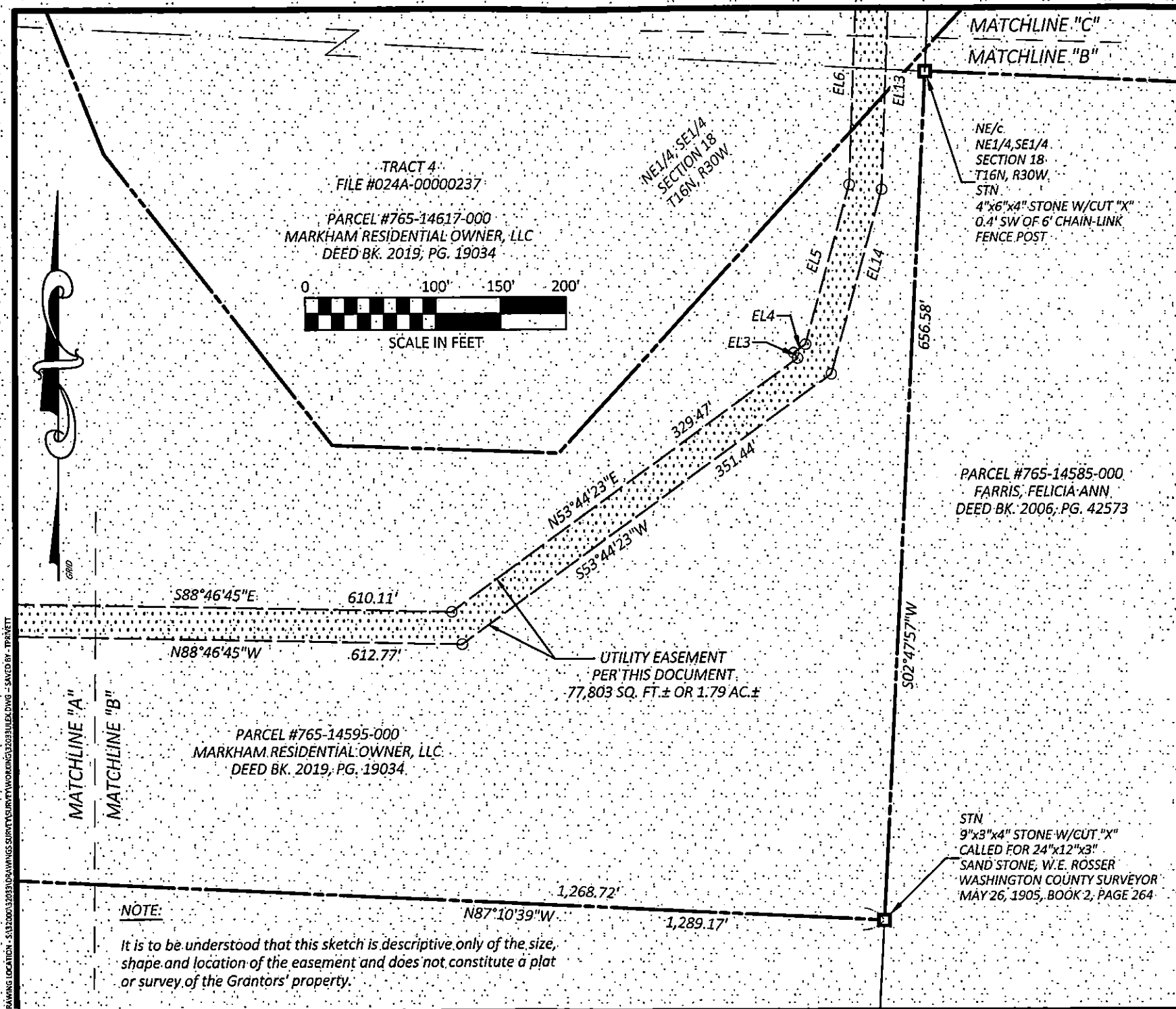
PROFESSIONAL OF RECORD	JR
DESIGNER	TL
FIELD WORK	JO
CEI PROJECT NUMBER	3203
DATE	10/25/202
REVISION	REV-4

Exhibit "B"

SHEET TITLE

SHEET NUMBER:

2 OF 5



NOTE:

It is to be understood that this sketch is descriptive only of the size, shape and location of the easement and does not constitute a plat or survey of the Grantors' property.

TRACT 4
FILE #024A-00000237
PARCEL #765-14617-000
MARKHAM RESIDENTIAL OWNER, LLC
DEED BK. 2019; PG. 19034

TRACT 4
FILE #024A-000002
PARCEL #765-14536
MARKHAM RESIDENTIAL OWNER, LLC
DEED BK. 2019; PG. 1

SW1/4, NW1/4
SECTION 17
T16N, R30W

UTILITY EASEMENT
PER THIS DOCUMENT
77,803 SQ. FT. ± OR 1.79 AC. ±

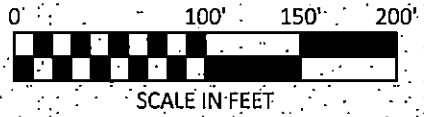
PARCEL #765-14548-007
MARKHAM RESIDENTIAL OWNER, LLC
DEED BK. 2019; PG. 19034

SE1/4, NE1/4
SECTION 18
T16N, R30W

NE1/4, SE1/4
SECTION 18
T16N, R30W

MATCHLINE "C"
MATCHLINE "B"

NE/c
NE1/4, SE1/4
SECTION 18
T16N, R30W
STN
4"x6"x4" STONE W/CUT "X"
0.4' SW OF 6' CHAIN-LINK



DRAWING LOCATION - S:\32000\32033\DRAWINGS\SURVEY\WORK\ING\32033\ULEX.DWG - SAVED BY: TRIVETT

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CEI ENGINEERING ASSOCIATES, INC.
1500 WEST 10TH AVE
BUNTOWVILLE, MO 64737
PHONE: (636) 275-5472
FAX: (636) 275-0844
CORPORATE TEL: (636) 275-0844
9090 61st HIGHWAY, SUITE 100
DALLAS, TX 75234
PHONE: (972) 488-3737
FAX: (972) 488-0700
BRANCH TEL: (972) 488-0700

Utility Easement Exhibit
Markham Residential Owner, LLC
S. Futrell Dr.
City of Fayetteville, Washington County, Arkansas

Exhibit "B"

SHEET TITLE		SHEET NUMBER
PROFESSIONAL OF RECORD	JKB	3 OF 5
DESIGNER	TLP	
FIELD WORK	JCF	
CEI PROJECT NUMBER	32033	
DATE	10/25/2022	
REVISION	REV-0	

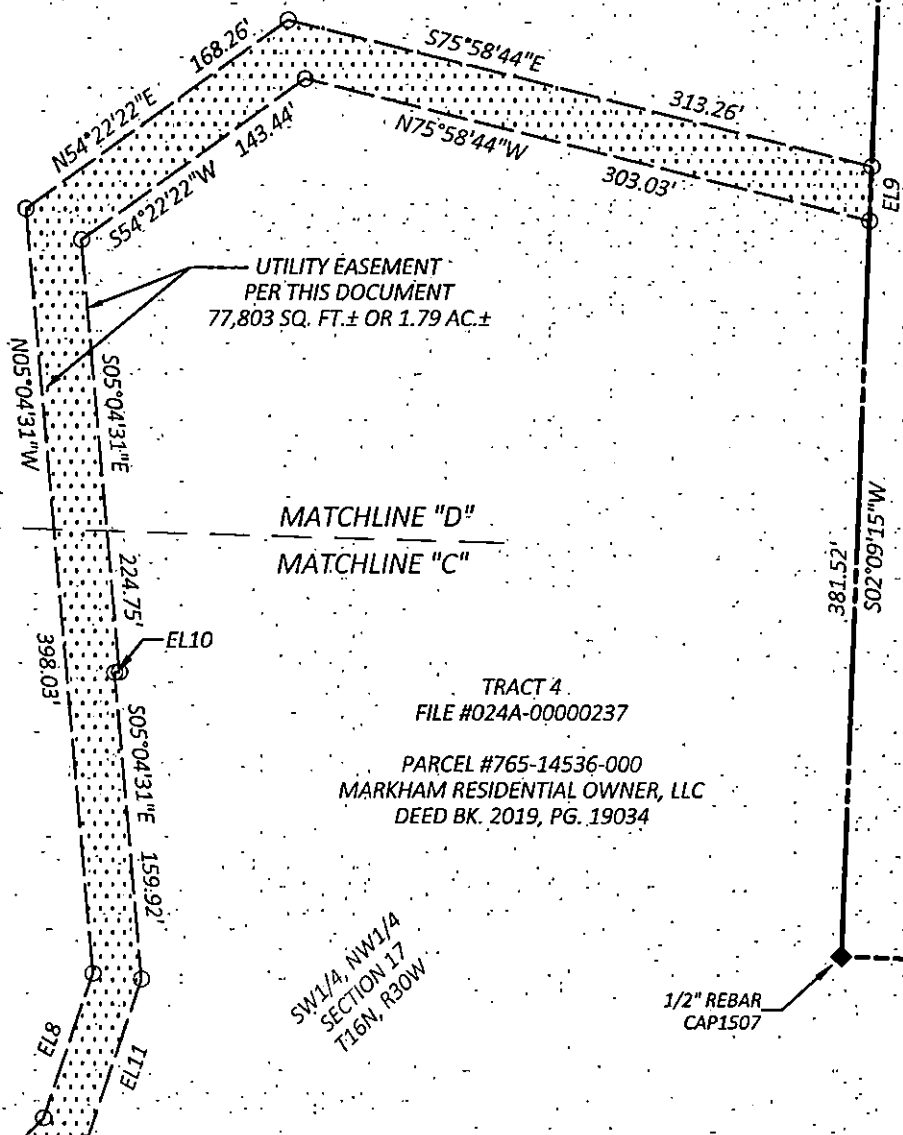
NOTE:

It is to be understood that this sketch is descriptive only of the size, shape and location of the easement and does not constitute a plat or survey of the Grantors' property.



SW1/4, NW1/4
SECTION 17
T16N, R30W

1/2" REBAR



TRACT 1
FILE #024A-00000237

PARCEL #765-14548-000
MARKHAM HOSPITALITY OWNER, LLC
DEED BK. 2019, PG. 19027

MATCHLINE "D"
MATCHLINE "C"

TRACT 4
FILE #024A-00000237

PARCEL #765-14536-000
MARKHAM RESIDENTIAL OWNER, LLC
DEED BK. 2019, PG. 19034

SW1/4, NW1/4
SECTION 17
T16N, R30W

1/2" REBAR
CAP1507

DRAWING LOCATION: S:\2023\0223\DRAWINGS SURVEY\WORKING\0223\0223\0223.DWG - SAVID BY: TPVETT

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CEI ENGINEERING ASSOCIATES, INC.
1000 W. REGENT DRIVE
BENTONVILLE, AR 72712
PHONE: (479) 275-5472
FAX: (479) 275-5473
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3030 181/2 FREWAY, SUITE 100
DALLAS, TX 75234
PHONE: (214) 721-4853
BRANCH: (214) 721-4853

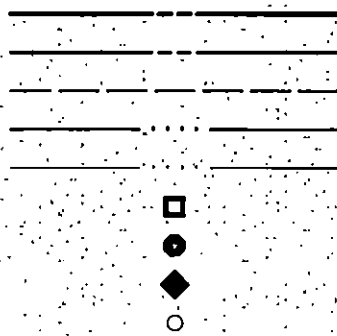
Utility Easement Exhibit.
Markham Residential Owner, LLC
S. Futrell Dr.
City of Fayetteville, Washington County, Arkansas.

Exhibit "B"

SHEET TITLE		SHEET NUMBER	
PROFESSIONAL OF RECORD	SEB		
DESIGNER	TLP		
FIELD WORK	JCF		
CEI PROJECT NUMBER	32033		
DATE	10/25/2022		
REVISION	REV-0		

4 OF 5

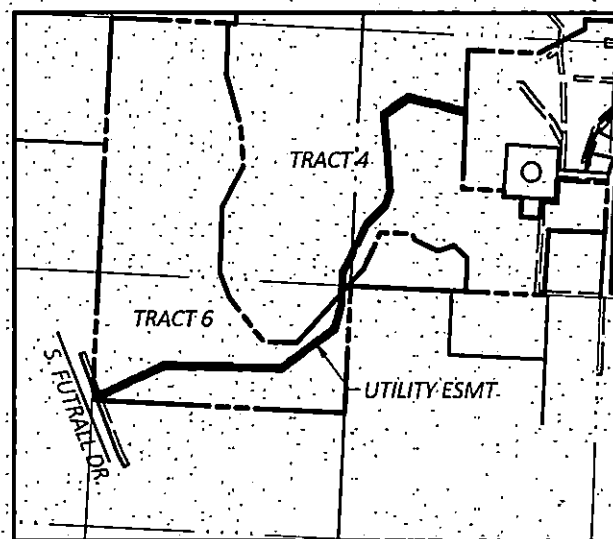
Legend



Boundary Line
Adjoining Boundary Line
Easement Line
Section Line
Section Line (1/4)
Found Stone (As Noted)
Found Aluminum Cap (As Noted)
Found Monument (As Noted)
Bearing & Distance Change

Easement Line Table		
LINE	BEARING	DISTANCE
EL1	N20°45'32"W	56.75'
EL2	S70°45'38"E	44.95'
EL3	N36°15'37"W	5.00'
EL4	N53°44'23"E	11.06'
EL5	N15°15'54"E	127.75'
EL6	N02°00'01"E	154.93'
EL7	N44°55'09"E	135.53'
EL8	N18°41'44"E	80.01'

Easement Line Table		
LINE	BEARING	DISTANCE
EL9	S02°09'15"W	28.10'
EL10	S84°55'29"W	2.50'
EL11	S18°29'56"W	90.49'
EL12	S44°55'09"W	137.92'
EL13	S02°00'01"W	152.48'
EL14	S15°15'54"W	147.42'
EL15	S40°47'57"W	23.87'
EL16	N87°10'39"W	20.45'



EASEMENT LOCATION DETAIL
Scale: 1" = 1000'



CEI ENGINEERING ASSOCIATES, INC.
3030 LBJ FREEWAY, SUITE 100
DALLAS, TX 75234
PHONE: (972) 271-5477
FAX: (972) 271-5478
CORPORATE TRAILS FROM #10031500
BRANCH TRAILS FROM #10194234

Utility Easement Exhibit
Markham Residential Owner, LLC
S. Futrell Dr.
City of Fayetteville, Washington County, Arkansas

Exhibit "B"

SHEET TITLE		SHEET NUMBER
PROFESSIONAL OF RECORD	JKB	
DESIGNER	TLP	
FIELD WORK	JCF	
CEI PROJECT NUMBER	32033	
DATE	10/25/2022	
REVISION	REV-0	

5 OF 5

Additional Information Received

Date Received: MM/DD/YYYY	01/13/2026
Time: 00:00 (AM/PM)	5:53 PM
From: Name & Title	Jonathan Curth, Development Services Director
To: Name & Title	City Council
Agenda Meeting Date: MM/DD/YYYY	01/20/2026
Civic Clerk Number: Ex. 2025-994	2025-2624
Forwarded to City Attorney's Office and Department Head	N/A

Upon recording return to:
Northwest Arkansas Land Trust
1725 Smokehouse Trail
Fayetteville, Arkansas 72701
479-966-4666


Doc ID: 021804650025 Type: REL
Kind: MISC
Recorded: 10/14/2024 at 04:20:42 PM
Fee Amt: \$135.00 Page 1 of 25
Washington County, AR
Kyle Sylvester Circuit Clerk
File **2024-00026866**

**GRANT OF CONSERVATION EASEMENT
AND DECLARATION OF COVENANTS**

THIS GRANT OF CONSERVATION EASEMENT AND DECLARATION OF COVENANTS (the "Conservation Easement" or "Easement") dated this 14th day of October, 2024 (the "Easement Date") by and between MARKHAM RESIDENTIAL OWNER LLC, an Arkansas limited liability company ("Owner"), which shall include any successor in interest to the Owner executing this Easement, and the NORTHWEST ARKANSAS LAND TRUST, an Arkansas non-profit corporation ("Holder"), for the purpose of forever conserving the Conservation Purposes of the Property (both hereinafter defined).

**ARTICLE I
BACKGROUND**

1.01 Defined Terms. Initially capitalized terms not defined in this Article I are defined in Article IX.

1.02 Protected Property. Owner owns in fee simple certain real property, more particularly described in Exhibit "A" attached hereto (the "Property").

1.03 Easement; Covenants.

(a) **Easement.** By this Easement, Owner grants and conveys to Holder an unconditional and perpetual easement upon the Property for the purpose of advancing the Conservation Purposes described below (the "Conservation Purposes"). The Conservation Easement empowers Holder to prevent and terminate activities, uses, and Improvements inconsistent with the Conservation Purposes. Article VI more fully describes the rights this Easement vests in Holder. It is the purpose of the Owner and Holder to avail themselves of the provisions of the Arkansas Conservation Easement Act, Ark. Code Ann. § 15-20-401 *et seq.*, without intending that the existence of this Conservation Easement be dependent on the continuing existence of that law.

(b) **Owner Covenants.** By this Easement, Owner, in furtherance of the Conservation Purposes, establishes covenants binding upon Owner's interest in the Property, which are set forth in Articles II through Article III. Article VII addresses potential violation of these covenants and remedies.

(c) **Holder Covenants.** By this Easement, Holder accepts the Conservation Easement and, in furtherance of the Conservation Purposes, establishes covenants binding upon Holder's easement interest in the Property, which are set forth in Article VI.

1.04 Easement Plan. Attached as Exhibit “B” is a graphic depiction of the Property subject to the Easement (the “**Easement Plan**”).

1.05 Conservation Purposes. The Conservation Purposes of this Conservation Easement are (i) to protect the “**Conservation Values**” (hereinafter defined and described), and other significant conservation interests (except to the extent it is necessary to impair such other conservation interests to protect the Conservation Values); and (ii) to limit the use of the Property to those uses and activities that are consistent with such Conservation Values and interests.

More specifically, the Conservation Values and related Conservation Purposes, include the following, and are further detailed in the Baseline Documentation Report described in Article I, Section 1.06.

(a) **Resource-Specific.**

(i) **Water Resources.** The Property is located in the West Fork White River watershed, which drains into Beaver Lake. Lands in the West Fork White River watershed are identified as a high priority for land conservation in the Beaver Lake Watershed Protection Strategy, approved by the U.S. Environmental Protection Agency. It is among the Conservation Purposes to maintain and improve the quality of water resources, both surface and groundwater, within, around, and downstream from the Property, particularly the protection of water quality of Beaver Lake, a Corps of Engineers impoundment that is a public source of drinking water and popular for boating, fishing and swimming.

(ii) **Biological Resources.** The Property includes approximately 39.67+/- acres of oak-hickory forest. It is among the Conservation Purposes to protect and improve the quality of relatively natural habitat of fish, wildlife, or plants, or similar ecosystems, including animals, fungi, other organisms, and particularly Native Species.

(iii) **Scenic Resources.** The public is afforded scenic views of the forested property from Interstate 49. It is among the Conservation Purposes to further the preservation of Open Space by protecting the scenic views of the Property visible from public rights-of-way and other public access points outside the Property.

(iv) **Ecosystem Services.** To contribute to the resiliency and functioning of natural processes important to human systems, to retain, detain, and disperse stormwater runoff, thus mitigating erosion and flooding downstream of the Property, and to sequester carbon in plants and soil to mitigate rising atmospheric carbon levels.

1.06 Baseline Documentation. The specific Conservation Values of the Property and its current use and state of Improvement are further documented in a Baseline Documentation Report (the “**Baseline Documentation Report**” or “**Report**”) prepared by Holder and to be kept at the principal office of Holder. As of the Easement Date, Owner and Holder have signed and acknowledged the Report to be complete and accurate as of the Easement Date. The Report

includes reports, maps, photographs, and other documentation, to be used by Holder to assure that any future changes in the use of the Property will be consistent with the terms of this Conservation Easement. Notwithstanding the foregoing, the Report shall not be used to preclude the use of other evidence to establish additional Conservation Value of the Property now or in the future. The Report is incorporated by reference herein as if restated in full.

1.07 Federal Tax Items. The undersigned Owner and Holder confirm that the Conservation Easement is not intended to be a qualified conservation contribution under the Code and Regulations.

1.08 Consideration. Owner acknowledges receipt, as of the Easement Date, of good and valuable consideration for this Easement, including, but in no way limited to, the public benefit obtained, the covenants set forth in Article IV, and perpetual satisfaction of the Conservation Purposes. Notwithstanding the foregoing, Owner has received no monetary or other tangible economic benefit from Holder in exchange for the donation of this Conservation Easement.

1.09 Superior to all Liens. Owner warrants to Holder that the Property is, as of the Easement Date, free and clear of Liens and mortgages or, if it is not, that Owner has obtained and recorded in the Public Records the legally binding subordination of the Liens affecting the Property as of the Easement Date.

ARTICLE II TRANSFER; SUBDIVISION

2.01 Prohibitions. Owner is prohibited from taking the following actions, except as may be specifically permitted in Section 2.02. Owner may not:

(a) **Transfer of Portion of Property.** Transfer any part of the Property separate from any other part of the Property;

(b) **Subdivision.** Change the boundary of the Property or Subdivide the Property;

(c) **Transfer of Density.** Use the acreage protected under this Easement to increase allowable density or intensity of development within the Property or outside of the Property; provided the following restriction in Section 2.01(c) will not limit, inhibit, or prevent the transfer of density to adjacent real estate (“**Markham Hill**”) as contemplated by and inherent in that certain Bill of Assurance dated September 18, 2018 by and between the City of Fayetteville and Specialized Real Estate Group, Inc. (“**Bill of Assurance**”) as further contemplated in that certain City of Fayetteville Ordinance 6095, passed and approved on October 2, 2018 and recorded in the Real Property Records of Washington County on June 24, 2019 as File 2019-00018266 (the “**Markham Ordinance**” and collectively with the Bill of Assurance, the “**Markham Rezoning**”);

(d) **Transfer of Rights.** Transfer of development rights or other rights granted or allocated to the Property in support of development outside the Property; provided the following

restriction in Section 2.01(d) will not limit, inhibit, or prevent the transfer of development rights or other rights granted or allocated to the Property, specifically including but not limited to rights satisfying tree preservation obligations, to the adjacent property described in the Markham Rezoning.

(e) **Mining Prohibited.** There shall be no mining by surface, subsurface, or any other means anywhere on the Property.

2.02 Permitted Changes. Owner is permitted to undertake the following uses and activities on the Property:

(a) **Lots within Property.** Merge two (2) or more parcels into one (1), or, subject to Review, reconfigure of one (1) or more of the boundaries of such parcels, as long as the boundary of the Property as described in Exhibit "A" remains unchanged;

(b) **Transfer to Qualified Organization.** Subject to approval at the Holder's sole discretion, create and transfer a Lot to a Qualified Organization for park, nature preserve, public trail, or other conservation purposes approved by Holder; and

(c) **Transfer of Rights of Possession or Use.** Subject to Review, transfer of possession or use (but not ownership) of one or more portions of the Property for purposes permitted under, and subject to, compliance with the terms of this Easement.

(d) **Transfer of Certain Development Rights.** As contemplated by the exclusions set forth in Section 2.01(c) and Section 2.01(d) above, Owner intends to encumber the Property with additional tree preservation restrictions as development proceeds on the adjacent property described in the Markham Rezoning as described in Section 2.01(d).

2.03 Requirements.

(a) **Establishment of Lots for Transfer to Qualified Organization; Allocations.** Prior to transfer of a Lot following a Subdivision, Owner must (i) furnish Holder with the plan of Subdivision approved under Applicable Law and legal description of each Lot created or reconfigured by the Subdivision; (ii) mark the boundaries of each Lot with permanent markers; and (iii) allocate in a document recorded in the Public Records those limitations applicable to more than one Lot under this Easement. This information will become part of the Baseline Documentation Report incorporated into this Easement.

(b) **Amendment.** Holder may require Owner to execute an Amendment of this Easement to reflect a change to the description of the Property set forth in Exhibit "A," or other changes and allocations resulting from Subdivision, that are not established to the reasonable satisfaction of Holder by recordation in the Public Records of the plan of Subdivision approved under Applicable Law.

ARTICLE III RESERVED USES AND ACTIVITIES

3.01 Improvements. Improvements within the Property are prohibited except as permitted in this Section 3.01.

(a) **Existing Improvements.** Existing Improvements, identified in "Exhibit B" and the Baseline Documentation Report, may be maintained, repaired, and replaced in their existing locations.

(b) **Existing Servitudes.** Improvements that Owner is required to allow because of an Existing Servitude are permitted.

(c) **Additional Improvements.** The following Additional Improvements are permitted:

(i) Fences and gates not to exceed five feet (5') in Height or such greater Height as is approved by Holder after for purposes of reasonable and customary access control and protection of resources. Fencing shall minimize adverse effects of fragmentation of habitat and facilitate the movements of wildlife across the Property;

(ii) Signs, other than Regulatory Signs, are limited to a maximum of eight (8) square feet per sign and a total of thirty-two (32) square feet for the entire Property;

(iii) Trails covered, if at all, by wood chips, gravel, or other highly porous surface. Trails must be designed for non-motorized use, must largely blend into natural surroundings and be located in a manner to control soil erosion, avoid damage to fragile plant communities and reduce the fragmentation of wildlife habitat;

(iv) Trail signs to mark the trail, to provide information regarding restrictions, and for interpretive purposes. Signage shall be unobtrusive in nature and planned with the express goal of minimizing impact to the vistas and Open Space nature of the Property.

(v) Benches, picnic tables, wastebaskets and bicycle racks, as may be deemed necessary. All other trail facilities are subject to Review and approval. The design, location and density of trail facilities shall be architecturally consistent with the natural setting of the Property and planned with the express goal of minimizing impact to ecologically significant areas and species of special concern, and ensuring the vistas and Open Space nature of the Property.

(vi) Habitat enhancement devices such as birdhouses and bat houses;

(vii) Subject to Review, footbridges, stream crossings, and stream access structures;

(viii) Wildlife viewing structures, such as viewing platforms and bird blinds;

(ix) Utility Improvements to service Improvements within and outside the Property. The final location of the Utility Improvement must be approved by the Holder before site work or construction begins.¹ Utility Improvements must be underground, or subject to Review, may be aboveground where it is not reasonably feasible to install them underground; and

(x) Subject to Review, the issuance of any access, utility, use or other easements, whether temporary or permanent, which may be necessary to grant third-parties or the public, as applicable, access to the Property for the purpose of constructing, installing, maintaining, using, or accessing any of the Improvements which are permitted under this Article III.

3.02 Activities and Uses. Activities and uses are prohibited except as permitted below in this Section 3.02 and provided in any case that: (i) the intensity or frequency of the activity or use does not materially and adversely affect maintenance or attainment of Conservation Purposes, and (ii) no Invasive Species are introduced.

(a) **Existing Servitudes.** Activities and uses that Owner is required to allow because of an Existing Servitude are permitted.

(b) **Resource Management and Disturbance.** The following activities and uses are permitted:

(i) **Forestry Activities.** Sustainable Forestry is permitted in accordance with a Resource Management Plan approved by Holder after Review. Sustainable Forestry includes managing forested land by selective cutting, pruning, and planting, including control of active fire, and prevention of fire or disease. Owner may cut or remove trees without a Resource Management Plan, but only if the aggregate bark diameter of stumps (one foot above the ground on the uphill side) does not exceed 200 inches per year. All such forest management activities shall be conducted in accordance then current Best Management Practices published by the Arkansas Forestry Commission, or a future equivalent approved by Holder and by using silviculture methods designed to retain the natural forested character of the area. In addition, all activities must follow the following forest management guidelines:

(A) Maintain and/or foster vertical and age diversity of forest stands;

(B) Minimize disturbance to naturally occurring seedlings and saplings as necessary to assure adequate regeneration of native species;

(C) Preserve intact, fully functional riparian areas and wetlands;

(D) Maintain adequate vegetated buffers along streams, vernal pools, waterbodies, and wetlands in order to provide shading and prevent erosion;

- (E) Foster Native Species to the area and soils;
 - (F) Protect the hydrological systems, especially surface water bodies and fish passage;
 - (G) Avoid disturbance to known threatened, rare or endangered plant or animal species and their habitat; and
 - (H) Minimize disturbance to organic and mineral soils on the Property by conducting harvesting and removal on stable ground.
- (ii) Construction or other disturbance of resources, including cutting of trees, only to the extent reasonably prudent to remove, mitigate, or warn against an unreasonable risk of harm to Persons, their belongings, or health of Native Species on or about the Property. Owner must take such steps as are reasonable under the circumstances to consult with Holder prior to taking actions that, but for this provision, would not be permitted or would be permitted only after Review. Removal of Invasive Species is permitted;
 - (iii) Planting, replanting, and maintaining Native Species;
 - (iv) Subject to Review, removal of vegetation to accommodate replanting as permitted in this article.
 - (v) Construction of permitted Improvements with prompt restoration of soil and vegetation disturbed by such activity;
 - (vi) Vehicular use in the case of emergency and in connection with activities or uses permitted under this subsection;
 - (vii) Application of manure and plant material, both well composted, and, subject to compliance with manufacturer's recommendations, other substances to promote the health and growth of vegetation. These permitted substances do not include sewage sludge, industrial sludge, biosolids, septic system sludge or effluent, and related substances;
 - (viii) Piling of brush and other vegetation to the extent reasonably necessary to accommodate permitted activities or uses;
 - (ix) Owner may permit or host special events of short duration so long as such events do not diminish or impair the Conservation Values of the Property, as determined in Holder's sole discretion.
 - (x) Other activities that Holder, without any obligation to do so, determines are consistent with maintenance or attainment of Conservation Purposes and are conducted in

accordance with a Resource Management Plan or other plan approved for that activity after Review.

(c) **Recreation and Education.** Recreational, educational, and scientific research activities are permitted that do not require Improvements other than walking or biking trails and do not materially or adversely affect maintenance or attainment of Conservation Purposes. Examples of such activities include the following: (i) walking, biking, bird watching, and nature study; and (ii) wildlife research consistent with and in furtherance of the Conservation Purposes. Recreational use of motorized vehicles (for example, ATV's) is prohibited.

(d) **Mining Prohibited.** There shall be no mining by surface, subsurface, or any other means on the Property.

ARTICLE IV

This Article is intentionally omitted.

ARTICLE V

This Article is intentionally omitted.

ARTICLE VI

RIGHTS AND DUTIES OF HOLDER AND BENEFICIARIES

6.01 Holder Covenants. In support of the Conservation Purposes, Holder declares the following covenants binding upon its easement interest in the Property:

(a) **Exercise of Powers.** Holder must exercise the powers granted to it by this Easement to prevent and terminate activities, uses, and Improvements of the Property inconsistent with the Conservation Purposes;

(b) **Must be Qualified Organization.** Holder must be and remain at all times a Qualified Organization and must not transfer this Conservation Easement or otherwise assign its rights or responsibilities under this Easement to a Person other than a Qualified Organization committed to upholding the Conservation Purposes; and

(c) **Proceeds Used for Conservation Purposes.** Holder must use any funds received on account of the release, termination or extinguishment of the Conservation Easement in whole or in part in furtherance of its charitable conservation purposes;

6.02 Rights and Duties of Holder. The items set forth below are both rights and duties vested in Holder by this Easement:

(a) **Protect in Perpetuity.** To protect the Conservation Purposes of the Property in perpetuity;

(b) **Enforcement.** To enter the Property to investigate a suspected, alleged or threatened violation of the provisions of this Easement and, if found, to enforce the terms of this Easement by exercising Holder's remedies in this Easement. No prior Notice to Owner is required for entry on the Property by Holder when Holder, in good faith, believes such entry is necessary to terminate a violation or prevent a threatened violation which would significantly impair any Conservation Value. However; Holder shall provide a written explanation to Owner of the reason for such entry and a description of any actions taken immediately after such entry

(c) **Inspection.** To enter and inspect the Property for compliance with the requirements of this Easement in a reasonable manner and at reasonable times;

(d) **Review.** To exercise rights of Review in accordance with the requirements of this section; and

(e) **Interpretation.** To interpret the terms of this Easement and, at the request of Owner, furnish Holder's explanation of the application of such terms to then-existing, proposed, or reasonably foreseeable conditions within the Property.

6.03 Amendment and Holder's Discretionary Approval Background. Owner and Holder have determined, in good faith, the limitations of any permissible modifications hereto. Owner and Holder recognize that natural conditions, landscapes, uses and technologies change over time. Holder and Owner recognize that unforeseen or changed future circumstances may arise which makes it beneficial or necessary to take certain action in order to ensure the continued protection of the Conservation Purposes of the Property and to guaranty the perpetual nature of this Conservation Easement. Additional proposed activities may require the exercise of discretion by Holder, as further described below. This section therefore ensures that the Holder protects the Conservation Purposes of the Property in perpetuity.

(a) **Purpose.** This Easement may not be amended without the joint written consent of both Holder and Owner. Holder has no obligation to agree to any modification of this Easement. No modification shall adversely affect the perpetual duration of this Easement or the perpetual protection of its Conservation Purposes.

(b) **Amendment Requirements.** Holder shall not consent to any amendment of this Easement unless Owner submits a written request for Amendment pursuant to Holder's existing amendment policy and such proposed Amendment qualifies under Holder's policy then in effect respecting conservation easement amendments. The effect of such Amendment shall enhance, or at least be neutral with respect to the Conservation Purposes of this Easement, shall comply with Code section 170(h) and any regulations promulgated pursuant to such section, shall comply with all applicable federal, state and local laws, shall be consistent with Holder's public mission, shall not jeopardize the Holder's tax-exempt status or status as a charitable organization under federal or state law, and shall not result in private inurement or confer impermissible private benefit. Owner and Holder may amend this Easement to be more restrictive to comply with the provisions of Code Section 2031(c). Holder may require subordination of any Lien as a condition of permitting any substantive amendment to this Easement.

(c) **General.** Holder and Owner shall have no power or right to agree to any activity, use or structure that would (i) result in the extinguishment in full of this Easement; (ii) adversely affect the perpetual nature of this Easement; (iii) adversely affect the qualification of this Easement or the status of Holder under any applicable laws, including Code Sections 170(h), 501(c)(3), and the laws of the State of Arkansas; or (iv) result in either impermissible private benefit or inurement to any party. For purposes of this section, the terms impermissible private benefit and inurement shall have the same meanings ascribed to them in Code section 501(c)(3) and associated Treasury Regulations. Any modification that results in a partial extinguishment with the exception of corrections and clarifications of boundary disputes, legal descriptions and internal use demarcations, and any other *de minimis* modification, shall follow any applicable state laws regarding approvals.

(d) **Discretionary Acts.** Subject to the conditions and circumstances set forth below, Holder may consent to activities, structures or uses, issue waivers or licenses, or otherwise exercise discretion where the Easement is silent or ambiguous. Because of unforeseen or changed circumstances, if an activity, structure or use that is not expressly permitted under this Easement is deemed beneficial or necessary by Owner, Owner may request, and Holder may in its sole discretion grant, permission for such activity, structure or use without resorting to the formalities of Holder's amendment policy and process, subject to the following limitations: (i) such request for Holder's consent shall be made in writing and shall describe the proposed activity or use in sufficient detail to allow Holder to evaluate the consistency of the proposed activity with the preservation and protection of the Conservation Purposes; (ii) Holder may grant its consent only if it determines, in its sole discretion, that (A) the performance of such activity is, in fact, beneficial or necessary; and (B) such activity (x) shall not result in private inurement or confer impermissible private benefit, (y) results in neutral or enhanced Conservation Purposes of this Easement, and (z) does not violate the terms of this Easement. Owner shall not engage in the proposed activity or use unless and until Owner receive Holder's approval in writing..

(e) **Costs.** If Owner is the party requesting an Amendment of, or discretionary approval pursuant to, this Easement, Owner shall be responsible for all reasonable and customary fees and costs related to Holder's evaluation of said request and an Amendment's execution, including reasonable attorney's fees and costs, staff, contractor, legal, expert, consultant fees and costs, and any costs associated with any updated Baseline Documentation Report prepared pursuant to the provisions of this Section.

(f) **Updated Baseline Documentation.** In the event Owner and Holder agree to an amendment or discretionary approval pursuant to this section that results in alterations to the Property, then the Baseline Documentation Report shall be supplemented appropriately to reflect the scope, scale and intensity of the alterations. The supplement shall be acknowledged by Owner and Holder to memorialize the condition of the Property as of the date of the Amendment or discretionary approval.

(g) **Recording.** Owner and the Holder shall execute any Amendment approved after following the procedures in this Section, and the revised document shall be recorded in the Public Records.

(h) **Form.** Any modification that the parties determine to be beneficial or necessary shall be in the form of either (i) an Amendment, in the case of a permanent modification of this Easement, including but not by way of limitation, a clerical or technical correction or modification of a reserved right; or (ii) a discretionary approval, waiver or consent in the case of a temporary activity or impact relating to the maintenance or management of the Property which does not require a permanent modification of the Easement. All Amendments and discretionary actions shall be subject to this section. Nothing in this section, however, shall require Owner or Holder to agree to any amendment or discretionary approval, consent, or waiver.

6.04 Other Rights of Holder. The items set forth below are also rights vested in Holder by this Easement. However, Holder, in its discretion, may or may not exercise them:

(a) **Signs.** To install one or more signs within the Property identifying the interest of Holder or Beneficiaries in the Conservation Easement. However, such signs will not reduce the number or size of signs permitted to Owner under this Easement. Signs are to be of the customary size installed by Holder, as the case may be, and must be installed in locations readable from the public right-of-way and otherwise reasonably acceptable to Owner.

(b) **Proceedings.** To assert a claim, defend, intervene in, or appeal, any proceeding under Applicable Law that (1) pertains to the impairment of Conservation Values; or (2) may result in a transfer, Improvement or use that violates the terms of this Easement.

6.05 Review. The following provisions are incorporated into any provision of this Easement that is subject to Review:

(a) **Notice to Holder.** At least 30 days before Owner intends to begin or allow an Improvement, activity, or use that is subject to Review, Owner must Notify Holder of the proposed activity or use, including with the Notice such information as is reasonably sufficient to comply with Review Requirements and otherwise describe the proposal and its potential impact on the Conservation Purposes, and (2) receive Holder's approval therefor.

(b) **Notice to Owner.** Upon receipt of Owner's Notice, Holder must review the proposed activity or use, and Notify Owner of Holder's determination to (i) accept Owner's proposal in whole or in part; (ii) reject Owner's proposal in whole or in part; (iii) accept Owner's proposal conditioned upon compliance with conditions imposed by Holder; (iv) reject Owner's proposal for insufficient information upon which to base a determination; or (v) or reject Owner's proposal for inconsistency with the Conservation Purposes. If Holder gives conditional acceptance under clause (iii), commencement of the proposed activity, or use constitutes acceptance by Owner of all conditions set forth in Holder's Notice.

(c) **Time for Review.** If requested by Owner, Holder must furnish its estimate of the time required to review the proposed change and use its best efforts and due diligence to Notify Owner of its determination within this time period. Otherwise, Holder must make its determination within thirty (30) days following receipt of Owner's Notice to Holder.

(d) **Failure to Notify.** If Holder fails to Notify Owner as required in the preceding subsection, the proposal set forth in Owner's Notice is deemed disapproved. Because such disapproval is not a decision on the merits by the Holder, it is not final or binding on the Holder and the Owner can re-submit the same or a similar request for approval. Nevertheless, Owner may not undertake any activity or use for which approval has been requested until approval pursuant to this Section 4.05 has been granted by Holder.

(e) **Reasonableness Standard.** Upon review, the phrase "unless Holder, without any obligation to do so," in relation to an approval or determination by Holder, means that, in that particular case, Holder's approval is wholly discretionary. Holder's approval is not to be unreasonably withheld. It is reasonable for Holder to disapprove a proposal that may adversely affect natural resources described in the Conservation Purposes or that is otherwise inconsistent with maintenance or attainment of Conservation Purposes. Owner and Holder shall act in good faith, shall follow a reasonableness standard; shall use their best efforts to act in a timely manner in any determinations that are necessary or are contemplated to be made (either separately or jointly) under this Conservation Easement; shall cooperate with one another; and shall take all other reasonable action suitable to these ends.

6.06 Costs and Expenses. Owner must pay or reimburse Holder's costs and expenses (including Losses, Litigation Expenses, allocated personnel costs, and reasonably incurred liabilities) in connection with: (a) enforcement (including exercise of remedies) under the terms of this Easement; and (b) response to requests by Owner for Amendment of this Easement. Owner may, before commencement of Holder's services, request an estimate of the costs and expenses Holder anticipates to incur in responding to Owner's request for any Amendment of this Easement. Owner is not responsible to reimburse costs and expenses arising from Holder's response to an inquiry or request by a Person other than Owner without Owner's approval.

ARTICLE VII. VIOLATION; REMEDIES

7.01 Violation. If Holder determines that the terms of this Easement are violated, or that a violation is threatened or imminent, then the provisions of this section apply:

(a) **Notice.** Holder must Notify Owner of the violation or threatened violation of which it is aware. Holder's Notice may include its recommendation of measures Owner must take to cure the violation and restore features of the Property damaged or altered as a result of the violation.

(b) **Opportunity to Cure.** Owner's cure period expires thirty (30) days after the date of Holder's Notice to Owner subject to extension for the time reasonably necessary to cure, but only if all of the following conditions are satisfied:

(i) Owner ceases the activity constituting the violation or threatened violation promptly upon receipt of Holder's Notice;

(ii) Owner and Holder agree, within the initial 30-day period, upon the measures Owner will take to cure the violation;

(iii) Owner commences to cure within the initial 30-day period; and

(iv) Owner continues thereafter to use best efforts and due diligence to complete the agreed upon cure.

(c) **Imminent Harm.** No Notice or cure period is required if circumstances require prompt action to prevent or mitigate irreparable harm to or alteration to a natural resource or other feature of the Property described in the Conservation Purposes and Conservation Values.

7.02 Remedies. Upon expiration of the cure period (if any) described in the preceding section, and failing correction of the violation by Owner as provided above, Holder, as its sole and exclusive remedies, may do one or more of the following:

(a) **Injunctive Relief.** Seek injunctive relief to specifically enforce the terms of this Easement, to restrain present or future violations of the terms of this Easement, and/or to compel restoration of resources destroyed or altered as a result of the violation;

(b) **Civil Action.** Recover from Owner or other Persons responsible for the violation all sums owing to Holder under applicable provisions of this Easement together with interest thereon from the date due at the Default Rate. These monetary obligations include, among others, Losses and Litigation Expenses; and

(c) **Statutory.** Bring a private right of action pursuant to the Arkansas Conservation Easement enforcement provision found at Ark. Code Ann. § 15-20-409, including all remedies available pursuant to that law.

7.03 Modification or Termination. If the Conservation Easement is or is about to be modified or terminated by exercise of the power of eminent domain (condemnation) or adjudication of a court of competent jurisdiction sought by a Person other than Holder, the following provisions apply:

(a) **Compensatory Damages.** Holder is entitled to collect from the Person seeking the modification or termination, compensatory damages in an amount equal to the increase in Market Value of the Property resulting from the modification or termination plus reimbursement of Litigation Expenses as if a violation had occurred. In the event of an extinguishment of the Conservation Easement, Holder is entitled to the greater of the compensation provided under this section or the compensation provided under any other provision of this Easement; and

(b) **Restitution.** Holder is entitled to recover from the Person seeking the modification or termination: (i) restitution of amounts paid for this Easement (if any) and any other sums invested in the Property for the benefit of the public as a result of rights vested by this Easement, plus (ii) reimbursement of Litigation Expenses.

7.04 Remedies Cumulative. The description of Holder's remedies in this Article VII does not preclude Holder from exercising any other right or remedy that may at any time be available to Holder under this article or Applicable Law. If Holder chooses to exercise one remedy, Holder

may nevertheless choose to exercise one or more of the other rights or remedies available to Holder at the same time or at any other time.

7.05 Waivers. Holder in its discretion may provide a Waiver if Holder determines that the Waiver will have no material effect on the Conservation Purposes. If Holder does not exercise a right or remedy when it is available to Holder, that is not to be interpreted as a Waiver of any non-compliance with the terms of this Easement or a Waiver of Holder's rights to exercise its rights or remedies at another time.

7.06 No Fault of Owner. Holder may waive its right to reimbursement under this Article VII as to Owner (but not other Persons who may be responsible for the violation) if Holder is reasonably satisfied that the violation was not the fault of Owner and could not have been anticipated or prevented by Owner by reasonable means.

7.07 Multiple Owners.

(a) **Liability of Owners of Different Portions of the Property.** If different Persons own portions of the Property, only Owners of the portion with respect to which a violation has occurred, or is threatened, will be held responsible for the violation or threatened violation.

(b) **Liability of Owners of a Single Portion of the Property.** If more than one Person owns of a portion of the Property with respect to which a violation has occurred, or is threatened, all of the Persons who are Owners of such portion may be held jointly and severally liable for the violation regardless of the form of ownership.

**ARTICLE VIII
MISCELLANEOUS**

8.01 Notices.

(a) **Requirements.** Each Person giving any notice pursuant to this Conservation Easement (each a "Notice") must give the Notice in writing and must use one of the following methods of delivery: (i) personal delivery; (ii) certified mail, return receipt requested and postage prepaid; or (iii) nationally recognized overnight courier, with all fees prepaid. Each time the term "Notify" is used herein, it shall be deemed to refer to sending a Notice in accordance with this article.

(b) **Address for Notices.** Each Person giving a Notice must address the Notice to the appropriate Person at the receiving party at the address listed below or to another address designated by that Person by Notice to the other Person:

If to Owner: Markham Residential Owner LLC
417 M.L.K. Jr Blvd #230
Fayetteville, Arkansas 72701

If to Holder: Northwest Arkansas Land Trust
1725 S. Smokehouse Trail
Fayetteville, Arkansas 72701

8.02 Duty to update. Owner and Holder shall provide Notice to the other within thirty (30) days of a change in address specifying a new address for Notices.

8.03 Governing Law. The laws of the State of Arkansas, and the United States, govern this Easement.

8.04 Assignment and Transfer. Neither Owner nor Holder may assign or otherwise transfer any of their respective rights or duties under this Conservation Easement voluntarily or involuntarily, whether by merger, consolidation, dissolution, operation of law or any other manner except pursuant to the provisions of this Section 8.04. Any purported assignment or transfer in violation of this Section 8.04 is void.

(a) **Notice Required.** Not less than thirty (30) days prior to transfer of the Property or a Lot, or any portion thereof or interest therein, Owner must Notify Holder of the name(s) and address for Notice purposes of the Person who will become Owner following the transfer. At the time Holder is Notified of the transfer, Owner shall pay a \$10 transfer fee to Holder.

(b) **Prior to Transfer.** Owner authorizes Holder to (i) contact the Persons to whom the Property or Lot will be transferred and other Persons representing Owner or the prospective transferees to discuss with them this Easement and, if applicable, other pertinent documents; and (ii) enter the Property to assess compliance with this Easement.

(c) **Ending Continuing Liability.** If Holder is not notified per this Section's requirement, it is not the obligation of Holder to determine whether a violation first occurred before or after the date of the transfer. If Holder is not notified per this Section's requirement, the pre-transfer Owner continues to be liable on a joint and several basis with the post-transfer Owner for the correction of violations under this Easement until such time as Holder is given the opportunity to inspect and all violations noted in Holder's resulting inspection report are cured.

(d) **Subsequent Deeds and Transfers.** This Easement must be incorporated by reference in any deed or other legal instrument by which Owner conveys any interest in the Property, including without limitation, a leasehold or mortgage interest. The failure of Owner to perform any act required by this paragraph shall not impair the validity of this Easement or limit its enforceability in any way.

8.05 Burdens; Benefits. This Easement binds and benefits Owner and Holder and their respective personal representatives, successors, and assigns.

(a) **Binding on All Owners.** This Easement vests a servitude running with the land and binding upon Owner and, upon recordation in the Public Records, all subsequent Owners of the Property or any portion of the Property are bound by its terms whether or not Owners had

actual Notice of this Easement and whether or not the deed of transfer specifically referred to the transfer being under and subject to this Easement.

(b) **Rights Exclusive to Holder.** Except for rights of Beneficiaries (if any) under this Easement, only Holder has the right to enforce the terms of this Easement and exercise other rights of Holder. Owners of Lots within the Property do not have the right to enforce the terms of this Easement against Owners of other Lots within the Property. Only Owners of the Lot that is the subject of a request for Review, Waiver, Amendment, interpretation, or other decision by Holder have a right to Notice of, or other participation in, such decision.

8.06 Documentation Requirements.

(a) **Between Holder and Owner.** No Amendment, Waiver, approval after Review, interpretation, or other decision by Holder is valid or effective unless it is in writing and signed by an authorized signatory for Holder. This requirement may not be changed by oral agreement. The grant of an Amendment or Waiver in any instance or with respect to any Lot does not imply that an Amendment or Waiver will be granted in any other instance.

(b) **Between Holder and Assignee.** Any assignment of Holder's rights under this Easement, if otherwise permitted under this Easement, must be in a document signed by both the assigning Holder and the assignee Holder. The assignment document must include a covenant by which the assignee Holder assumes the covenants and other obligations of Holder under this Easement. The assigning Holder must deliver the Baseline Documentation Report and such other documentation in Holder's possession reasonably needed to uphold the Conservation Purposes.

8.07 Severability. If any provision of this Conservation Easement is determined to be invalid, illegal or unenforceable, the remaining provisions of this Conservation Easement remain valid, binding and enforceable. To the extent permitted by Applicable Law, the parties waive any provision of Applicable Law that renders any provision of this Conservation Easement invalid, illegal or unenforceable in any respect.

8.08 Counterparts. This Conservation Easement may be signed in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one document.

8.09 Owner Indemnity. Owner must indemnify and defend the Holder Indemnified Parties against all Losses and Litigation Expenses arising out of or relating to:

- (a) Owner's breach or violation of this Easement;
- (b) A violation or alleged violation of Applicable Law;
- (c) Personal injury (including death) and on or about the Property, if and to the extent not caused by the intentional acts or omissions of a Holder Indemnified Party;
- (d) Loss of personal property or belongings occurring on the Property, if and to the extent not caused by the intentional acts or omissions of a Holder Indemnified Party; and

(e) Damage to real property, including any deposit, release, remediation, or removal of any substances regulated by Environmental Laws on the Property, if and to the extent not caused by the intentional acts or omissions of a Holder Indemnified Party. Owner acknowledges that, under no circumstance, shall this Conservation Easement be construed or otherwise interpreted to qualify Holder as an owner or operator with respect to the Property within the meaning of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA"), or any successor, related, or similar law, or any corresponding state statute, and Owner indemnifies Holder against any Losses or Litigation Expenses resulting from a finding to the contrary.

8.10 Guides to Interpretation.

(a) **Captions.** Except for the identification of defined terms in the Glossary, the descriptive headings of this Conservation Easement are for convenience only and do not constitute a part of this Conservation Easement.

(b) **Glossary.** If any term defined in the Glossary is not used in this Conservation Easement, the defined term is to be disregarded as surplus material.

(c) **Other Terms.**

(i) The word "including" means "including but not limited to".

(ii) The words "must" and "shall" are obligatory; the word "may" is permissive and does not imply any obligation.

(d) **Conservation Easement Act.** This Conservation Easement is intended to be interpreted so as to convey to Holder all of the rights and privileges of a Holder of a conservation easement under the Arkansas Conservation Easement Act, Ark. Code. Ann. § 15-20-401 *et seq.*, and any amendments, replacements, or successors to that law.

(e) **Restatement (Third) of the Law of Property: Servitudes.** This Conservation Easement is intended to be interpreted so as to convey to Holder all of the rights and privileges of a Holder of a conservation servitude under the Restatement (Third) of the Law of Property, to the extent that Arkansas law or other Applicable Law does not provide sufficient guidance.

8.11 Entire Agreement. This document, and the exhibits attached hereto and made a part hereof, and the Baseline Documentation Report constitute the entire agreement of Owner and Holder pertaining to this Conservation Easement. The terms of this Conservation Easement supersede in full all negotiations, agreements, statements and writings between Owner, Holder and others pertaining to this transaction.

8.12 Incorporation by Reference. Each exhibit attached to this Conservation Easement is incorporated herein by this reference. The Baseline Documentation Report (whether or not attached to this Conservation Easement) is incorporated herein by this reference.

8.13 Jurisdiction; Venue. Holder and Owner submit to the exclusive jurisdiction of the courts of the State of Arkansas located in Washington County and agree that any legal action or proceeding relating to this Easement or the Conservation Easement may be brought only in the courts located in such county.

ARTICLE IX. GLOSSARY

As used herein, the following terms will have the meanings set out in this Article IX.

Access Drive(s). Roads, drives or lanes providing vehicular access to or located within the Property.

Additional Improvements. All buildings, structures, facilities, easements, Utility Improvements and other improvements within the Property, whether temporary or permanent, whether located on, above or under the Property other than Existing Improvements.

Amendment. An amendment, modification or supplement to this Easement signed by Owner and Holder and recorded in the Public Records. The term "Amendment" includes an amendment and restatement of this Easement.

Applicable Law. Any federal, state or local laws, statutes, codes, ordinances, standards and regulations applicable to the Property, this Conservation Easement as amended through the applicable date of reference. If this Easement is intended to meet the requirements of a qualified conservation contribution, then applicable provisions of the Code and the Regulations are also included in the defined term.

Best Management Practices. A series of guidelines or minimum standards (sometimes referred to as BMPs) recommended by federal, state, and/or county resource management agencies for farming and forestry operations; for preventing and reducing pollution of water resources and other disturbances of soil, water, and vegetative resources; and for protecting wildlife habitats.

Code. The Internal Revenue Code of 1986, as amended through the applicable date of reference.

Conservation Easement Act. The Arkansas Conservation Easements Act (Ark. Code Ann. § 15-20-401 *et seq.*) as amended through the applicable date of reference.

Construction. Any demolition, construction, re-construction, expansion, exterior alteration, installation or erection of temporary or permanent Improvements. This term does not include dredging, mining, filling or removal of gravel, soil, rock, sand, coal, petroleum or other minerals.

Environmental Laws. Any and all federal, state, local, or administrative agency statutes, regulations, rules, codes, ordinances or requirements of any governmental authority regulating or imposing standards of liability or standards of conduct (including common law) regarding air, water, solid waste, hazardous materials, petroleum products, worker and community right-to-

know, hazard communication, radioactive material, resource protection, wetlands and watercourses, health protection and similar environmental health, safety, building and land use laws and regulations as may now or at any time hereafter be in effect.

Existing Servitude. Easements and other servitudes affecting title to the Property (other than a Lien) accorded priority to the Conservation Easement by notice in the Public Records.

Existing Improvements. All buildings, structures, facilities, easements, Utility Improvements, and other improvements, whether temporary or permanent, located on, above or under the Property as of the Easement Date as identified in the Baseline Documentation Report.

Forestry. Planting, growing, nurturing, managing and harvesting trees whether for timber and other useful products or for water quality, wildlife habitat and other Conservation Purposes.

Height. The vertical elevation of an Improvement measure from the average exterior ground elevation of the Improvement to a point, if the Improvement is roofed, midway between the highest and lowest points of the roof, excluding chimneys, cupolas, ventilation shafts, weathervanes and similar protrusions, or, if the Improvement is unroofed, the top of the Improvement.

Holder Indemnified Parties. Holder and its respective members, directors, officers, employees and agents, and heirs, personal representatives, successors and assigns.

Improvement. Any Existing Improvements or Additional Improvements.

Invasive Species. A plant species that is (a) Non-Native Species to the ecosystem under consideration; and (b) whose introduction causes or is likely to cause economic or environmental harm or harm to human health. In cases of uncertainty, published atlases are to be used to identify Invasive Species.

Lien. Any mortgage, lien or other encumbrance securing the payment of money.

Litigation Expense. Any filing fee or cost associated with any court or administrative review body, arbitration fee or cost, witness fee and every other fee and cost of investigating, defending, appealing, or asserting any claim of violation or for indemnification under this Easement including in each case, attorneys' fees and other professionals' fees.

Losses. Any liability, loss, claim, settlement payment, cost, expense, interest, award, judgment, damages (including punitive damages), diminution in value, fines, fees and penalties or other charge other than a Litigation Expense.

Lot. A unit, lot, or parcel of real property separated or transferable for separate ownership or lease under Applicable Law.

Native Species. A plant or animal indigenous to the locality under consideration. In cases of uncertainty, published atlases are to be used to establish whether or not a species is native.

Non-Native Species. A plant or animal that is not indigenous (alien) to the locality under consideration. In cases of uncertainty, published atlases are to be used to establish whether or not a species is non-native.

Open Space. Open Space is any open piece of land that is undeveloped and helps enhance the beauty and environmental quality of a community for the benefit of the general public.

Owner/Ownership. Owner and all Persons after them who hold a fee simple interest in the Property.

Person. An individual, organization, trust, government or other entity.

Public Records. The public records of the office for the recording of deeds in and for the county in which the Property is located.

Qualified Organization. A governmental or non-profit entity that (a) is established as a public charity for the purpose of preserving and conserving natural resources, natural habitats, environmentally sensitive areas and other charitable, scientific and educational purposes; (b) meets the criteria of a qualified organization under the Regulations; and (c) is duly authorized to acquire and hold conservation easements under Applicable Law.

Regulations. The provisions of 26 C.F.R. §1.170A-14, and any other regulations promulgated under the Code that pertain to qualified conservation contributions, as amended through the applicable date of reference.

Regulatory Signs. Signs (not exceeding one square foot each) to control access to the Property or for informational, directional, or interpretive purposes.

Resource Management Plan. A record of the decisions and intentions of Owner prepared by a qualified resource management professional for the purpose of protecting natural resources that the Conservation Purposes aim to protect during certain operations potentially affecting those resources. It includes a resource assessment, identifies appropriate performance standards (based upon Best Management Practices where available and appropriate), and projects a multi-year description of planned activities for operations to be conducted in accordance with the plan.

Review. Review and approval of Holder under the procedure described in Article VI.

Review Requirements. Collectively, any plans, specifications or information required for approval of the activity, use or Construction under Applicable Law (if any) plus (a) the information required under the Review Requirements incorporated into this Conservation Easement either as an exhibit or as part of the Baseline Documentation Report or (b) if the information described in clause (a) is inapplicable, unavailable or insufficient under the circumstances, the guidelines for Review of submissions established by Holder as of the applicable date of reference.

Site Improvement. An unenclosed Improvement such as an Access Drive, Utility Improvement, walkway, boardwalk, retention/detention basin or other storm water management facility, well,

septic system, bridge, parking area or other pavement, lighting fixture, sign, fence, wall, gate, man-made pond, berm, and landscaping treatment.

Subdivision. Any division of the Property or any Lot within the Property; and any creation of a unit, Lot or parcel of real property, including subsurface portions of the Property, for separate use or Ownership by any means including by lease or by implementing the condominium form of Ownership.

Sustainable. Land management practices that provide goods and services from an ecosystem without degradation of biodiversity and resource values at the site and without a decline in the yield of goods and services over time.

Utility Improvement. Improvement for the reception, storage, or transmission of potable water, storm water, sewage, electricity, gas and telecommunications or other sources of power.

Waiver. A written commitment by which Holder, without any obligation to do so, agrees to refrain from exercising one or more of its rights and remedies for a specific period of time with respect to a specific set of circumstances if Holder is satisfied that the accommodation will have no material effect on Conservation Purposes.

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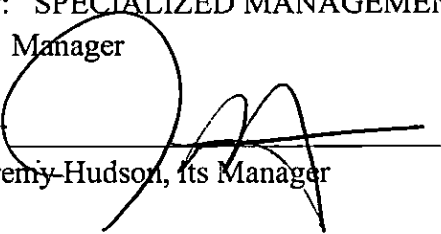
INTENDING TO BE LEGALLY BOUND, each of Owner and Holder, by its duly authorized representative, have signed and delivered this Conservation Easement as of the Easement Date. This Easement may be executed in multiple counterparts, which, when taken together, shall constitute a single instrument.

OWNER:

MARKHAM RESIDENTIAL OWNER, LLC, an Arkansas limited liability company

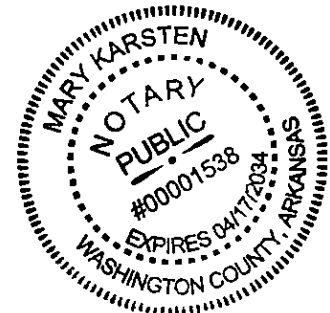
By: MARKHAM RESIDENTIAL QOZ BUSINESS, LLC, a Delaware limited liability company, its Sole Member

By: SPECIALIZED MANAGEMENT, LLC, an Arkansas limited liability company, its Manager

By: 
Jeremy Hudson, its Manager

ACKNOWLEDGEMENT

STATE OF ARKANSAS)
) ss
COUNTY OF WASHINGTON)



On this 14th day of October, 2024, before me, a Notary Public (or before any officer within this State or without the State now qualified under existing law to take acknowledgments), duly commissioned, qualified and acting, within and for said County and State, appeared in person the within named **JEREMY HUDSON**, in his capacity as the Manager of SPECIALIZED MANAGEMENT, LLC, an Arkansas limited liability company, which is the Manager of MARKHAM RESIDENTIAL QOZ BUSINESS, LLC, a Delaware limited liability company, which is the Sole Member of **MARKHAM RESIDENTIAL OWNER, LLC**, an Arkansas limited liability company (the "**Company**"), to execute such instrument, stating his capacity in that behalf, to me personally well known (or satisfactorily proven to be such person), who stated that he was the Manager of the Manager of the Sole Member of the Company, and was duly authorized in his capacity to execute the foregoing instrument for and in the name and behalf of the Company, and further stated and acknowledged that he had so signed, executed, and delivered said foregoing instrument for the consideration, uses, and purposes therein mentioned and set forth.

IN WITNESS WHEREOF I have hereunto set my hand and seal, this the 14th day of October, 2024.

My Commission Expires: 4/17/2034

Notary Public



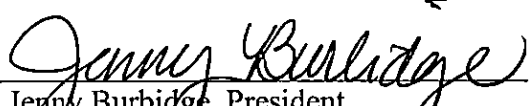
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WITNESS:

HOLDER:

NORTHWEST ARKANSAS LAND TRUST,
an Arkansas non-profit corporation


Don Walker, Secretary/Treasurer

By: 
Jenny Burbidge, President

ACKNOWLEDGEMENT

STATE OF ARKANSAS)
) ss
COUNTY OF Washington)

On this day before me, the undersigned Notary Public within and for the County and State aforesaid, duly commissioned, qualified and acting, appeared the within named **JENNY BURBIDGE**, and **DON WALKER** the President and Secretary/Treasurer, respectively, of **NORTHWEST ARKANSAS LAND TRUST**, an Arkansas non-profit corporation, and stated and acknowledged that they were duly authorized as such officers to execute the foregoing instrument for and in the name and behalf of said corporation and further stated and acknowledged that they had so signed, executed and delivered said foregoing instrument for the consideration and purposes therein mentioned and set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and seal as such Notary Public on this the 14th day of October, 2024.

My Commission Expires: Apr. 15 2032

Notary Public

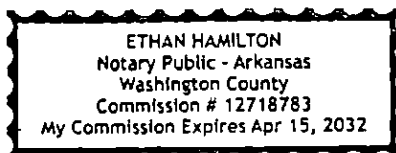


EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

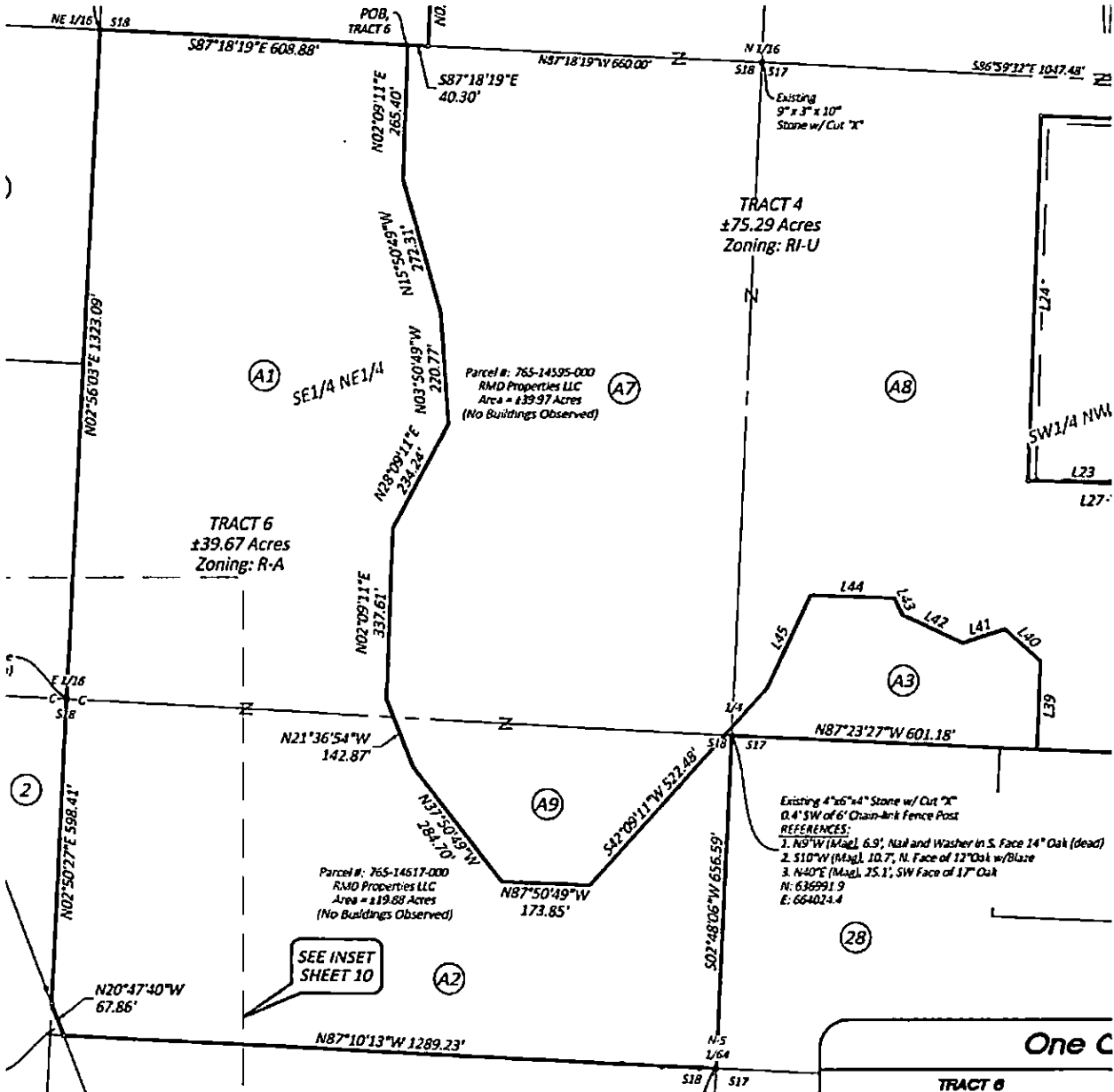
Part of the Southwest Quarter of the Northwest Quarter (SW1/4 NW1/4) of Section 17, part of the Southeast Quarter of the Northeast Quarter (SE1/4 NE1/4) of Section 18, and part of the North-half of the Northeast Quarter of the Southeast Quarter (N1/2 NE1/4 SE1/4) of Section 18, all in Township 16 North, Range 30 West, of the Fifth Principal Meridian, Washington County, Arkansas, being more particularly described as follows:

COMMENCING at the Northeast Corner of said Section 18; thence by bearing and distance (basis of bearing, Grid North), South 02°44'08" West along the east line of said Section 18 a distance of 1,323.96 feet to the northeast corner of said Southeast Quarter of the Northeast Quarter (SE1/4 NE1/4) of Section 18; thence North 87°18'19" West along the north line of said Southeast Quarter of the Northeast Quarter (SE1/4 NE1/4) a distance of 700.30 feet to the POINT OF BEGINNING; thence leaving said north line, South 02°09'11" West a distance of 265.40 feet; thence South 15°50'49" East a distance of 272.32 feet; thence South 03°50'49" East a distance of 220.76 feet; thence South 28°09'11" West a distance of 234.24 feet; thence South 02°09'11" West a distance of 337.61 feet; thence South 21°36'54" East a distance of 142.87 feet; thence South 37°50'49" East a distance of 284.70 feet; thence South 87°50'49" East a distance of 173.85 feet; thence North 42°09'11" East a distance of 522.48 feet; thence North 25°09'11" East a distance of 201.57 feet; thence South 87°50'49" East a distance of 165.06 feet; thence South 25°50'49" East a distance of 36.00 feet; thence South 64°50'49" East a distance of 130.22 feet; thence North 72°09'11" East a distance of 88.50 feet; thence South 47°50'49" East a distance of 93.39 feet; thence South 02°09'11" West a distance of 173.96 feet to the south line of said Southwest Quarter of the Northwest Quarter (SW1/4 NW1/4) of Section 17; thence North 87°23'27" West a distance of 601.18 feet to the southwest corner of said Southwest Quarter of the Northwest Quarter (SW1/4 NW1/4); thence South 02°48'06" West a distance of 656.59 feet to the southeast corner of said North-half of the Northeast Quarter of the Southeast Quarter (N1/2 NE1/4 SE1/4) of Section 18; thence North 87°10'13" West along the south line of said North-half of the Northeast Quarter of the Southeast Quarter (N1/2 NE1/4 SE1/4) a distance of 1,289.23 feet; thence leaving said south line, North 20°47'40" West a distance of 67.86 feet to the west line of said North-half of the Northeast Quarter of the Southeast Quarter (N1/2 NE1/4 SE1/4); thence North 02°50'27" East a distance of 598.41 feet to the southwest corner of said Southeast Quarter of the Northeast Quarter (SE1/4 NE1/4) of Section 18; thence North 02°56'03" East a distance of 1,323.09 feet to the northwest corner of said Southeast Quarter of the Northeast Quarter (SE1/4 NE1/4); thence South 87°18'19" East along the north line thereof a distance of 608.88 feet to the Point of Beginning, being shown as Tract 6 of that certain Property Line Adjustment Survey prepared by Morrison-Shipley Engineers, Inc., dated June 11, 2019, designated Project No. SRE-13, and filed for record in Plat Book 24A at page 237, of the Records of Washington County, Arkansas.

EXHIBIT B

GRAPHIC DEPICTION OF THE PROPERTY

Tract 6 as shown below:



One C

TRACT 8



MEETING OF JANUARY 20, 2026

TO: Mayor Rawn and City Council
THROUGH:
FROM: Molly Rawn, Mayor
SUBJECT: **2026 CITY COUNCIL RULES OF ORDER AND PROCEDURE**

RECOMMENDATION:

The Mayor's Office recommends approval of a resolution adopting revised Rules of Order and Procedure for the Fayetteville City Council for 2026

BACKGROUND:

The Mayor's office has drafted a revised Fayetteville City Council Rules of Order and Procedure. The Rules of Order and Procedure were last revised on August 5, 2025 by Resolution 178-25.

DISCUSSION:

The City Council re-adopts the Rules of Order and Procedure of the Fayetteville City Council at the beginning of every year as recommended by the Arkansas Municipal League.

BUDGET/STAFF IMPACT:

N/A

ATTACHMENTS: 3. Exhibit A - Mayor's Proposed Rules of Order and Procedure of the Fayetteville City Council, 4. Rules of Order and Procedure Strikethrough - 1.12.26, 5. Additional Information - Proposed Revisions from City Attorney's Office, 6. Additional Information - Proposed Revision to Electronic Presentations & Handouts, Exhibit A - Mayor's Proposed Rules of Order and Procedure of the Fayetteville City Council, Proposed Rules Strikethrough



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2025-2823

A RESOLUTION TO ADOPT AMENDED *RULES OF ORDER AND PROCEDURE OF THE FAYETTEVILLE CITY COUNCIL* FOR 2026

WHEREAS, A.C.A. § 14-43-501 **Organization of governing body** states in (a)(1) “The members of the governing body elected for each city or town shall annually in January assemble and organize the governing body”; and

WHEREAS, A.C.A. § 14-43-501 (a)(2)(C)(i) states: “The governing body shall determine the rules of its proceedings ...”; and

WHEREAS, A.C.A. § 14-43-501 (a)(2)(C)(iii) states: “The governing body may consider the passage of rules on the following subjects ...: (a) the agenda for meetings; (b) the filing of resolutions and ordinances; and (c) Citizen commentary;” and

WHEREAS, the Mayor recommends amendments to the Rules that were last adopted in 2025 to: 1) provide for a 15-minute clarifying question period for all council members; 2) require three council members to change where an item is placed on the agenda; 3) require members of the public to submit presentations or handouts to the City Clerk Treasurer’s Office by 5:00 p.m. the day before the meeting; 4) remove the requirement that the consent agenda be read; and 5) remove provisions related to City Council committees, citizen committees, and council member orientation.

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 adopts the *Rules of Order and Procedure of the Fayetteville City Council* as shown in Exhibit A attached hereto.

RULES OF ORDER AND PROCEDURE OF THE FAYETTEVILLE CITY COUNCIL

A. CITY COUNCIL MEETINGS

1. Regular Meetings

The City Council shall meet in regular session on the first and third Tuesday of each month at 5:30 P.M. When a holiday or general election occurs on any such Tuesday, the regular meeting shall be held on the following Thursday at the same hour unless otherwise provided for by motion. The regular meeting time may be rescheduled by the City Council in special circumstances, but when so done the change must be made far enough in advance to allow normal public notification.

2. Location

The place of City Council meetings shall be in the City Council Chambers in the City Hall unless another place has been previously set by the City Council.

3. Special Meetings

Special meetings may be called by three or more members of the City Council or by the Mayor. Notification of a special meeting, including specific items to be considered, shall be at least two hours prior to the meeting. Such notification shall be by personal service to each member or by telephone, specifying time and place of meeting.

4. Executive Session

An executive session may be requested by any member of the City Council or the Mayor. A majority vote by the City Council is required to convene in executive session. Executive sessions will be permitted only for the purpose of considering the employment, appointment, promotion, demotion, disciplining, or resignation of any public officer or employee.

5. Quorum

A majority of the City Council shall be necessary to constitute a quorum to do business at a City Council meeting. The concurring vote of a majority of those attending a meeting shall be sufficient to pass procedural motions except a Motion to Suspend the Rules which requires six affirmative votes. Ordinances and Resolutions require five affirmative votes to pass.

6. Public Notification

The City will go further than legally required in order to inform citizens of the items to be considered by the City Council. The means used may include press releases or advertisements in

a local newspaper, special notice to citizens who have shown a direct interest in matters to be considered, Government Channel announcements and presentation, and agenda copies available at City Council meetings.

7. Presentation of Agenda Items at City Council Meetings

a. Agenda Items not Included Within the Tentative Agenda Packet.

(1) **Staff Agenda Items.** If the City staff requests to “walk-on” an agenda item for the City Council Agenda during the City Council Agenda Session, the memo from the City staff shall begin with a clear and compelling reason why this proposed agenda item could not have been included within the Tentative Agenda and cannot wait for City Council consideration at a later City Council meeting. Any member of the City Council including the Mayor can then place this item on the Final Agenda.

(2) **Council Member Agenda Items.** Council Members should also strive to include any agenda item a Council Member wishes the City Council to consider within the Tentative Agenda. If that is not possible, the Council Member should explain during the Agenda Session why the proposed agenda item should be included in the Final Agenda rather than postponed to the next meeting. Any member of the City Council including the Mayor can then place this item on the Final Agenda.

(3) **City Council Members Discussion and Question Procedures.** Following initial staff and applicant presentations, there will be a total of 15 minutes for council members to ask clarifying questions. After public comments, council members are allowed two turns each to ask questions or make final comments. Each city council turn for comments is limited to five (5) minutes for each council member.

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

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

d. Unfinished Business and New Business.

- (1) **Overview Period.** Agenda items at a City Council meeting shall be introduced by the Mayor and, if an ordinance, read by the City Attorney. City staff shall then present a report. An agenda applicant (city contractor, rezoning or development applicant, appellant from a final decision of the Planning Commission etc.) may present their proposal only during this presentation period, but may be recalled by a Council Member later to answer questions. City staff, Council Members and applicants may use electronic visual aids in the City Council meeting as part of the presentation of the agenda item. An Applicant's presentation whether presented by one or more than one presenter shall be limited to a maximum of ten (10) minutes unless the City Council by unanimous consent or majority vote allows additional time. City Council shall have a total of 15 minutes to ask clarifying questions.
- (2) **City Council Members Discussion and Question Procedures.** Following initial staff and applicant presentations, there will be a total of 15 minutes for council members to ask clarifying questions. After public comments, council members are allowed two turns each to ask questions or make final comments. Each city council turn for comments is limited to five (5) minutes for each council member.
- (3) **Public Comments.** Public comment at a City Council meeting shall be allowed on all items of unfinished and new business and subjects of public hearings. Amendments may receive public comments only if approved by the City Council by unanimous consent or majority vote. Speakers present in the City Council Chambers shall be recognized before speakers participating by electronic means. Speakers shall be limited to a maximum of three (3) minutes to discuss the agenda item or amendment being considered by the City Council. The City Council may allow a speaker additional time by unanimous consent or majority vote.
- (4) **Electronic presentations and handouts.** As part of a person's public comments allowed above, the speaker may use electronic visual aids related to the agenda item being considered, provided the following:

 - i Electronic presentations must be provided in .pdf format to the City Clerk's office no later than 5 p.m. the day prior to the meeting.
 - ii Printed handouts must be delivered to the City Clerk's office no later than 5 p.m. the day prior to the meeting.

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

B. DUTIES AND PRIVILEGES OF COUNCIL MEMBERS AT CITY COUNCIL MEETINGS

1. Seating

Members shall occupy the respective seats in the City Council Chambers assigned by position number. The Mayor (or Assistant Mayor in the Mayor's absence) shall be seated near the center of the City Council table.

2. Conduct

During City Council meetings, Council Members shall preserve order and decorum and shall neither by conversation or otherwise delay or interrupt the proceedings. Neither shall they refuse to obey the orders of the Mayor or the rules of the City Council.

Every member of the City Council desiring to speak shall address the chair and, upon recognition by the Mayor, shall confine herself or himself to the question under debate and shall avoid all personalities and indecorous language. A Council Member once recognized shall not be interrupted while speaking unless called to order by the Mayor, unless a point of order is raised by another member or unless the member chooses to yield to questions from another member.

If a member is called to order while he or she is speaking, the member shall cease speaking immediately until the question of order is determined. If ruled to be not in order, the member shall remain silent or shall alter his or her remark so as to comply with the rules of the City Council.

All members of the City Council shall accord the utmost courtesy to each other, to city employees, and to members of the public appearing before the City Council, and shall refrain at all times from rude or derogatory remarks, reflections as to integrity, abusive comments and statements as to motives and personalities. Council Members shall confine their questions as to the particular matters before the City Council and in debate shall confine their remarks to the issues before the City Council.

3. Financial Interest

No member of the City Council with a direct or indirect financial interest in any items before the City Council shall participate in the discussion of or voting on such matter.

4. Voting

Every member present when a question is put to a vote shall vote either "yes" or "no", except that a member may abstain from voting if he or she has not participated in the preceding discussion of the question and if that member has previously stated the reason for the abstention. Except for a question necessary to clarify the meaning of the motion, resolution or ordinance being voted upon, no questions or comments by members of the City Council including the Mayor shall be made

during the voting on the pending motion, resolution or ordinance. The Council Members will vote at City Council meetings in the order of their position number, but with a progressively different position voting first at each meeting.

5. Roll Call

Upon every vote the affirmative and negative votes shall be called and shall be recorded on every motion, resolution and ordinance; however, items which may be approved by motion, or contracts and leases which can be approved by resolution, may be grouped together and approved simultaneously with one roll call, under a "Consent Agenda."

C. MAYOR & VICE MAYOR

1. Mayor

a. General Power to Preside and Vote

The Mayor is the presiding officer and ex officio president of the City Council. The Mayor may vote to establish a quorum or to pass an ordinance, resolution or motion. The Mayor does not have the right to vote for an Emergency Clause on an ordinance. An Emergency Clause requires six affirmative votes by the City Council to pass.

b. Mayor's Veto Power

The Mayor has the power to veto any ordinance, resolution or order, or part thereof, adopted by the City Council within five (5) days (Sundays excluded) of the City Council vote. Before the next City Council meeting, the Mayor shall file in the City Clerk's office a written statement of reasons for the veto. At the first City Council meeting following the veto, the City Council can override the veto by two-thirds majority (6 affirmative votes).

2. Vice Mayor

The City Council shall at the time of organizing, in public session, elect one of its members as Vice Mayor. Any Council Member may nominate himself or herself or any other member of the City Council for Vice Mayor, and no second of a nomination is required. Each Council Member shall vote by naming his or her choice by voice vote if there is more than one nominee for a position. A majority vote of the City Council shall be required for election. In the absence of the Mayor, the Vice Mayor shall preside at the City Council meeting.

3. Privileges of the Vice Mayor

The Vice Mayor acting as the Mayor may move, second and debate from the chair and shall not be deprived of the rights and privileges of being a member of the City Council by reason of her or his acting as the Vice Mayor.

D. PROCEDURES AND PARLIAMENTARY RULES

1. Agenda

The City Council's agenda order shall be coordinated by the Mayor. All items for discussion or action at the regular council meeting shall be included in a Tentative Agenda provided to City Council prior to an Agenda Session where the City Council shall determine the final arrangement of the Agenda. Any item the Mayor or a Council Member wishes to include on the Final Agenda that was not included on the Tentative Agenda may be added during the Agenda Session. At the Agenda Session, any item on the Consent Agenda may be moved to New Business with the support of three council members. At the regular meeting of the City Council, the Council, by majority vote, may rearrange the order of the Agenda. A new item may be added to the Agenda at the City Council meeting only by a Motion to Suspend the Rules.

2. Precedence of Motions

The City Council shall follow the precedence and classification of motions as given in the most recent edition of the Arkansas Municipal League's 'Procedural Rules for Arkansas Municipal Officials.' In the event a matter is not covered by the 'Procedural Rules for Arkansas Municipal Officials,' the most recent edition of *Robert's Rules of Order* shall apply. On questions of appeal, a majority of those present is required to overturn a ruling by the chair."

3. Motions to be Stated by the Chair/Withdrawal

When a motion is made and seconded, it shall be stated by the Mayor before debate. After being stated by the Mayor, a motion may not be withdrawn by the mover without the consent of the member seconding it and approval of the City Council.

4. Reconsideration

After the decision of any question, any member of the prevailing side may request a reconsideration of any action at the same or the next succeeding meeting; provided, however, that a resolution authorizing or relating to any contract may be reconsidered at any time before final execution thereof. A motion to reconsider requires a simple majority for passage. After a motion for reconsideration has once been acted on, no other motion for reconsideration thereof shall be made without unanimous consent.

5. Readings

All ordinances shall be read aloud at three different meetings unless the City Council votes to suspend the rules.

The following guidelines for reading ordinances are recommended:

- ◆ After the ordinance's first reading, a Council Member may briefly point out potential concerns or benefits from the proposed ordinance, but should refrain from attempting to persuade each other or arrive at a final consensus.
- ◆ Unless there is clearly no opposition or concern about the ordinance, it should be read and open for public discussion during at least two City Council meetings.
- ◆ Complex ordinances that need further clarification or drafting work should be referred to the Ordinance Review Committee.

6. Items Tabled Indefinitely

Any item tabled indefinitely may be taken from the table by majority vote of the City Council during the calendar year in which it was tabled indefinitely. All items tabled indefinitely and remaining on the table at the end of the calendar year shall be deemed denied and rejected for appellate and all other purposes on December 31st and shall not be considered by the City Council in the future unless brought forward as a new item.

E. MAYOR RELATIONSHIP

1. Definition of Authority

In exercising its legislative responsibilities, the City Council may approve policy which represents broad statements of its intentions, approve plans and programs, and manage the financial aspects of the city through its budgetary powers. The Mayor is empowered to hire capable personnel within the approved wage and salary policy, to plan and establish schedules and to train, supervise and terminate employees.

2. Definition of Responsibilities

The Mayor has the principal responsibility for directing the operations of the city government, and for advising and assisting the City Council in its deliberations. In connection with this latter responsibility, the City Council expects and requests the Mayor shall furnish the City Council with whatever data, information and material it may need to properly carry out its functions in an informed manner. The City Council also expects the Mayor to abide by the City of Fayetteville Code of Ethics.

3. City Council/Mayor Cooperation

Efficient management of the city can exist only through mutual understanding and complete cooperation between the City Council and the Mayor. The Mayor's performance cannot be of the best unless the Mayor is given the latitude to exercise independent judgment in executing policies of the City Council. The City Council acknowledges that obligation and gives the Mayor the latitude of judgment and discretion, and expects faithful performance in carrying out the policies of the City Council.

While open communication between the City Council and City personnel is encouraged, it shall be understood that administrative authority for the management of the City rests with the Mayor. Members of the City Council should refrain, as individuals, from giving specific direction or instruction to City personnel pertaining to the discharge of assigned duties.

F. CODE OF ETHICS

1. General

As the governing authority of the City of Fayetteville, Arkansas we, the Mayor and Council Members, adhere to the following ethics principles and pledge to conduct our affairs accordingly:

- Serve others, not ourselves.
- Use resources with efficiency and economy.
- Treat all people fairly.
- Use the power of our position for the well-being of our constituents.
- Create an environment of honesty, openness and integrity.

2. Business Transactions

Members of the City Council and the Mayor occupy positions of public trust. All business transactions of such officials dealing in any manner with public funds, either directly or

indirectly, must be subject to the scrutiny of public opinion both as to the legality and to the propriety of such transactions.

3. Conflict of Interest

Members of the City Council and the Mayor shall refrain from making use of special knowledge or information before it is made available to the general public; shall refrain from making or influencing decisions involving business associates, customers, clients, competitors and immediate family members and shall comply with all lawful actions, directives and orders of duly constituted municipal officers as such may be issued in the normal and lawful discharge of the duties of these municipal officers. Nothing herein, however, shall serve to deny the members of the City Council and the Mayor of the legal rights and privileges available to all Fayetteville citizens.

4. Responsibility to All Citizens

Members of the City Council and the Mayor shall conduct themselves so as to bring credit upon the city as a whole and so as to set an example of good ethical conduct for all citizens of the community. The members of the City Council and the Mayor shall bear in mind at all times that their responsibility is to the entire electorate, citizens and residents of Fayetteville, shall refrain from actions benefiting special interest groups at the expense of the citizens, residents and the city as a whole, and shall do everything in their power to ensure equal and impartial law enforcement throughout the city without respect to race, creed, color, gender, sexual orientation, religion, gender identity or the economic or social position of individual citizens.

In an effort to allow the public full knowledge of financial and personal interests, the Members of the City Council and the Mayor are expected to disclose annually all real estate holdings in Fayetteville and the Fayetteville planning area, and any business or financial interest which could affect or be affected by decisions of the City Council. Such disclosure should be made in writing to the City Clerk in January of each year.

G. Vacancy in the Office of a Council Member

A vacancy in the office of a Council Member shall be filled pursuant to the requirements of Ark. Code Ann. § 14-43-411.

RULES OF ORDER AND PROCEDURE OF THE FAYETTEVILLE CITY COUNCIL

A. CITY COUNCIL MEETINGS

1. Regular Meetings

The City Council shall meet in regular session on the first and third Tuesday of each month at 5:30-P.M.- When a holiday or general election occurs on any such Tuesday, the regular meeting shall be held on the following Thursday at the same hour unless otherwise provided for by motion. -The regular meeting time may be rescheduled by the City Council in special circumstances, but when so done the change must be made far enough in advance to allow normal public notification.-

2. Location

The place of City Council meetings shall be in the City Council Chambers in the City Hall unless another place has been previously set by the City Council.

3. Special Meetings

Special meetings may be called by three or more members of the City Council or by the Mayor. Notification of a special meeting, including specific items to be considered, shall be at least two hours prior to the meeting. -Such notification shall be by personal service to each member or by telephone, specifying time and place of meeting.

4. Executive Session

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5. Quorum

A majority of the City Council shall be necessary to constitute a quorum to do business at a City Council meeting. -The concurring vote of a majority of those attending a meeting shall be sufficient to pass procedural motions except a Motion to Suspend the Rules which requires six affirmative votes. -Ordinances and Resolutions require five affirmative votes to pass.

6. Public Notification-

The City will go further than legally required in order to inform citizens of the items to be considered by the City Council. -The means used may include press releases or advertisements in-

a local newspaper, special notice to citizens who have shown a direct interest in matters to be considered, Government Channel announcements and presentation, and agenda copies available at City Council meetings.

7. Presentation of Agenda Items at City Council Meetings

a. Agenda Items not Included Within the Tentative Agenda Packet.-

(1) Staff Agenda Items.- If the City staff requests to “walk-on” an agenda item for the City Council Agenda during the City Council Agenda Session, the memo from the City staff shall begin with a clear and compelling reason why this proposed agenda item could not have been included within the Tentative Agenda and cannot wait for City Council consideration at a later City Council meeting. -Any member of the City Council including the Mayor can then place this item on the Final Agenda.

(2) Council Member Agenda Items.- Council Members should also strive to include any agenda item a Council Member wishes the City Council to consider within the Tentative Agenda. -If that is not possible, the Council Member should explain during the Agenda Session why the proposed agenda item should be included in the Final Agenda rather than postponed to the next meeting. -Any member of the City Council including the Mayor can then place this item on the Final Agenda.

(3) City Council Members Discussion and Question Procedures. ~~-During~~Following initial staff and applicant presentations, ~~each member may have one turn~~there will be a total of 15 minutes for council members to ask ~~either applicant and/or staff~~clarifying questions ~~with no time limit~~. After public comments, council members are allowed two turns each to ask questions or make final comments. ~~If a motion to amend the agenda item is seconded, each council member shall have one turn to comment on or ask questions about the proposed amendment. All city council turns for comments or questions are~~Each city council turn for comments is limited to five (5) minutes for each council member.

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

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

d. Unfinished Business and New Business.–

(1) **Overview Period.–** Agenda items at a City Council meeting shall be introduced by the Mayor and, if an ordinance, read by the City Attorney. -City staff shall then present a report. An agenda applicant (city contractor, rezoning or development applicant, appellant from a final decision of the Planning Commission ~~or City Staff~~, etc.) may present ~~its~~their proposal only during this presentation period, but may be recalled by a Council Member later to answer questions. City staff, Council Members and applicants may use electronic visual aids in the City Council meeting as part of the presentation of the agenda item. An Applicant's presentation whether presented by one or more than one presenter shall ~~each~~ be limited to a maximum of ten (10) minutes unless the City Council by unanimous consent or majority vote allows additional time. City Council shall have a total of 15 minutes to ask clarifying questions.

(2) **City Council Members Discussion and Question Procedures.** Following initial staff and applicant presentations, there will be a total of 15 minutes for council members to ask clarifying questions. After public comments, council members are allowed two turns each to ask questions or make final comments. Each city council turn for comments is limited to five (5) minutes for each council member.

~~(2)(3)~~ **Public Comments.–** Public comment at a City Council meeting shall be allowed on all items of unfinished and new business and subjects of public hearings. Amendments may receive public comments only if approved by the City Council by unanimous consent or majority vote. -Speakers present in the City Council Chambers shall be recognized before speakers participating by electronic means. Speakers shall be limited to a maximum of three (3) minutes to discuss the agenda item or amendment being considered by the City Council. The City Council may allow a speaker additional time by unanimous consent or majority vote. ~~As part of a person's public comments allowed above, the speaker may use electronic visual aids during their three (3) minutes presentation period concerning the agenda item being considered by the City Council.~~

(4) **Electronic presentations and handouts.** As part of a person's public comments allowed above, the speaker may use electronic visual aids related to the agenda item being considered, provided the following:

- i Electronic presentations must be provided in .pdf format to the City Clerk's office no later than 5 p.m. the day prior to the meeting.
- ii Printed handouts must be delivered to the City Clerk's office no later than 5 p.m. the day prior to the meeting.

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

8. ~~Smoking Prohibited.~~

~~There will be no smoking allowed in the City Council Chambers during City Council meetings.~~

9. ~~Cell Phones and Pagers.~~

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

B. DUTIES AND PRIVILEGES OF COUNCIL MEMBERS AT CITY COUNCIL MEETINGS

1. Seating

Members shall occupy the respective seats in the City Council Chambers assigned by position number. –The Mayor (or Assistant Mayor in the Mayor’s absence) shall be seated near the center of the City Council table.

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No member of the City Council with a direct or indirect financial interest in any items before the City Council shall participate in the discussion of or voting on such matter.

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Every member present when a question is put to a vote shall vote either “yes” or “no”, except that a member may abstain from voting if he or she has not participated in the preceding discussion of the question and if that member has previously stated the reason for the abstention. -Except for a question necessary to clarify the meaning of the motion, resolution or ordinance being voted upon, no questions or comments by members of the City Council including the Mayor shall be made during the voting on the pending motion, resolution or ordinance.- The Council Members will vote at City Council meetings in the order of their position number, but with a progressively different position voting first at each meeting.

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Upon every vote the affirmative and negative votes shall be called and shall be recorded on every motion, resolution and ordinance; however, items which may be approved by motion, or contracts and leases which can be approved by resolution, may be grouped together and approved simultaneously with one roll call, under a “Consent Agenda.

C. MAYOR & VICE MAYOR

1. Mayor

a. General Power to Preside and Vote

The Mayor is the presiding officer and ex officio president of the City Council. -The Mayor may vote to establish a quorum or to pass an ordinance, resolution or motion ~~if the Mayor's vote is needed for passage.~~ The Mayor does not have the right to vote for an Emergency Clause on an ordinance.- An Emergency Clause requires six affirmative votes by the City Council to pass.

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3. Privileges of the Vice Mayor

The Vice Mayor acting as the Mayor may move, second and debate from the chair and shall not be deprived of the rights and privileges of being a member of the City Council by reason of her or his acting as the Vice Mayor.

D. PROCEDURES AND PARLIAMENTARY RULES

1. Agenda

The City Council's agenda order shall be coordinated by the Mayor. -All items for discussion or action at the regular council meeting shall be included in a Tentative Agenda provided to City Council prior to an Agenda Session where the City Council shall determine the final arrangement of the Agenda. -Any item the Mayor or a Council Member wishes to include on the Final Agenda that was not included on the Tentative Agenda may ~~only~~ be added ~~to the Final Agenda~~ during the Agenda Session. At the Agenda Session, any item on the Consent Agenda may be moved to New Business with the support of three council members. At the regular meeting of the City Council, the Council, by majority vote, may rearrange the order of the Agenda. ~~-A new~~ item may be added to the Agenda at the City Council meeting only by a Motion to Suspend the Rules.

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When a motion is made and seconded, it shall be stated by the Mayor before debate. -After being stated by the Mayor, a motion may not be withdrawn by the mover without the consent of the member seconding it and approval of the City Council.

4. Reconsideration

After the decision of any question, any member of the prevailing side may request a reconsideration of any action at the same or the next succeeding meeting; provided, however, that a resolution authorizing or relating to any contract may be reconsidered at any time before final execution thereof. -A motion to reconsider requires a simple majority for passage.- After a motion for reconsideration has once been acted on, no other motion for reconsideration thereof shall be made without unanimous consent.

5. Readings

All ordinances shall be read aloud at three different meetings unless the City Council votes to suspend the rules.

The following guidelines for reading ordinances are recommended:

- ◆ After the ordinance's first reading, a Council Member may briefly point out potential concerns or benefits from the proposed ordinance, but should refrain from attempting to persuade each other or arrive at a final consensus.
- ◆ Unless there is clearly no opposition or concern about the ordinance, it should be read and open for public discussion during at least two City Council meetings.
- ◆ Complex ordinances that need further clarification or drafting work should be referred to the Ordinance Review Committee.

6. Items Tabled Indefinitely

Any item tabled indefinitely may be taken from the table by majority vote of the City Council during the calendar year in which it was tabled indefinitely. -All items tabled indefinitely and remaining on the table at the end of the calendar year shall be deemed denied and rejected for appellate and all other purposes on December 31st and shall not be considered by the City Council in the future unless brought forward as a new item.

E. INTERNAL BOARDS, COMMITTEES, COMMISSIONS AND APPOINTMENTS

1. Membership of Internal Boards, Committees, Commissions and Appointments

a. Standing City Council Committees:

The five standing committees of the City Council are: Equipment, Nominating, Ordinance Review, Streets, and Water and Sewer. Each committee shall have four Council Members appointed by the Mayor in January after every regular election. All Council Members shall serve on at least two of these five committees. Each committee shall elect a chair and vice chair during the first committee meeting after the Council Members are appointed.

b. Other Committees (See also Section H. Citizens Committees)

Council Members may volunteer or request to serve on any of the various other committees which have City Council slots. The Mayor may appoint a Council Member to the other committees pursuant to their request.

c. Appeal Right to City Council

Any Council Member who is dissatisfied with his or her committee assignments can appeal to the whole City Council who can determine by majority vote which Council Member will be appointed to a specific committee.

d. Ad Hoc Committees:

Ad hoc committees may be appointed either by the Mayor or by a majority vote of the City Council to study special problems and projects of the City.

2. Notification and Attendance

All Council Members, representatives of the news media who have requested notification, and other persons who have shown a direct interest in matters to be considered at a committee meeting shall be notified of City Council committee meetings.

Committee meetings shall be held when possible at times that allow all members of the committee to attend. In order for a committee to make an official recommendation to the City Council, a majority of the committee members must agree on that recommendation. Council Members who are not members of a particular City Council committee may generally participate in the meeting of that committee except for voting on committee recommendations, but the chairperson may rule otherwise.

3. City Council Representation on Other Governmental Groups

~~When it is necessary to appoint a Council Member to an external board, commission or committee, selection of that Council Member shall be made by a majority vote of the City Council. That selection shall be made by nomination and vote in a public session. Any Council Member may nominate himself or herself or (any other member of the City Council), and no second is required. Each Council Member shall vote by naming his or her choice by voice vote if there is more than one nominee for a position. A majority vote of the City Council shall be required for election.~~

F.E. MAYOR RELATIONSHIP

1. Definition of Authority

In exercising its legislative responsibilities, the City Council may approve policy which represents broad statements of its intentions, approve plans and programs, and manage the financial aspects of the city through its budgetary powers. -The Mayor is empowered to hire capable personnel within the approved wage and salary policy, to plan and establish schedules and to train, supervise and terminate employees.

2. Definition of Responsibilities

The Mayor has the principal responsibility for directing the operations of the city government, and for advising and assisting the City Council in its deliberations. -In connection with this latter responsibility, the City Council expects and requests the Mayor shall furnish the City Council with whatever data, information and material it may need to properly carry out its functions in an informed manner. -The City Council also expects the Mayor to abide by the City of Fayetteville Code of Ethics.

3. City Council/Mayor Cooperation

Efficient management of the city can exist only through mutual understanding and complete cooperation between the City Council and the Mayor. -The Mayor's performance cannot be of the best unless the Mayor is given the latitude to exercise independent judgment in executing policies of the City Council. -The City Council acknowledges that obligation and gives the Mayor the latitude of judgment and discretion, and expects faithful performance in carrying out the policies of the City Council.

While open communication between the City Council and City personnel is encouraged, it shall be understood that administrative authority for the management of the City rests with the Mayor. Members of the City Council should refrain, as individuals, from giving specific direction or instruction to City personnel pertaining to the discharge of assigned duties.

G.F. CODE OF ETHICS

1. General

As the governing authority of the City of Fayetteville, Arkansas we, the Mayor and Council Members, adhere to the following ethics principles and pledge to conduct our affairs accordingly:

- Serve others, not ourselves.
- Use resources with efficiency and economy.
- Treat all people fairly.
- Use the power of our position for the well-being of our constituents.
- Create an environment of honesty, openness and integrity.

2. Business Transactions

Members of the City Council and the Mayor occupy positions of public trust. -All business transactions of such officials dealing in any manner with public funds, either directly or indirectly, must be subject to the scrutiny of public opinion both as to the legality and to the propriety of such transactions.

3. Conflict of Interest

Members of the City Council and the Mayor shall refrain from making use of special knowledge or information before it is made available to the general public; shall refrain from making or influencing decisions involving business associates, customers, clients, competitors and immediate family members and shall comply with all lawful actions, directives and orders of duly constituted municipal officers as such may be issued in the normal and lawful discharge of the duties of these municipal officers. -Nothing herein, however, shall serve to deny the members of the City Council and the Mayor of the legal rights and privileges available to all Fayetteville citizens.

4. Responsibility to All Citizens

Members of the City Council and the Mayor shall conduct themselves so as to bring credit upon the city as a whole and so as to set an example of good ethical conduct for all citizens of the community. -The members of the City Council and the Mayor shall bear in mind at all times that their responsibility is to the entire electorate, citizens and residents of Fayetteville, shall refrain from actions benefiting special interest groups at the expense of the citizens, residents and the city as a whole, and shall do everything in their power to ensure equal and impartial law enforcement throughout the city without respect to race, creed, color, gender, sexual orientation, religion, gender identity or the economic or social position of individual citizens.

In an effort to allow the public full knowledge of financial and personal interests, the Members of the City Council and the Mayor are expected to disclose annually all real estate holdings in Fayetteville and the Fayetteville planning area, and any business or financial interest which could affect or be affected by decisions of the City Council. -Such disclosure should be made in writing to the City Clerk in January of each year.

H. CITIZEN COMMITTEES

1. Authorization by the City Council

~~The City Council may authorize citizen advisory boards, committees and commissions to assist the City Council in discharging its responsibilities more effectively. Authorization will be made by majority vote of the City Council.~~

2. Selecting of Members

~~The Nominating Committee shall have the responsibility of coordinating the selection process of members for the citizen advisory groups prior to the final City Council decision. The objectives of the selection process shall be as follows: To provide a broad diversity of qualified individuals for service on the appointed bodies; and to provide an opportunity for participation in city affairs by interested citizens.~~

~~The selection process shall follow these procedures:~~

- ~~a. Periodic news releases and articles, generally at least two weeks in advance of appointments, requesting interested individuals to notify the City Clerk's office of their interest in being considered for appointment. Application forms should be completed by each person who expresses an interest in a position.~~
- ~~b. Council Members, city staff members and interested individuals and organizations who know of qualified persons should encourage them to apply for appointment.~~
- ~~c. Cable television should be used to notify citizens of vacancies in citizen committees.~~
- ~~d. The City website, fayetteville-ar.gov, should list vacancies in citizen committees.~~
- ~~e. Any person who has served two consecutive full terms on any City commission or board shall not be eligible for reappointment to the same commission or board until one full term of office has expired, unless there is an insufficient number of qualified applicants to fill all vacancies. Service of a partial term shall not count against the two terms that are allowed.~~

~~Prior to any appointment, the City Clerk's office will circulate to the full City Council copies of applications of the individuals on file for the appointive body. Council Members may recommend applicants or offer comments to the Nominating Committee prior to their scheduled meeting.~~

~~The Nominating Committee will narrow the list of prospective appointees to no more than two individuals for each position. This decision will be made in an open meeting. The recommendations will be submitted to the full City Council for final decision. The committee's first choice may be indicated. All positions shall be decided by majority vote of the City Council. In instances where there is more than one nominee for a position, either by Nominating Committee recommendation or by other nominations, each Council Member shall vote by naming his or her choice for that position. The City Council will act officially on all appointments in public session.~~

I.G. Vacancy in the Office of a Council Member

A vacancy in the office of a Council Member shall be filled pursuant to the requirements of Ark. Code Ann. § 14-43-411.

J. Orientation of New Council Members

- ~~1. **Orientation Meeting Scheduled.** The City Council, Mayor, City Attorney, City Clerk/Treasurer and appropriate City Staff shall meet with and conduct one or more orientation sessions with newly elected Council Member's in December after each General Election or within one month after a Special Election in which a new Council Member is elected. Each newly elected Council Member shall attend the orientation session(s).~~
- ~~2. **Content of Orientation.** The City Council, Mayor and other members of the orientation group shall explain:~~
 - ~~a. Rights and duties of Council Members;~~
 - ~~b. Organizational structure of city government;~~
 - ~~c. Role of the City Council Committees;~~
 - ~~d. How to initiate Resolutions and Ordinances;~~
 - ~~e. The purpose and procedure for the City Council Agenda session; —~~
 - ~~f. Reasons to approve or disapprove land use and development issues;~~
 - ~~g. Council tours to view and discuss land proposed for rezoning or development;~~
 - ~~h. City Council Rules of Order and Procedure;~~
 - ~~i. Freedom of Information Act requirements.~~

3. Ongoing Orientation.

- ~~a. Within the first week of a Council Member's term, the administration should provide an administrative and human resources orientation to include issuing parking permits, fobs, and other necessary equipment for the Council Member, as well as assistance for the completion of all necessary state and federal documents.~~
- ~~b. Within the first quarter of a Council Member's term, the administration should arrange for a budget overview and tours of all major city facilities and functional areas.~~

DRAFT

Additional Information Received

Date Received: MM/DD/YYYY	01/15/2026
Time: 00:00 (AM/PM)	2:52 PM
From: Name & Title	City Attorney's Office
To: Name & Title	City Council
Agenda Meeting Date: MM/DD/YYYY	01/20/2026
Civic Clerk Number: Ex. 2025-994	2025-2823
Forwarded to City Attorney's Office and Department Head	N/A



OFFICE OF THE
CITY ATTORNEY

DEPARTMENTAL CORRESPONDENCE



Kit Williams
City Attorney

Blake Pennington
Senior Assistant City Attorney

Hannah Hungate
Assistant City Attorney

Stacy Barnes
Paralegal

TO: Mayor
City Council

CC: Keith Macedo, Chief of Staff

FROM: Kit Williams, City Attorney

DATE: January 14, 2026

RE: Some possible revisions of Mayor's proposed new *Rules of Order and Procedure of the Fayetteville City Council*

Although these are the City Council's Rules, I would like to suggest a few changes to the Mayor's proposal. First I note that the proposed subsection (3) "**City Council Member Discussion and Question Procedures**" should not be a subsection under a. **Agenda Items not Included Within the Tentative Agenda Packet.**" This section is already properly included as subsection (2) under section e. **Unfinished Business and New Business.** I also question the need for the proposed new last sentence of (1) **Overview Period:** "City Council shall have a total of 15 minutes to ask clarifying questions" which is included in the next subsection (2) and should not be repeated in subsection (1).

As I previously suggested in an earlier email to the Mayor and City Council, I believe that you should clarify your support that an item appearing on the proposed Tentative Agenda would be able to be amended or withdrawn by its sponsor before being placed on the Final Agenda. This would avoid the City Council having to take procedural actions at the City Council Meeting to remove or amend an agenda item if its sponsor has already corrected the item or withdrawn it prior to its publication on the Final Agenda. However, once the item would be placed and furnished to the public on the Final Agenda, no further amendment would be allowed unless done in the City Council Meeting.

I recommend that this would be subsection a. while the current subsection a. **Agenda Items Not Included Within the Tentative Agenda Packet** would be subsection b. and so on. I have attached the proposed Rules as amended by my suggestions.

Under c. **MAYOR & VICE MAYOR 1. Mayor** a. **General Power to Preside and Vote** "her vote" needs to be changed to "the Mayor's vote." (page 6)

To comply with Council member Stafford's request to be able to vote "present," you would need to make a minor change to **B. DUTIES AND PRIVILEGES OF COUNCIL MEMBERS AT CITY COUNCIL 4. Voting** (page 4) by amending the first part of the first sentence to read: "Every member present when a question is put to a vote shall vote either 'yes,' 'no', or 'present'" Voting "present" is not an abstention which requires no participation by the Council Member in the discussion of the item because the Council Member has some conflict of interest preventing their vote. Voting "present" denies a positive vote when a resolution or ordinance needs five positive votes, but is otherwise a nullity with no actual affect upon the vote.

That concludes my suggested changes to what the Mayor has proposed for your *Rules and Procedures*. All decisions are for the Council and Mayor.

RULES OF ORDER AND PROCEDURE OF THE FAYETTEVILLE CITY COUNCIL

A. CITY COUNCIL MEETINGS

1. Regular Meetings

The City Council shall meet in regular session on the first and third Tuesday of each month at 5:30 P.M. When a holiday or general election occurs on any such Tuesday, the regular meeting shall be held on the following Thursday at the same hour unless otherwise provided for by motion. The regular meeting time may be rescheduled by the City Council in special circumstances, but when so done the change must be made far enough in advance to allow normal public notification.

2. Location

The place of City Council meetings shall be in the City Council Chambers in the City Hall unless another place has been previously set by the City Council.

3. Special Meetings

Special meetings may be called by three or more members of the City Council or by the Mayor. Notification of a special meeting, including specific items to be considered, shall be at least two hours prior to the meeting. Such notification shall be by personal service to each member or by telephone, specifying time and place of meeting.

4. Executive Session

An executive session may be requested by any member of the City Council or the Mayor. A majority vote by the City Council is required to convene in executive session. Executive sessions will be permitted only for the purpose of considering the employment, appointment, promotion, demotion, disciplining, or resignation of any public officer or employee.

5. Quorum

A majority of the City Council shall be necessary to constitute a quorum to do business at a City Council meeting. The concurring vote of a majority of those attending a meeting shall be sufficient to pass procedural motions except a Motion to Suspend the Rules which requires six affirmative votes. Ordinances and Resolutions require five affirmative votes to pass.

6. Public Notification

The City will go further than legally required in order to inform citizens of the items to be considered by the City Council. The means used may include press releases or advertisements in

a local newspaper, special notice to citizens who have shown a direct interest in matters to be considered, Government Channel announcements and presentation, and agenda copies available at City Council meetings.

7. **Presentation of Agenda Items at City Council Meetings**

a. **Tentative Agenda Items.** Agenda items may be withdrawn or amended by the sponsor of the item until such item is published on the Final Agenda. Once it has been published on the Final Agenda, any item may only be amended by a City Council vote to amend. Any withdrawal or delay in consideration of such item published on the Final Agenda may only occur through City Council action such as approving a motion to table.

b. **Agenda Items not Included Within the Tentative Agenda Packet.**

(1) **Staff Agenda Items.** If the City staff requests to “walk-on” an agenda item for the City Council Agenda during the City Council Agenda Session, the memo from the City staff shall begin with a clear and compelling reason why this proposed agenda item could not have been included within the Tentative Agenda and cannot wait for City Council consideration at a later City Council meeting. Any member of the City Council including the Mayor can then place this item on the Final Agenda.

(2) **Council Member Agenda Items.** Council Members should also strive to include any agenda item a Council Member wishes the City Council to consider within the Tentative Agenda. If that is not possible, the Council Member should explain during the Agenda Session why the proposed agenda item should be included in the Final Agenda rather than postponed to the next meeting. Any member of the City Council including the Mayor can then place this item on the Final Agenda.

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

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

e. **Unfinished Business and New Business.**

(1) **Overview Period.** Agenda items at a City Council meeting shall be introduced by the Mayor and, if an ordinance, read by the City Attorney. City staff shall then present a report. An agenda applicant (city contractor, rezoning or development applicant, appellant from a final decision of the Planning Commission etc.) may present their proposal only during this presentation period, but may be recalled by a Council Member later to answer

questions. City staff, Council Members and applicants may use electronic visual aids in the City Council meeting as part of the presentation of the agenda item. An Applicant's presentation whether presented by one or more than one presenter shall be limited to a maximum of ten (10) minutes unless the City Council by unanimous consent or majority vote allows additional time.

(2) **City Council Members Discussion and Question Procedures.** Following initial staff and applicant presentations, there will be a total of 15 minutes for council members to ask clarifying questions. After public comments, council members are allowed two turns each to ask questions or make final comments. Each city council turn for comments is limited to five (5) minutes for each council member.

(3) **Public Comments.** Public comment at a City Council meeting shall be allowed on all items of unfinished and new business and subjects of public hearings. Amendments may receive public comments only if approved by the City Council by unanimous consent or majority vote. Speakers present in the City Council Chambers shall be recognized before speakers participating by electronic means. Speakers shall be limited to a maximum of three (3) minutes to discuss the agenda item or amendment being considered by the City Council. The City Council may allow a speaker additional time by unanimous consent or majority vote.

(4) **Electronic presentations and handouts.** As part of a person's public comments allowed above, the speaker may use electronic visual aids related to the agenda item being considered, provided the following:

- i Electronic presentations must be provided in .pdf format to the City Clerk's office no later than 5 p.m. the day prior to the meeting.
- ii Printed handouts must be delivered to the City Clerk's office no later than 5 p.m. the day prior to the meeting.

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

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If a member is called to order while he or she is speaking, the member shall cease speaking immediately until the question of order is determined. If ruled to be not in order, the member shall remain silent or shall alter his or her remark so as to comply with the rules of the City Council.

All members of the City Council shall accord the utmost courtesy to each other, to city employees, and to members of the public appearing before the City Council, and shall refrain at all times from rude or derogatory remarks, reflections as to integrity, abusive comments and statements as to motives and personalities. Council Members shall confine their questions as to the particular matters before the City Council and in debate shall confine their remarks to the issues before the City Council.

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during the voting on the pending motion, resolution or ordinance. The Council Members will vote at City Council meetings in the order of their position number, but with a progressively different position voting first at each meeting.

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Upon every vote the affirmative and negative votes shall be called and shall be recorded on every motion, resolution and ordinance; however, items which may be approved by motion, or contracts and leases which can be approved by resolution, may be grouped together and approved simultaneously with one roll call, under a "Consent Agenda.

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b. Mayor's Veto Power

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After the decision of any question, any member of the prevailing side may request a reconsideration of any action at the same or the next succeeding meeting; provided, however, that a resolution authorizing or relating to any contract may be reconsidered at any time before final execution thereof. A motion to reconsider requires a simple majority for passage. After a motion for reconsideration has once been acted on, no other motion for reconsideration thereof shall be made without unanimous consent.

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The following guidelines for reading ordinances are recommended:

- ◆ After the ordinance's first reading, a Council Member may briefly point out potential concerns or benefits from the proposed ordinance, but should refrain from attempting to persuade each other or arrive at a final consensus.
- ◆ Unless there is clearly no opposition or concern about the ordinance, it should be read and open for public discussion during at least two City Council meetings.
- ◆ Complex ordinances that need further clarification or drafting work should be referred to the Ordinance Review Committee.

6. Items Tabled Indefinitely

Any item tabled indefinitely may be taken from the table by majority vote of the City Council during the calendar year in which it was tabled indefinitely. All items tabled indefinitely and remaining on the table at the end of the calendar year shall be deemed denied and rejected for appellate and all other purposes on December 31st and shall not be considered by the City Council in the future unless brought forward as a new item.

E. MAYOR RELATIONSHIP

1. Definition of Authority

In exercising its legislative responsibilities, the City Council may approve policy which represents broad statements of its intentions, approve plans and programs, and manage the financial aspects of the city through its budgetary powers. The Mayor is empowered to hire capable personnel within the approved wage and salary policy, to plan and establish schedules and to train, supervise and terminate employees.

2. Definition of Responsibilities

The Mayor has the principal responsibility for directing the operations of the city government, and for advising and assisting the City Council in its deliberations. In connection with this latter responsibility, the City Council expects and requests the Mayor shall furnish the City Council with whatever data, information and material it may need to properly carry out its functions in an informed manner. The City Council also expects the Mayor to abide by the City of Fayetteville Code of Ethics.

3. City Council/Mayor Cooperation

Efficient management of the city can exist only through mutual understanding and complete cooperation between the City Council and the Mayor. The Mayor's performance cannot be of the best unless the Mayor is given the latitude to exercise independent judgment in executing policies of the City Council. The City Council acknowledges that obligation and gives the Mayor the latitude of judgment and discretion, and expects faithful performance in carrying out the policies of the City Council.

While open communication between the City Council and City personnel is encouraged, it shall be understood that administrative authority for the management of the City rests with the Mayor. Members of the City Council should refrain, as individuals, from giving specific direction or instruction to City personnel pertaining to the discharge of assigned duties.

F. CODE OF ETHICS

1. General

As the governing authority of the City of Fayetteville, Arkansas we, the Mayor and Council Members, adhere to the following ethics principles and pledge to conduct our affairs accordingly:

- Serve others, not ourselves.
- Use resources with efficiency and economy.
- Treat all people fairly.
- Use the power of our position for the well-being of our constituents.
- Create an environment of honesty, openness and integrity.

2. Business Transactions

Members of the City Council and the Mayor occupy positions of public trust. All business transactions of such officials dealing in any manner with public funds, either directly or

indirectly, must be subject to the scrutiny of public opinion both as to the legality and to the propriety of such transactions.

3. Conflict of Interest

Members of the City Council and the Mayor shall refrain from making use of special knowledge or information before it is made available to the general public; shall refrain from making or influencing decisions involving business associates, customers, clients, competitors and immediate family members and shall comply with all lawful actions, directives and orders of duly constituted municipal officers as such may be issued in the normal and lawful discharge of the duties of these municipal officers. Nothing herein, however, shall serve to deny the members of the City Council and the Mayor of the legal rights and privileges available to all Fayetteville citizens.

4. Responsibility to All Citizens

Members of the City Council and the Mayor shall conduct themselves so as to bring credit upon the city as a whole and so as to set an example of good ethical conduct for all citizens of the community. The members of the City Council and the Mayor shall bear in mind at all times that their responsibility is to the entire electorate, citizens and residents of Fayetteville, shall refrain from actions benefiting special interest groups at the expense of the citizens, residents and the city as a whole, and shall do everything in their power to ensure equal and impartial law enforcement throughout the city without respect to race, creed, color, gender, sexual orientation, religion, gender identity or the economic or social position of individual citizens.

In an effort to allow the public full knowledge of financial and personal interests, the Members of the City Council and the Mayor are expected to disclose annually all real estate holdings in Fayetteville and the Fayetteville planning area, and any business or financial interest which could affect or be affected by decisions of the City Council. Such disclosure should be made in writing to the City Clerk in January of each year.

G. Vacancy in the Office of a Council Member

A vacancy in the office of a Council Member shall be filled pursuant to the requirements of Ark. Code Ann. § 14-43-411.

Additional Information Received

Date Received: MM/DD/YYYY	01/15/2026
Time: 00:00 (AM/PM)	3:33 PM
From: Name & Title	Kara Paxton, City Clerk Treasurer
To: Name & Title	City Council
Agenda Meeting Date: MM/DD/YYYY	01/20/2026
Civic Clerk Number: Ex. 2025-994	2025-2823
Forwarded to City Attorney's Office and Department Head	Forwarded to City Council, City Attorney and Mayor.

Kara Paxton, City Clerk Treasurer
Courtney Spohn, Senior Deputy Clerk
479-575-8323
cityclerk@fayetteville-ar.gov



City of Fayetteville -
City Clerk Treasurer's Office
113 W. Mountain St.
Fayetteville, AR 72701

TO: Mayor Rawn
City Attorney Williams
City Council

CC: Keith Macedo, Chief of Staff
Steven Dotson, Chief Financial Officer
Gracie Ziegler, Chief Communications Officer

From: Kara Paxton, City Clerk Treasurer

Date: January 15, 2026

RE: Proposed revision to the proposed Rules of Order & Procedure of the Fayetteville City Council discussed on Tuesday, January 13, 2026.

Please accept this memorandum as my official request to amend the proposed Rules of Order & Procedure section 7d.(4). to match the below language.

2026 Rules of Order & Procedure 7d.(4)

Electronic presentations and handouts. As part of a person's public comments allowed above, the speaker may use electronic visual aids related to the agenda item being considered, provided the following:

- i. Speakers shall be encouraged to send any images pertaining to their public comment to agendaitemcomment@fayetteville-ar.gov, this will prompt an automated process to forward the image directly to the Mayor, City Council, and relevant staff members.
- ii. Speakers who plan to share and display presentation materials during their public comment must submit the .pdf version by email to agendaitemcomment@fayetteville-ar.gov or submit a paper version to the Office of the City Clerk Treasurer. Presentation material must be submitted by 5p.m. the day prior to the meeting.
- iii. Speakers who have missed the above deadline, but who would still like to share presentation materials along with their public comment, must bring 15 paper copies (or as many as can be provided) to hand to the City Clerk Treasurer for distribution at the beginning of their public comment.



MEETING OF JANUARY 20, 2026

TO: Mayor Rawn and City Council

THROUGH: Keith Macedo, Chief of Staff
Jonathan Curth, Development Services Director
Britin Bostick, Long Range Planning/Special Projects Manager

FROM: Kylee Cole, Long Range & Preservation Planner

SUBJECT: **ADM-2025-0045: An ordinance to establish the Oak Grove Local Historic District and formally codify the White Hanger at Drake Field as a Local Historic District**

RECOMMENDATION:

The Historic District Commission, Planning Commission, Arkansas Historic Preservation Program (AHPP or State Historic Preservation Office (SHPO)), and Long Range Planning staff recommend approval of an ordinance to create the Oak Grove Historic District as shown in 'Exhibit A'.

BACKGROUND:

On September 4, 2025, residents submitted a petition to the City Clerk Treasurer's office to propose a local historic district called Oak Grove. This proposed district includes a portion of the Wilson Park Historic District, which is listed on the National Register of Historic Places (NRHP), and several properties outside the Wilson Park NRHP Historic District.

The Clerk's office verified 34 signatures out of the total of 47 property owners within the proposed boundary. Their final calculation shows that 72% of property owners within the proposed district signed the petition. The required percentage of signatures is 51%. Since the submission to the Clerk's office, three additional signatures of support were submitted to staff, bringing the total percentage to 78.7%.

The proposed local historic district has been evaluated following the procedure outlined in the Arkansas Historic Districts Act (attached). The Historic District Commission, Planning Commission, State Historic Preservation Office (SHPO), and Long Range Planning staff are in favor of the creation of the Oak Grove Historic District as shown in 'Exhibit A'.

DISCUSSION:

The proposed district is highly significant for its Craftsman architecture and prominent use of locally sourced fieldstone, associated with neighborhood builder Noah Fields Drake. This subset of the larger Wilson Park National Register Historic District represents the highest concentration of homes associated with Drake and the most architecturally intact homes in the neighborhood.

Under the Arkansas Historic Districts Act, property owners have the opportunity to petition a city for a local historic district, also called a local ordinance district, with protections for properties within the district. After more than a year of discussion and consideration, a large majority of property owners within the proposed district have signed on to such a petition, which has been reviewed by the Fayetteville Planning Commission,

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov

Arkansas State Historic Preservation Office, and Fayetteville Historic District Commission in accordance with the process and timeline required. As of the date of this memo staff have received multiple comments in favor, inquiries about including two additional properties in the district, and no comments in opposition. Please see the attached staff memo for a detailed and illustrated explanation of the proposed request. Should the Council chose to establish the proposed district, requests that meet the threshold for a public hearing will be considered by the Historic District Commission.

BUDGET/STAFF IMPACT:

N/A

ATTACHMENTS: 3. Staff Review Form, 4. Exhibit A, 5. Exhibit B, 6. Staff Report, 7. Proposed Boundary Description, 8. Proposed Ordinance Clean, 9. Proposed Ordinance Strikethrough



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2025-2747

AN ORDINANCE TO ESTABLISH THE OAK GROVE HISTORIC DISTRICT AND CODIFY THE WHITE HANGAR AT DRAKE FIELD HISTORIC DISTRICT IN § 33.321 HISTORIC DISTRICTS OF THE FAYETTEVILLE CITY CODE

WHEREAS, On September 4, 2025, residents submitted a petition to the City Clerk Treasurer's office to propose a local historic district called Oak Grove near Wilson Park; and

WHEREAS, the City Clerk Treasurer's office verified 34 signatures out of the total of 47 property owners within the proposed boundary and, since the petition was verified, three additional signatures of support were submitted to staff, bringing the total percentage of property owners in support of the district to 78.7%; and

WHEREAS, the proposed Oak Grove Historic District has been evaluated following the procedures outlined in the Arkansas Historic Districts Act including review and recommendations of approval by the Historic District Commission, Planning Commission, and State Historic Preservation Office; and

WHEREAS, the proposed district is highly significant for its Craftsman architecture and prominent use of locally sourced fieldstone, associated with neighborhood builder Noah Fields Drake; and

WHEREAS, this subset of the larger Wilson Park National Register Historic District represents the highest concentration of homes associated with Drake and the most architecturally intact homes in the neighborhood; and

WHEREAS, in 2008, the City Council established the White Hangar at Drake Field Historic District by ordinance but the district was never codified.

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 § 33.321 **Historic Districts** and enacts a replacement as follows:

“33.321 Historic Districts

(A) The City Council may establish historic districts pursuant to the provisions of Ark. Code Ann. §14-172-201, et seq., as amended.

(1) District Characteristics. The City Council and the Historic District Commission should consider the following characteristics when establishing an historic district to preserve areas of exemplary architectural, archaeological, cultural, or historic value:

- (a) Significance in history, architecture, archaeology, or culture;
- (b) Association with certain events that have made a significant contribution to the broad patterns of local, regional, state, or national history;
- (c) Association with the lives of significant persons in our past;
- (d) Embodying the distinctive characteristics of an architectural or engineering type, period, or method of construction;
- (e) Represents the work of a master designer, builder, or craftsman; or
- (f) Represents an established and familiar visual feature of the community.

(2) Relationship to Zoning Districts (Overlay Zone). The historic district regulations are intended to preserve and protect the historically or architecturally worthy buildings, structures, sites, monuments and neighborhoods of the historic area. In all zoning districts lying within the boundaries of the historic district, the regulations for both the zoning district and the historic district shall be applied. Whenever there is a conflict between the regulations of the zoning district and the regulations of the historic district overlay zone, the more restrictive shall apply.

(B) The City Council hereby establishes the following historic districts:

(1) Oak Grove Historic District shall consist of that area of the city as shown and legally described on Exhibit A attached hereto consisting of 40 parcels of land.

(2) The White Hangar at Drake Field Historic District shall consist of that area of the city as shown on Exhibit B attached hereto, and more particularly described as the hangar located at 4290 S. School Avenue within the City Limits of Fayetteville, Arkansas.”

City of Fayetteville Staff Review Form

2025-2747

Item ID

1/20/2026

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

Kylee Cole

12/31/2025

DEVELOPMENT REVIEW (630)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

ADM-2025-0045: Oak Grove Historic District

Budget Impact:

Account Number

Fund

Project Number

Project Title

Budgeted Item? No

Total Amended Budget

\$ -

Expenses (Actual+Encum)

\$ -

Available Budget

\$ -

Does item have a direct cost? No

Item Cost

\$ -

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ -

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

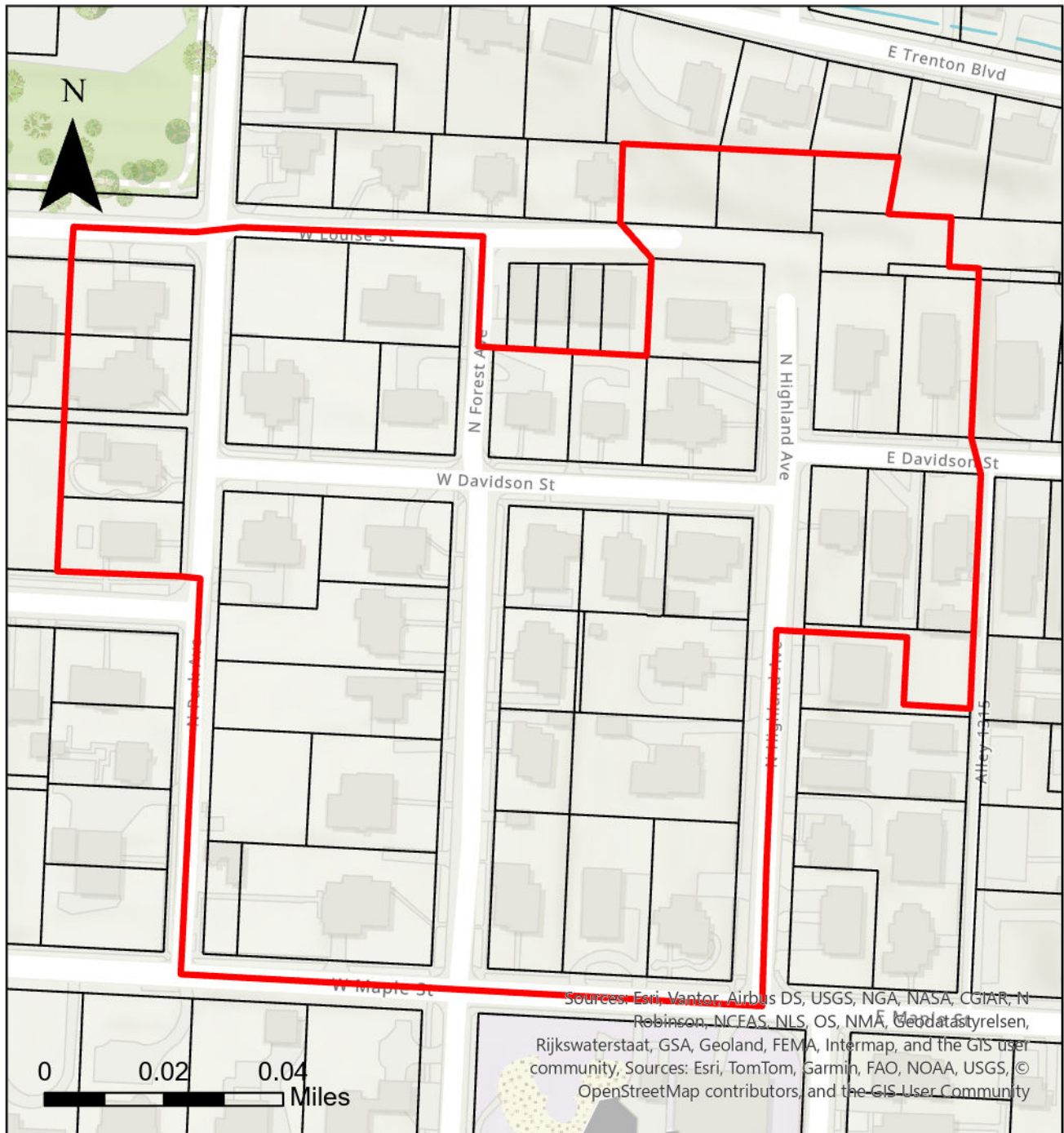
Change Order Number:

Approval Date:

Original Contract Number:

Comments:

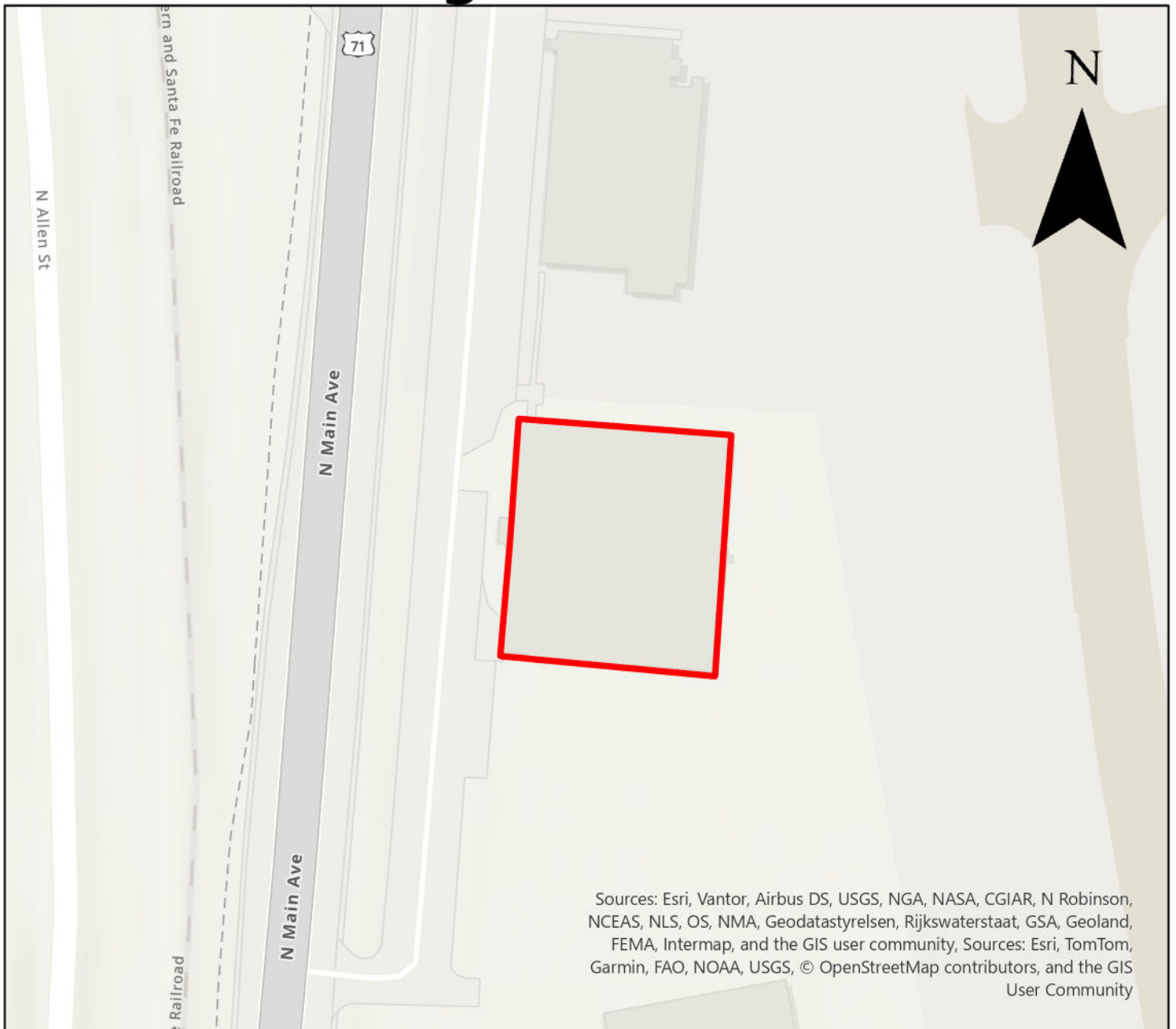
Oak Grove Historic District



Legend

 Recommended Boundary

White Hangar Historic District



Legend

 Recommended Boundary



TO: Mayor Rawn and City Council

THRU: Keith Macedo, Chief of Staff
Jonathan Curth, Development Services Director
Britin Bostick, Long Range & Special Projects Manager

FROM: Kylee Cole, Long Range & Preservation Planner
Historic District Commission

MEETING DATE: January 20, 2026

SUBJECT: **ADM-2025-0045: Oak Grove Historic District**

Recommendation:

The Historic District Commission, Planning Commission, State Historic Preservation Office (SHPO), and long range planning staff recommend approval of an ordinance to create the Oak Grove Historic District as shown in 'Exhibit A'.

Background:

On September 4, 2025, residents submitted a petition to the City Clerk's office to propose a local historic district called Oak Grove. This proposed district includes a portion of the Wilson Park Historic District, which is listed on the National Register of Historic Places, and several properties outside of the Wilson Park NRHP Historic District.

Since this honorary National Register designation provides no protections, residents have initiated a petition to strengthen the protection of the neighborhood's architecture through the creation of a local ordinance district.

Citizens initiated this petition to create a local historic district to protect the unique and significant architectural character of this portion of the neighborhood from inappropriate alterations, demolitions, and incompatible new construction.

The Clerk's office verified 34 signatures out of the total of 47 property owners within the proposed boundary. Their final calculation shows that 72% of property owners within the proposed district signed the petition. The required percentage of signatures is 51%. Since the submission to the Clerk's office, three additional signatures of support were submitted to staff, bringing the total percentage to 78.7%.

The proposed local historic district has been evaluated following the procedure outlined in the Arkansas Historic Districts Act (attached). The Historic District Commission, Planning Commission, State Historic Preservation Office (SHPO), and long range planning staff are in favor of the creation of the Oak Grove Historic District as shown in 'Exhibit A'.

SHPO Comment:

On October 28th, a letter from Scott Kaufman, State Historic Preservation Officer, was received

which outlined the Arkansas Historic Preservation Program's "full support of this proposal." Please see the full letter attached.

Planning Commission Comment:

On November 10th, a letter from Andrew Brink, Chair of the Fayetteville Planning Commission, was received noting "full support" of the proposal and an interest in supporting Planning Commission variance requests that would maintain the historic development patterns in the area. Please see the full letter attached.

Historic District Recommendation:

At the December 11th Historic District Commission meeting, commissioners unanimously voted to forward the proposed district to city council and recommended approval of the draft ordinance.

Alignment with Adopted Plans:

The creation of local historic districts is supported by four elements of the City's Heritage & Historic Preservation Plan adopted in July 2023:

Heritage and Historic Preservation Master Plan Relevant Goals and Action Items

1.9	Plan Review	Include historic preservation staff in review of proposed major projects and zoning changes to determine impacts to historic resources.
1.10	Demolition Ordinance	Pass an ordinance to allow for the review of proposed demolitions for resources forty-five years or older. Staff to evaluate each property for significance. Work with property owner to discourage demolition. Reviews should be taken up by HDC as needed.
3.7	Local Historic District Designation	Poll NRHP historic district property owners to gauge interest in becoming a local historic district. Based on poll results, prioritize facilitation of local historic district designation.
4.9	Community Engagement: Transparency	Publish information about historic preservation reviews and demolitions of historic properties to increase transparency.

Boundary:

Roughly bounded by North Highland Avenue on the east, West Maple Street on the south, North Park Avenue on the west, and West Louise Street on the north. More specifically, the boundaries are shown in Figure 1 below and 'Exhibit A' (attached).¹

**Legend****Number of Resources within Boundary:**

Contributing: 31

Non-Contributing: 2

¹ Staff received two verbal requests for inclusion in the district and one verbal request for exclusion for a vacant lot. At this time, staff is not recommending any amendments to the boundary as originally presented at the HDC meeting, PC meeting, and within this report. No written requests have been received and ahead of the December 11 HDC meeting, the owner of the vacant lot provided a written letter of support for the creation of the district.

History:

The Oak Grove Historic District, located just north of Fayetteville's historic commercial downtown, extends roughly between Highland Avenue on the east, North Park Avenue on the west, West Louise Street on the north, and West Maple Street on the south. This area contains land originally incorporated into the city through the Oak Grove and Englewood Additions in the early 1900s.

This area broadly captures the eastern portion of the Wilson Park Historic District (NRHP). As outlined in the National Register of Historic Places nomination, the Wilson Park area reflects the economic evolution of the community:

The initial development of the Wilson Park District occurred in the early part of the century during a boom period for Fayetteville. By 1910 the population had reached nearly 5000 and Fayetteville Lumber and Cement, Hill City Lumber and the Red Star Spoke Factory were doing a record business. The tons of produce and grain leaving Fayetteville yearly kept three train lines running. Canning factories and cold storage companies were built to package the produce for shipping. Many permanent homes were established during this period within the district. Summer cabins were built on East Mountain, later renamed Mt. Sequoyah, for vacationers taking advantage of the temperate climate. There were four banks and the square became the retail center for NW Arkansas with shops staying open until 9:00 p.m. to accommodate farmers in the outlying communities who needed to shop after their farm work was done.²

The development of Oak Grove was primarily led by Noah Fields Drake. Drake was born on January 30, 1864 near Summers, around 20 miles west of Fayetteville. He graduated in 1888 from the Arkansas Industrial University (now University of Arkansas) with a degree in civil engineering. After graduation, he worked on the Arkansas Geological Survey, then relocated to Texas for work with the State Geological Survey. In 1893, he followed mentor Dr. J.C. Banner to Leland Stanford University in California, where he earned several degrees, including a Ph.D. in geology in 1897. Following graduation, he spent one year with the United States Geological Survey before accepting a position at Peking University in Tientsin China to teach geology and mining. He worked on many influential projects during his tenure in Tientsin, including creating the first geological maps of any part of China. He worked with the Chinese government, the Public Works Department of Tientsin, and as a consulting geologist for the American China Development Company.



Figure 1. Noah Fields Drake.
Source: Orange County
California Genealogical Society
(Vera Wade Drake).

In 1911, Drake returned to the U.S. and accepted a position at the University of Arkansas as a professor of geology and mining.³ Drake served as the state geology, chair of the Geology Department, and curator of the University Museum before retiring from academia in 1920.⁴

² Kenneth Story, "Wilson Park Historic District National Register of Historic Places Nomination", Arkansas Historic Preservation Program, February 2, 1995.

³ "Memorial: Noah Fields Drake (1864-1945)," *Bulletin of the American Association of Petroleum Geologists*, vol. 29, no. 12 (December 1945), pp 1794, https://archives.datapages.com/data/bull_memorials/029/029012/pdfs/1794.htm, accessed October 6, 2025.

⁴ Annie Dowling, "Building a Vernacular Neighborhood and Beyond: Noah Drake's Legacy in Wilson Park and Fayetteville," (unpublished manuscript, October 30, 2014), typescript.

Upon his return to Fayetteville, he purchased the house at 513 Highland Avenue, formerly owned by geology professor A.H. Purdue. The house was in the Gates subdivision of the Oak Grove Addition to the City of Fayetteville.

Drake purchased land in the Gates subdivision in August 1914 for \$3,250. He also purchased land in the adjacent Englewood Addition in 1920 for \$1,350 (Figures 2 and 3). The following year, he purchased additional land for \$1,250 and began the construction of his family home at 501 N. Forest Avenue.⁵

After the Drake house was completed, Noah Fields Drake tried his hand at real estate development. He constructed eleven residences between 1925 and 1936, which are located in area of the proposed Oak Grove Local Historic District.⁶ He also constructed two commercial buildings downtown in the late 1920s which housed Montgomery Ward & Co. and Sears Roebuck & Co.⁷ The Montgomery Ward Building at 41 West Center was constructed in 1929. The 20,000 square foot department store occupied the building until 1961 when it moved into the Evelyn Hills Shopping Center and the Clark-Eoff Furniture Company leased the space. In the mid-1970s, the building became an annex of the Washington County Courthouse and it served that purpose until its demolition in 2005.⁸

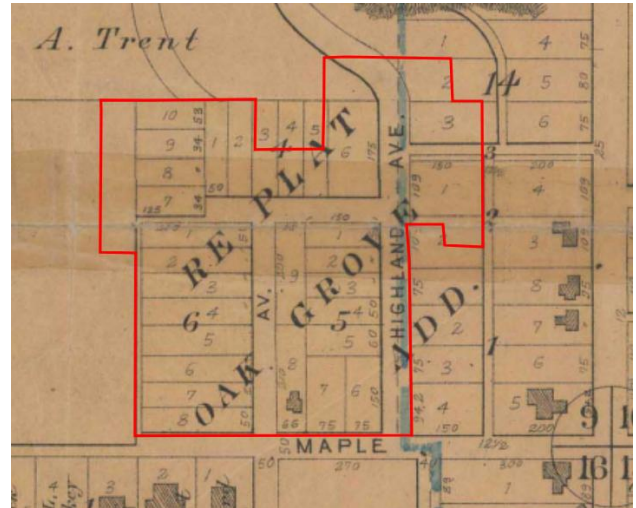


Figure 2. 1908 Plat Map of Oak Grove Addition. Portion in proposed district outlined in red.

Drake was also instrumental in the development of Wilson Park, Fayetteville's original City Park, just northwest of the neighborhood. He and other businessmen formed the City Park Company, which improved the park and built the first permanent pool in 1926.⁹ Most recognizable is Drake's role in the establishment of the municipal airport. In 1929, he donated \$3,500 to the city to purchase the land for an airport, then in 1947 the City renamed the airport Drake Field in honor of Noah Fields Drake.¹⁰

Architecture of Oak Grove

The Oak Grove neighborhood is architecturally distinctive, with a high concentration of Craftsman homes, including significant examples of residences

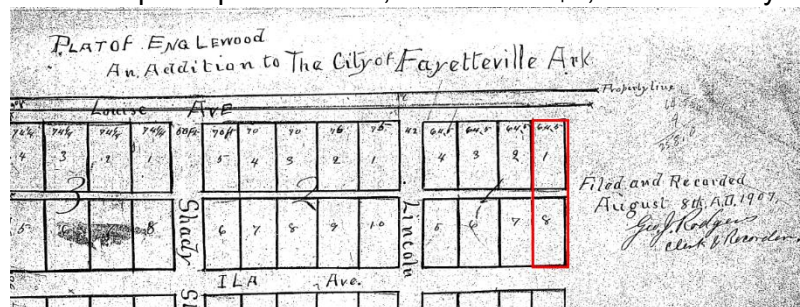


Figure 3. 1907 Plat Map of Englewood Addition. Portion of proposed district outlined in red.

⁵ Dowling, "Building a Vernacular Neighborhood and Beyond."

⁶ He created Drake's Replat of Block IV of the Revised Plat of Gate's [sic] Subdivision to Oak Grove Addition and Drake's Replat of Blocks I and VI of Englewood Addition. Four of Drake's houses are located on Park Avenue, six of them on West Davidson Street and one on Highland Avenue. Dowling, "Building a Vernacular Neighborhood and Beyond."

⁷ Vera Drake Wade, "The Pioneer Drake Family," *Orange County California Geological Society*, https://occgs.com/projects/rescue/family_files/files/DRAKE%20Family.pdf, accessed October 6, 2025.

⁸ Anthony J. Wappel and Dennis L. Garrison, *On the Avenue: An Illustrated History of Fayetteville's US Highway 71B*, (Fayetteville, AR: Signature Book Printing, 2015), 105. Washington County Arkansas, "Brief History of County Buildings, Washington County Arkansas," <https://www.washingtoncountyar.gov/government/departments-a-e/archives/brief-history-of-county-buildings>, accessed October 13, 2025.

⁹ Story, "Wilson Park Historic District."

¹⁰ Wappel and Garrison, *On the Avenue*, 9.

constructed by Noah Fields Drake.

Most of the homes within the proposed boundary present with some level of Craftsman detail or influence. Many feature prominent front porches, deeply set windows, exposed rafter tails, and low-pitched gabled roofs, characteristic of the Craftsman style.¹¹

Seven examples of “Rock Houses” constructed by Noah Fields Drake are extant in the neighborhood. Drake’s family home at 501 N. Forest Ave. was the first he constructed in the area and was the largest. According to the Arkansas Historic Preservation Program Survey Form for the property, the home used limestone from the “Highland & Dickson Church excavation” in its construction.¹² In his other examples, Drake extensively used locally quarried sandstone. Although similar in composition to the vernacular stone “Ozark Giraffe” examples in other areas of Fayetteville, Drake’s stone houses are distinctly different. In contrast to the Ozark Giraffe’s large stone slabs with uncut or very rough-cut margins and no coursing with thick white mortar, Drake’s stone is rough to square cut and applied in a neat, organized courses with thin mortar joints. Drake also commonly pairs his stonework with brick. The stone used by Drake does have the typical variety of earthy tones observed in Ozark Giraffe homes, with stone ranging from yellows to deep orange hues, which gave the houses a warmth and compliment the lush, wooded surroundings.¹³ Drake’s prominent use of local stone connected the homes to their natural environment, and was an architectural detail honored by other builders who sited homes in the neighborhood.

Discussion:

The proposed district is highly significant for its Craftsman architecture and prominent use of locally sourced fieldstone, associated with neighborhood builder Noah Fields Drake (Criterion C). This subset of the larger Wilson Park National Register Historic District represents the highest concentration of homes associated with Drake and the most architecturally intact homes in the neighborhood.

Public Comment:

Ahead of the Planning Commission’s November 10th meeting, staff received nine written comments in support. Staff also received two verbal requests for inclusion in the district, and one general inquiry from an adjacent property owner. At the Planning Commission meeting, 4 members of the public spoke in support of the request. Additional written comment was received ahead of the December 11th Historic District Commission meeting, one additional written comment was received. 4 members of the public spoke in support of the request.

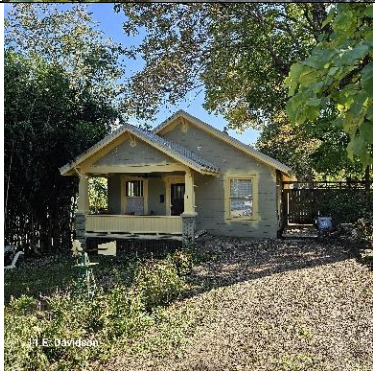
¹¹ Virginia Savage McAlester, *A Field Guide to American Houses*, (New York: Knopf, 2023), 567.

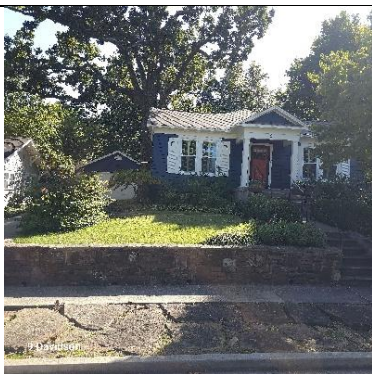
¹² Arkansas Historic Preservation Program, “Arkansas Architectural Resources Form WA0592,” November 21, 1992.

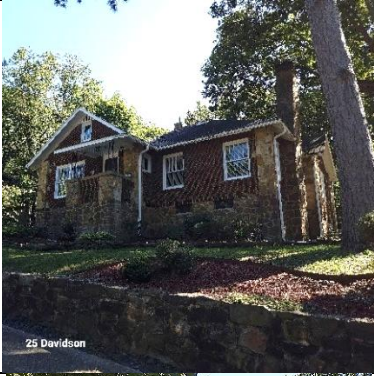
¹³ Cyrus A. Sutherland with Gregory Herman, Claudia Shannon, Jean Sizemore Jeannie M. Wayne and Contributors, “Wilson Park and Rock Houses”, [Fayetteville, Arkansas], SAH Archipedia, eds. Gabrielle Esperdy and Karen Kingsley, Charlottesville: UVaP, 2012—, <http://sah-archipedia.org/buildings/AR-01-WA20>, accessed: October 6, 2025.

Properties:

All photos by City of Fayetteville unless otherwise noted.

Address	Photo
5 E. Davidson St. Date of Construction: c.1925 Style/Form: Craftsman Bungalow Association(s): Contributing to Local Historic District: Y Preservation Priority: Medium	
11. E. Davidson St. Date of Construction: c. 1923 Style/Form: Craftsman Bungalow Association(s): Contributing to Local Historic District: Y Preservation Priority: Medium	
12 E. Davidson St. Date of Construction: c. 1925 Style/Form: Craftsman Bungalow Association(s): Contributing to Local Historic District: Y Preservation Priority: Medium Photo Source: Google Streetview (March 2025)	
32 E. Davidson St. Date of Construction: c. 1925 Style/Form: Craftsman Bungalow Association(s): Contributing to Local Historic District: Y Preservation Priority: Medium	

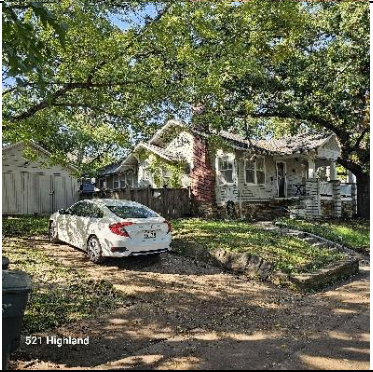
9 W. Davidson St. Date of Construction: c. 1920 Style/Form: Plain/Traditional w/ Greek Revival Influence Association(s): Contributing to Local Historic District: Y Preservation Priority: Medium	
14 W. Davidson St. Date of Construction: c. 1925 Style/Form: Craftsman Association(s): Constructed by Noah Fields Drake; Vera Drake Wade Contributing to Local Historic District: Y Preservation Priority: High	
15 W. Davidson St. Date of Construction: c. 1925 Style/Form: Craftsman Bungalow Association(s): Contributing to Local Historic District: Y Preservation Priority: Medium Photo source: Google Streetview (March 2025)	
16 W. Davidson St. Date of Construction: c. 1925 Style/Form: Craftsman Association(s): Constructed by Noah Fields Drake Contributing to Local Historic District: Y Preservation Priority: High	

25 W. Davidson St. Date of Construction: c. 1922 Style/Form: Craftsman Association(s): Contributing to Local Historic District: Y Preservation Priority: Medium	
26 W. Davidson St. Date of Construction: c. 1930 Style/Form: Craftsman Association(s): Contributing to Local Historic District: Y Preservation Priority: High	
501 N. Forest Ave. Date of Construction: c. 1922 Style/Form: Craftsman Association(s): Constructed by Noah Fields Drake; Mary Eleanor Shockley Drake (3rd Vice President of Arkansas Woman's Suffrage Association); George Clifton Wade (State senator) Contributing to Local Historic District: Y Preservation Priority: High	
503 N. Forest Ave. Date of Construction: c. 1924 Style/Form: I-House Association(s): Contributing to Local Historic District: Y Preservation Priority: Medium	

506 N. Forest Ave. Date of Construction: c. 1925 Style/Form: Plain/Traditional Association(s): Contributing to Local Historic District: Y Preservation Priority: Medium	
508 N. Forest Ave. Date of Construction: c. 1925 Style/Form: Craftsman Bungalow Association(s): Contributing to Local Historic District: Y Preservation Priority: Medium	
509 N. Forest Ave. Date of Construction: c. 1928 Style/Form: Plain/Traditional Association(s): Harry R. Rosen, U of A scientist named Arkansas Man of the Year in Agriculture in 1953 for developing disease-resistant varieties of wheat and oats.¹⁴ Contributing to Local Historic District: N Preservation Priority: Low	
511 N. Forest Ave. Date of Construction: c. 1922 Style/Form: Craftsman Association(s): Contributing to Local Historic District: Y Preservation Priority: Medium	

¹⁴ University of Arkansas Agricultural Experiment Station, "Rosen Center for Alternative Pest Control," University of Arkansas Division of Agriculture Research & Extension, <https://aaes.uada.edu/centers-and-programs/rosen-alternative-pest-control-center/>, accessed October 7, 2025.

515 N. Forest Ave. Date of Construction: c.1923 Style/Form: Craftsman Association(s): Contributing to Local Historic District: Y Preservation Priority: Medium	
601 N. Forest Ave. Date of Construction: c.1925 Style/Form: Craftsman Association(s): Contributing to Local Historic District: Y Preservation Priority: Low	
625 N. Forest Ave. Date of Construction: 2019 Style/Form: Contemporary Contributing to Local Historic District: N Preservation Priority: Low Photo source: Google Streetview (March 2025)	
513 N. Highland Ave. Date of Construction: c. 1911 Style/Form: Plain/Traditional Association(s): Occupied by Noah Fields Drake upon his return to Arkansas; Mary Eleanor Shockley Drake (Third Vice President of Arkansas Woman's Suffrage Association) Contributing to Local Historic District: Y Preservation Priority: Medium	

517 N. Highland Ave. Date of Construction: c.1920 Style/Form: Plain/Traditional w/ Greek Revival Influence Association(s): Contributing to Local Historic District: Y Preservation Priority: Medium	
521 N. Highland Ave. Date of Construction: c.1925 Style/Form: Craftsman Association(s): Contributing to Local Historic District: Y Preservation Priority: Medium	
526 N. Highland Ave. Date of Construction: c.1930 Style/Form: Plain/Traditional Contributing to Local Historic District: Y Preservation Priority: Medium	
601 N. Highland Ave. Date of Construction: c.1920 Style/Form: Craftsman Association(s): Contributing to Local Historic District: Y Preservation Priority: Medium	

603 N. Highland Ave.

Date of Construction: c.1920

Style/Form: Craftsman

Association(s):

Contributing to Local Historic District: Y

Preservation Priority: Medium

**12 W. Maple St.**

Date of Construction: c.1925

Style/Form: Craftsman Bungalow

Association(s): Attributed to Noah Fields Drake

Contributing to Local Historic District: Y

Preservation Priority: Medium

Photo source: Google Streetview (March 2025)

**14 W. Maple St.**

Date of Construction: c.1926

Style/Form: Craftsman

Association(s):

Contributing to Local Historic District: Y

Preservation Priority: Medium

**16 W. Maple St.**

Date of Construction: c.1925

Style/Form: Craftsman Bungalow

Association(s):

Contributing to Local Historic District: Y

Preservation Priority: Medium

**98 W. Maple St.**

Date of Construction: c.1926

Style/Form: Plain/Traditional

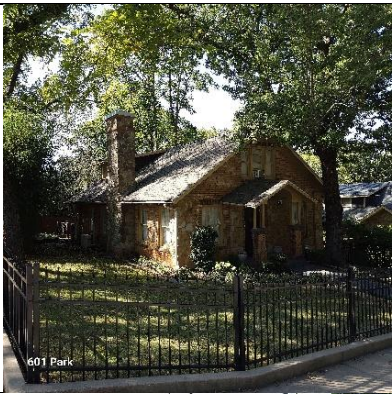
Association(s): Originally constructed as a barn for home at 501 N. Forest Ave.

Contributing to Local Historic District: Y

Preservation Priority: Medium

Photo Source: Google Streetview (March 2025)



601 N. Park Ave. Date of Construction: c.1927 Style/Form: Craftsman Association(s): Constructed by Noah Fields Drake Contributing to Local Historic District: Y Preservation Priority: High	
603 N. Park Ave. Date of Construction: c.1927 Style/Form: Craftsman Bungalow Association(s): Constructed by Noah Fields Drake Contributing to Local Historic District: Y Preservation Priority: High	
605 N. Park Ave. Date of Construction: c.1925 Style/Form: Craftsman Bungalow Association(s): Attributed to Noah Fields Drake Contributing to Local Historic District: Y Preservation Priority: Medium	

Attachments:

- Excerpt from Arkansas Historic Districts Act
- City Clerk Treasurer Verification Letter
- SHPO Letter
- Planning Commission Letter
- Public Comment

14-172-203. Applicability.

None of the provisions of this subchapter shall be in operation until and unless:

(1) There shall have been filed, with the clerk of the city, town, or county in which an historic district is contemplated, a petition signed by a majority in numbers of the property owners within the proposed historic district agreeing that their property shall be included in the historic district; or

(2) The boundaries of the proposed historic district are identical to and encompass the area of a National Register of Historic Places Historic District as certified by the United States Department of the Interior.

History. Acts 1963, No. 484, § 10; 1965, No. 170, § 2; 1979, No. 371, § 1; A.S.A. 1947, § 19-5010; Acts 1993, No. 194, § 1

14-172-207. Establishment of historic districts.

By ordinance adopted by vote of the governing body thereof, any city, town, or county may establish historic districts and may make appropriations for the purpose of carrying out the provisions of this subchapter, subject to the following provisions:

(1)(A)(i) An historic district commission, established as provided in § 14-172-206, shall make an investigation and report on the historic significance of the buildings, structures, features, sites, or surroundings included in any such proposed historic district and shall transmit copies of its report to the Arkansas Historic Preservation Program, a division of the Department of Arkansas Heritage, to the planning commission of the municipality or county, if any, and in the absence of such commission, to the governing body of the municipality or county for its consideration and recommendation.

(ii) Each such body or individual shall give its recommendation to the historic district commission within sixty (60) days from the date of receipt of the report.

(B)(i) Recommendations shall be read in full at the public hearing to be held by the commission as specified in this section.

(B)(i) Recommendations shall be read in full at the public hearing to be held by the commission as specified in this section.

(ii) Failure to make recommendations within sixty (60) days after the date of receipt shall be taken as approval of the report of the commission.

(2)(A) The commission shall hold a public hearing on the establishment of a proposed historic district after giving notice of the hearing by publication in a newspaper of general circulation in the municipality or county once a week for three (3) consecutive weeks, the first such publication to be at least twenty (20) days prior to the public hearing.

(B) The notice shall include the time and place of the hearing, specify the purpose, and describe the boundaries of the proposed historic district.

(3)(A) The commission shall submit a final report with its recommendations and a draft of a proposed ordinance to the governing body of the municipality or county within sixty (60) days after the public hearing.

(B) The report shall contain the following:

- (i) A complete description of the area or areas to be included in the historic district. Any single historic district may embrace noncontiguous lands;
 - (ii) A map showing the exact boundaries of the area to be included within the proposed district;
 - (iii) A proposed ordinance designed to implement the provisions of this subchapter; and
 - (iv) Such other matters as the commission may deem necessary and advisable.
- (4) The governing body of the municipality or county, after reviewing the report of the commission, shall take one (1) of the following steps:
- (A) Accept the report of the commission and enact an ordinance to carry out the provisions of this subchapter;
 - (B) Return the report to the commission, with such amendments and revisions thereto as it may deem advisable, for consideration by the commission and a further report to the governing body of the municipality or county within ninety (90) days of such return; or
 - (C) Reject the report of the commission, stating its reasons therefore, and discharge the commission.
- (5) The commission established under the provisions of this subchapter, by following the procedures set out in subdivisions (2) to (4), inclusive, of this section, may, from time to time, suggest proposed amendments to any ordinance adopted under this section or suggest additional ordinances to be adopted under this section.

History. Acts 1963, No. 484, § 3; 1965, No. 170, § 1; 1977, No. 480, § 11; A.S.A. 1947, § 19- 5003; Acts 1993, No. 194, § 3.

Office of the City Clerk Treasurer

Kara Paxton – City Clerk Treasurer
Courtney Spohn – Senior Deputy City Clerk



Phone: 479.575.8323
cityclerk@fayetteville-ar.gov

113 W. Mountain Street
Fayetteville, Arkansas 72701

Date: September 26, 2025

Historic District Commission

Commissioner Christine Myres, Chair
Commissioner Meredith Mahan, Vice Chair
Commissioner Cheri Coley
Commissioner Tommie Flowers Davis
Commissioner Jennifer Didway
Commissioner Mark Harper
Commissioner Karen Rorex
Board Staff Contact - Kylee Cole, Long Range & Historic Preservation Planner

RE: Proposed Historic District – Oak Grove

Commissioners,

After a detailed review of the Arkansas Historic Districts Act, deed records, and the petition signatures submitted on September 4, 2025, our office has verified that there are enough signatures to meet the required threshold of 51%. Our team was able to verify thirty-four (34) signatures out of the total of forty-seven (47) property owners within the proposed boundary. Our final calculation shows that 72% of property owners within the proposed historic district signed the petition.

Respectfully,

A handwritten signature in blue ink that reads "Kara Paxton".

Kara Paxton, MMC, CAMC, MSISM
City Clerk Treasurer
City of Fayetteville



Sarah Huckabee Sanders
Governor
Shea Lewis
Secretary

October 28, 2025

Christine Myres, Chair
Historic District Commission
Fayetteville, AR

Dear Chair Myres:

Thank you for your submission, dated October 10, 2025, of Fayetteville's official report regarding the proposed creation of the Oak Grove Local Historic District. In accordance with the Arkansas Historic Districts Act, this letter serves as the Arkansas Historic Preservation Program's (AHPP) official reply.

It is with pleasure that AHPP gives its full support to this proposal. The Oak Grove report encapsulates multiple reasons why this area is a suitable location for local preservation design review. First, residents of the neighborhood evinced an overwhelming support for the proposal. Second, the structures in the proposed district, when taken as a whole, display a distinct and cohesive historic fabric, both in construction era and in their architectural style. This second factor is further substantiated by the fact that the proposed boundaries of Oak Grove overlap with the eastern boundary of the Wilson Park National Register Historic District. Finally, several of the proposed district's individual properties hold historical ties with Noah Fields Drake, a prominent Fayetteville native and an accomplished academic.

On behalf of AHPP's staff, I want to acknowledge the commendable efforts by multiple parties to bring this accomplishment to fruition. Among those that deserve thanks are the members of the Fayetteville Historic District Commission, Kylee Cole and Britin Bostick of the Fayetteville Planning Department, and the property owners in the Oak Grove neighborhood that worked diligently to garner support for this project.

Should you have any questions regarding this project, such as procedural matters or potential updates to your local ordinance to reflect this district's creation, feel free to contact AHPP at any time. Thank you for your contribution to the important work of preserving historic resources in Arkansas.

Sincerely,

A handwritten signature in blue ink that reads 'Scott Kaufman'.

Scott Kaufman
AHPP Director &
State Historic Preservation Officer



CITY OF
FAYETTEVILLE
ARKANSAS

Planning Commission
Fayetteville, Arkansas

November 10, 2025

Chair Christine Myres & Fayetteville Historic District Commission
City of Fayetteville, Arkansas

RE: Oak Grove Local Historic District

Dear Ms. Myres & Historic District Commissioners,

Thank you for the opportunity to comment on the proposed Oak Grove Local Historic District. In accordance with the Arkansas Historic Districts Act, this letter serves as the Planning Commission's official reply.

The Planning Commission is delighted to give its full support to this proposal. As indicated in the report, it is evident that Oak Grove is a special place that deserves protection and stewardship. The architectural style of the area and the association with Noah Fields Drake makes this neighborhood historically important. It is rare to see such overwhelming support for a neighborhood project, and we are impressed by the residents' dedication to preserving the unique character of their neighborhood.

The Planning Commission wishes to offer our support now and in the future for development-related requests that may come before our body. We understand that the historic development patterns in this neighborhood differ from our current development standards, specifically the Master Street Plan. As variances to the Master Street Plan are under the purview of the Planning Commission, we will take this historic development pattern and the desire of the neighborhood to preserve it into full consideration if any requests come before us.

We also want to express our support for waiving fees for variance applications associated with historic properties. We hope that this will incentivize the restoration and adaptive reuse of historic buildings and appropriate infill in Fayetteville's historic neighborhoods.

Respectfully,

A handwritten signature in blue ink that reads "Andrew Brink".

Andrew Brink
Chair, Planning Commission



Historic District

From Andrea Fournet <andreafournet@gmail.com>

Date Wed 11/5/2025 11:56 AM

To Cole, Kylee <kcole@fayetteville-ar.gov>; Martin Schapiro <martin.schapiro@gmail.com>

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 Kylee and Martin,

I am so glad you both have worked so diligently and efficiently to get this designation for our neighborhood. We (Myself, David, and Adele) are all in favor of this plan.

May the planning commission pass it.

Respectfully,
Andrea



Outlook

Oak Grove Historic District

From Joseph Candido <candido@uark.edu>
Date Tue 11/4/2025 3:07 PM
To Cole, Kylee <kcole@fayetteville-ar.gov>

CAUTION: This email originated from outside of the City of Fayetteville. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Andrew Brink,
Planning Commission Chair
City of Fayetteville
Fayetteville, AR 72701

Dear Mr. Brink:

Since we will not be able to attend the Planning Commission meeting on November 10 to consider the establishment of the Oak Grove Historic District, we are writing to you to express our unequivocal support for the proposal of this local historic district in accordance with the Arkansas Historic Districts Act. We have resided at 15 West Davidson Street for the last 47 years and have seen many changes to our local environs, not all of them welcome. We strongly support the protections that a local historic district will provide to preserve the unique architecture and atmosphere of our distinctive residential neighborhood. We urge you to support this endeavor by voting to recommend the formation of this district.

Sincerely,

Joseph and Anne Marie Candido
15 West Davidson Street
Fayetteville, AR 72701



Letter to Andrew Brink regarding Oak Grove Historic District

From John Blakinger <johnrb@uark.edu>

Date Sat 11/8/2025 12:46 PM

To Cole, Kylee <kcole@fayetteville-ar.gov>

CAUTION: This email originated from outside of the City of Fayetteville. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Kylee,

I would like to submit the following letter to Andrew Brink and the Planning Commission regarding Oak Grove since I am unable to attend the meeting on Monday. Thank you!

I also assume you received the three additional petition signatures that came in late, which I dropped off at your office.

John

November 8, 2025

Andrew Brink
Planning Commission Chair
City of Fayetteville
Fayetteville, AR 72701

Dear Mr. Brink:

Since I am unable to attend the Planning Commission meeting on November 10 regarding the establishment of the Oak Grove Historic District, I am writing to you and the Commission directly to express my unequivocal support for the proposed district. I have lived on Forest Avenue since 2020 and at 515 North Forest Avenue since 2021. Even in just five years, the development pressures around Wilson Park have been dramatic, with numerous old homes torn down and new buildings constructed. These changes threaten the unique historic quality of our neighborhood, which includes important examples of vernacular Ozark residential architecture, including the iconic giraffe stone facades on the rock houses on Park Avenue and Davidson Street, and key examples of the American craftsman bungalow from the 1910s and 1920s. The neighborhood is also deeply tied to the history of Fayetteville through Noah Drake, who developed the area and was instrumental in creating Wilson Park and establishing Drake Field.

I strongly support the protections that the historic district will provide, especially its regulations regarding demolition of existing historic structures and guidelines for new construction. The district has overwhelming support from residents within its proposed boundaries, and I believe its formation is an

important step in preserving our city's unique character as it continues to grow. I urge you to support these efforts by voting to recommend the formation of the district.

Sincerely,
John Blakinger
515 North Forest Avenue

TO: ANDREW BRINK, Planning Commission Chair
FROM: Michael and Jodie Standrod 12 W Maple St
DATE: November 9, 2025
RE: Proposed Oak Grove Historic District

Dear Chairman Brink:

We are writing as owner/residents of this property for over 45 years, to express our strongest support for the establishment of this local historic district.

We were actively involved in the establishment of the original Wilson Park National Historic District, working with Cyrus Sutherland, Tim Conklin and the neighborhood property owners. Unfortunately, no restrictions or covenants were enacted, which resulted in nothing more than a few signs being placed at the neighborhood perimeters.

The protection provided by this local historic preservation district will help preserve the architecture and feel of this unique neighborhood in Fayetteville; in particular, the "rock-house" bungalows and cottages built by Noah Drake in the early 1900's.

It is our understanding that some 70-80% of the property owners in this area are in support of and have signed the circulated petition requesting this designation.

PLEASE vote to recommend the formation of this district.

Sincerely,

Michael Standrod

Jodie Standrod

Michael & Jodie Standrod



Outlook

Support for Proposed Oak Grove Historic District

From Sandra Allen <allensandra302@gmail.com>

Date Mon 11/10/2025 8:44 AM

To Cole, Kylee <kcole@fayetteville-ar.gov>

Cc Sandra Allen <allensandra302@gmail.com>

CAUTION: This email originated from outside of the City of Fayetteville. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Planning Commission Chair Andrew Brink:

I am writing as a resident of the proposed Oak Grove Historic District to convey my support for the establishment of this local historic district in accordance with the Arkansas Historic Districts Act. The protections that a local historic district offers will help us preserve the unique architecture and feel of a special residential neighborhood in Fayetteville. Please vote to recommend the formation of this district.

Sincerely,
Sandra Allen
9 West Davidson Street
Fayetteville, AR 72701



Outlook

Oak Grove Historic District

From Annie smith <smith_annie@hotmail.com>**Date** Mon 11/10/2025 9:36 AM**To** Cole, Kylee <kcole@fayetteville-ar.gov>

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Good morning,

I am the homeowner at 601 North Highland Avenue and wanted to share my support for creation of an Oak Grove Historic District to help preserve elements of the historic nature of the neighborhood in the core of Fayetteville.

Thank you for your consideration.

Warmly,
Annie Smith

Sent from my iPhone



Outlook

In Support of the Oak Grove Local Historic District

From Aaron Bleidt <aaron@doxavantage.com>

Date Mon 11/10/2025 9:53 AM

To Cole, Kylee <kcole@fayetteville-ar.gov>

Cc John Clayborn <john.clayborn@tyson.com>

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.

c/o Kylee Cole:

Dear members of the Fayetteville Planning Commission,

We are writing as residents of the proposed Oak Grove Historic District to convey our support for the establishment of this local historic district in accordance with the Arkansas Historic Districts Act.

The protections that a local historic district offers will help us preserve the unique architecture and feel of a special residential neighborhood in Fayetteville.

At your November 10th meeting, please vote to recommend the formation of this district.

Sincerely,

Aaron Bleidt & John Clayborn

14 W Maple St
Fayetteville, AR



Re: I support the proposed Oak Grove Historic Ordinance

From S.Deen <sdeenark@yahoo.co.uk>
Date Mon 11/10/2025 9:25 AM
To Cole, Kylee <kcole@fayetteville-ar.gov>
Cc sdeenark@yahoo.co.uk <sdeenark@yahoo.co.uk>

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.

Monday, 10 November 2025
Fayetteville, Arkansas

Dear Ma'am, dear Sir,

I vigorously support the proposed Oak Grove Historic Ordinance. Please proceed to approve it and send it to the Fayetteville City Council for adoption.

Together with my friends Rahmat and Sari Soemadipradja, I own the property located at the corner of N. Forest Avenue and Louise Street, which is inside the proposed historic district. We have already signed and submitted a petition for adoption of the ordinance.

Fayetteville is rapidly changing, and change can be a good thing -- though not always. Let us please preserve our Wilson Park area jewel of a craftsman cottages historic district. There are greedy developers that would pull it down and build apartments, which would -- in my view -- be criminal. Let us preserve this piece of Fayetteville historic beauty.

Respectfully yours,
Stephan Deen
625 N. Forest Avenue
Fayetteville, Arkansas 72701



Outlook

Oak Grove Historic District

From David Teaff <rudyandholly@sbcglobal.net>**Date** Mon 11/10/2025 1:44 PM**To** Cole, Kylee <kcole@fayetteville-ar.gov>

CAUTION: This email originated from outside of the City of Fayetteville. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Planning Commission Chair Andrew Brink,

We have lived in the Oak Grove area on Forest Ave. for over 30yrs. We love our neighborhood and have tried to be good stewards. We are excited to see younger people moving into the area the want to preserve its historical identity for future generations. They have our total support.

David and Jennifer Teaff
508 Forest Ave.
Fayetteville, Ar. 72701
Sent from my iPad



Outlook

Oak Grove Historic District

From Doug Walsh <kdougwalsh@yahoo.com>**Date** Mon 11/10/2025 3:13 PM**To** Cole, Kylee <kcole@fayetteville-ar.gov>

CAUTION: This email originated from outside of the City of Fayetteville. Do not click links or open attachments unless you recognize the sender and know the content is safe.

I live at 601 N. Highland and within the proposed Oak Grove Historic District. I'm writing to state my support for the creation of the district. It provides reasonable guidelines while supporting the historical nature of the neighborhood.

Thanks,
Doug Walsh



Outlook

Oak Grove Historic District

From Elizabeth Sims <elizasims85@gmail.com>**Date** Thu 12/11/2025 4:36 PM**To** Cole, Kylee <kcole@fayetteville-ar.gov>

CAUTION: This email originated from outside of the City of Fayetteville. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Kylee,

I hope I'm not too late. I'm writing to express my support for the proposed Oak Grove Historic District. My husband and I purchased 32 East Davidson Street in 2012 and completed the renovation in 2014. Keeping the home era appropriate was very important to us. We love our neighborhood and the embedded history behind each home and our hope is for current and future homeowners within the neighborhood to also keep preservation in mind.

Thank you,

Liz Sims

32 E.Davidson St

Oak Grove Historic District Boundary Description:

Beginning at a point where West Maple Street and North Park Avenue intersect, the boundary runs north along the centerline of North Park Avenue to the intersection of West Ila Street. At North Park Avenue and West Ila Street the boundary turns and runs west along the centerline of West Ila Street then turns north to the rear property line of the property at 601 North Park Avenue. The boundary runs north along the rear property lines of the buildings at 601, 603, and 605 North Park Avenue until intersecting with the centerline of West Louise Street. At this point the boundary turns and runs east along the centerline of West Louise Street until it intersects with the centerline of North Forest Avenue. At this point the boundary turns and runs south along the centerline of North Forest Avenue until it intersects with the rear property line of the building at 16 West Davidson Street. At this point the boundary runs east along the rear property lines of the buildings at 16 and 14 West Davidson Street until intersecting with the rear property line of the building at 603 North Highland Avenue. Here the boundary veers northwest to intersect with the western property line of Lot 2 Block 15 of the Replat of Blocks 14 and 15, A.L. Trent's Revised Plat of City Park Addition to the City of Fayetteville, Washington County Arkansas. At this point the boundary runs north to the intersection with the rear property line of this lot, where it turns and follows the rear property line of Lots 2, 1, and Parcel 765-03852-000, where it turns and veers southwest until reaching the intersection with the northern property line of Lot 7 of Block 14 of the Replat of Blocks 14 and 15, A.L. Trent's Revised Plat of City Park Addition to the City of Fayetteville, Washington County Arkansas. At this point the boundary turns west and follows the northern property line of Lot 7 until intersecting with the eastern property line of Lot 7, where it turns and runs south until intersecting with the rear property line of the building at 32 East Davidson Street. At this point the boundary turns east following the rear property line until it reaches the eastern property line of the building at 32 East Davidson Street and turns south. At this point, the boundary turns and runs south until intersecting with the centerline of East Davidson Street where it veers southeast to intersect with the centerline of Alley 1315. At this point the boundary continues south along the centerline until turning west to intersect with the southern property line of parcel 765-08932-000. It follows the property line of this parcel until it intersects with the centerline of North Highland Avenue. At this point the boundary turns south and follows the centerline to the intersection of North Highland Avenue and West Maple Street. At this point, the boundary turns west and follows the centerline of West Maple Street to the point of beginning at the intersection of West Maple Street and North Park Avenue.

33.231 Historic Districts

- (A) The City Council may establish historic districts pursuant to the provisions of Ark. Code Ann. §14-172-201, et seq., as amended.
- (1) District Characteristics. The City Council and the Historic District Commission should consider the following characteristics when establishing an historic district to preserve areas of exemplary architectural, archaeological, cultural, or historic value:
- (a) Significance in history, architecture, archaeology, or culture;
 - (b) Association with certain events that have made a significant contribution to the broad patterns of local, regional, state, or national history;
 - (c) Association with the lives of significant persons in our past;
 - (d) Embodying the distinctive characteristics of an architectural or engineering type, period, or method of construction;
 - (e) Represents the work of a master designer, builder, or craftsman; or
 - (f) Represents an established and familiar visual feature of the community.
- (2) Relationship to Zoning Districts (Overlay Zone). The historic district regulations are intended to preserve and protect the historically or architecturally worthy buildings, structures, sites, monuments and neighborhoods of the historic area. In all zoning districts lying within the boundaries of the historic district, the regulations for both the zoning district and the historic district shall be applied. Whenever there is a conflict between the regulations of the zoning district and the regulations of the historic district overlay zone, the more restrictive shall apply.
- (B) The City Council hereby establishes the following historic districts:
- (1) Oak Grove Historic District shall consist of that area of the city as shown and legally described on Exhibit A attached hereto consisting of forty (40) parcels of land.
 - (2) The White Hangar at Drake Field Historic District shall consist of that area of the city as shown on Exhibit B attached hereto, and more particularly described as the hangar located at 4290 S. School Avenue within the City Limits of Fayetteville Arkansas.

33.231 Historic Districts

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- (b) Association with certain events that have made a significant contribution to the broad patterns of local, regional, state, or national history;
- (c) Association with the lives of significant persons in our past;
- (d) Embodying the distinctive characteristics of an architectural or engineering type, period, or method of construction;
- (e) Represents the work of a master designer, builder, or craftsman; or
- (f) Represents an established and familiar visual feature of the community.

(2) Relationship to Zoning Districts (Overlay Zone). The historic district regulations are intended to preserve and protect the historically or architecturally worthy buildings, structures, sites, monuments and neighborhoods of the historic area. In all zoning districts lying within the boundaries of the historic district, the regulations for both the zoning district and the historic district shall be applied. Whenever there is a conflict between the regulations of the zoning district and the regulations of the historic district overlay zone, the more restrictive shall apply.

(B) The City Council hereby establishes the following historic districts:

- (1) Oak Grove Historic District shall consist of that area of the city as shown and legally described on Exhibit A attached hereto consisting of forty (40) parcels of land.
- (2) The White Hangar at Drake Field Historic District shall consist of that area of the city as shown on Exhibit B attached hereto, and more particularly described as the hangar located at 4290 S. School Avenue within the City Limits of Fayetteville Arkansas.



MEETING OF JANUARY 20, 2026

TO: Mayor Rawn and City Council

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

FROM: Jessica Masters, Planning Director

SUBJECT: **ADM-2025-0051: Administrative Item (Amend UDC Chapters 150.04, 151.01, 153.08, 161.35, 166.01, 166.04, 166.05): Submitted by CITY OF FAYETTEVILLE STAFF. The request is an amendment to multiple portions of the Unified Development Code. The proposed code changes remove reference to the "Fayetteville Planning Area" or "Extraterritorial Jurisdiction" in response to a change in Arkansas State Law.**

RECOMMENDATION:

City staff recommend approval of the attached code changes to align with requirements as outlined by Arkansas State Law.

BACKGROUND:

In 2025, the Arkansas State Legislature brought forward a House Bill 1510 which proposed the abolishment of municipal land use authority beyond city limits. The Bill was signed into law and became Act 314 in March 2025 (see attached), and subsequently went into effect on August 5, 2025. Following enactment, staff ceased enforcement of existing ordinances related to the Planning Area in advance of an amendment to the Unified Development Code (UDC).

DISCUSSION:

Commonly referred to as the "Fayetteville Planning Area," unincorporated land outside of the City's limits but within a 2-mile radius of the City's boundary was regulated similarly to land within the City's limits with regards to subdivision regulations. Since the City no longer has any regulatory authority in this area, these code changes are required to bring the UDC into compliance with State Law.

BUDGET/STAFF IMPACT:

N/A

ATTACHMENTS: 3. Staff Review Form, 4. ACT 314, 5. Planning Area in Code - Proposed, 6. Planning Area in Code - Strikethrough



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2025-2752

AN ORDINANCE TO REPEAL REGULATIONS ON DEVELOPMENT IN THE CITY'S PLANNING AREA PURSUANT TO ACT 314 OF 2025 BY AMENDING VARIOUS SECTIONS OF THE UNIFIED DEVELOPMENT CODE

WHEREAS, Act 314 of 2025 repealed the authority of the City to regulate development outside the City's corporate limits; and

WHEREAS, various sections of the Unified Development Code should be amended to comply with the Act.

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 § 150.04 **Jurisdiction** of the Unified Development Code and enacts a replacement as follows:

"§ 150.04 Jurisdiction

The city's planning jurisdiction is the area within the corporate boundaries. The city's planning jurisdiction does not extend to properties held by federal, state, or county entities."

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby amends § 151.01 **Definitions** by striking "planning area" from the definition of "Plan, Master Street", and by repealing the definitions of "Rural street" and "Suburban."

Section 3: That the City Council of the City of Fayetteville, Arkansas hereby amends § 153.08 **Miscellaneous Remedies** by striking "planning area" from subsection (D)(1).

Section 4: That the City Council of the City of Fayetteville, Arkansas hereby amends § 161.35 **Planned Zoning District** by replacing "within the City's designated planning area" with "outside the city limits" in subsection (A)(1).

Section 5: That the City Council of the City of Fayetteville, Arkansas hereby amends § 166.01 **Development Categories** by striking ", or in the city's planning area boundary" from subsection (C)(4).

Section 6: That the City Council of the City of Fayetteville, Arkansas hereby amends § 166.04 **Required Infrastructure Improvements – Development in City Limits** by repealing

subsection (A)(2) and enacting a replacement as follows:

“(2) *Standards Applicable.* Any required on or off-site improvements in the city shall be installed according to the city’s standards. The developer shall be required to bear that portion of the cost of off-site improvements which bears a rational nexus to the needs created by the development.”

Section 6: That the City Council of the City of Fayetteville, Arkansas hereby amends § 166.04 **Required Infrastructure Improvements – Development in City Limits** by striking “provided, that portion of the cost of off site improvements to roads located outside the city’s corporate limits but within the city’s planning area shall be determined by the county” in subsection (A)(4).

Section 7: That the City Council of the City of Fayetteville, Arkansas hereby repeals § 166.05 **Required Infrastructure Improvements and Subdivision Regulations – Development in Planning Area**

City of Fayetteville Staff Review Form

2025-2752

Item ID

1/20/2026

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

Jonathan Curth

12/30/2025

DEVELOPMENT REVIEW (630)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

ADM-2025-0051: Administrative Item (Amend UDC Chapters 150.04, 153.08, 151.01, 161.35, 166.01, 166.04, 166.05): Submitted by CITY OF FAYETTEVILLE STAFF. The request is an amendment to multiple portions of the Unified Development Code. The proposed code changes would remove reference to the "Fayetteville Planning Area" or "Extraterritorial Jurisdiction" in response to a change in Arkansas State Law.

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:

State of Arkansas
95th General Assembly
Regular Session, 2025

A Bill

HOUSE BILL 1510

By: Representative Gonzales
By: Senator G. Stubblefield

For An Act To Be Entitled

AN ACT TO AMEND THE LAW CONCERNING TERRITORIAL
JURISDICTION OF MUNICIPALITIES; TO REPEAL THE
AUTHORITY FOR A MUNICIPALITY TO EXERCISE TERRITORIAL
JURISDICTION OVER AN UNINCORPORATED AREA OF A COUNTY;
AND FOR OTHER PURPOSES.

Subtitle

TO REPEAL THE AUTHORITY FOR A
MUNICIPALITY TO EXERCISE TERRITORIAL
JURISDICTION OVER AN UNINCORPORATED AREA
OF A COUNTY.

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

SECTION 1. Arkansas Code § 14-17-208(i), concerning subdivision,
setback, and entry control ordinances for county planning boards, is
repealed.

~~(i) In unincorporated areas adjoining the corporate limits of a
municipality in which the authority to control the subdivision of land is
vested and is being exercised in accordance with and under the provisions of
§§ 14-56-401, 14-56-408 and 14-56-410, 14-56-425, or any amendments thereto
or thereof, or other acts of a similar nature enacted by the General
Assembly, the municipal authority shall have subdivision jurisdiction, but
shall transmit copies of proposed plats for the areas to the county planning
board and the board of directors of each affected school district for review
and comment, which shall be made to the municipal authority within sixty (60)
days from the time it is received by the county planning board and the board~~



1 ~~of directors of each affected school district unless further time is allowed~~
2 ~~by the municipal authority.~~

3
4 SECTION 2. Arkansas Code § 14-17-208(1)(1), concerning subdivision,
5 setback, and entry control ordinances for county planning boards, is amended
6 to read as follows:

7 (1)(1) Following the adoption of any subdivision, setback, or entry
8 control ordinances by the court, a plat in an unincorporated area of a county
9 ~~not within the exercised extraterritorial jurisdiction of a municipality~~
10 shall not be presented for recording without the approval of the county
11 planning board.

12
13 SECTION 3. Arkansas Code § 14-38-101(b)(1)(B), concerning limitations
14 on a petition for incorporation, is repealed.

15 ~~(B) The area in which that existing municipal corporation~~
16 ~~is exercising its planning territorial jurisdiction.~~

17
18 SECTION 4. Arkansas Code § 14-40-208 is repealed.

19 ~~14-40-208. Annexation of territory under municipal territorial~~
20 ~~jurisdiction.~~

21 ~~(a) If a municipality states its intent by resolution or ordinance to~~
22 ~~annex a specifically defined territory or portion of the territory over which~~
23 ~~it is exercising territorial jurisdiction under § 14-56-413, the municipality~~
24 ~~shall initiate annexation proceedings within five (5) years of the stated~~
25 ~~intent.~~

26 ~~(b)(1) During the five (5) years under subsection (a) of this section,~~
27 ~~the municipality may continue to exercise its territorial jurisdiction under~~
28 ~~§ 14-56-413, including the defined territory specified within its intent to~~
29 ~~annex.~~

30 ~~(2) If the municipality does not initiate annexation proceedings~~
31 ~~of the territory specified within its intent to annex within five (5) years~~
32 ~~of the effective date of the resolution or ordinance under subsection (a) of~~
33 ~~this section, the municipality is prohibited from again exercising~~
34 ~~territorial jurisdiction over the territory specified within its intent to~~
35 ~~annex for the next five (5) years.~~

SECTION 5. Arkansas Code § 14-56-413 is repealed.

~~14-56-413. Territorial jurisdiction.~~

~~(a)(1)(A) The territorial jurisdiction of the governing body of a municipality for the purpose of this subchapter shall not exceed the limits stated under this subsection.~~

~~(B) If the territorial limits of two (2) or more municipalities conflict, the limits of their respective territorial jurisdictions shall be a line equidistant between them, or as agreed on by the respective municipalities.~~

~~(2) In addition to the powers under this subchapter, cities now having eight thousand (8,000) population or more shall have the authority to administer and enforce planning ordinances outside their corporate limits as follows:~~

~~(A) For cities of eight thousand (8,000) to sixty thousand (60,000) population, the jurisdictional area will be one (1) mile beyond the corporate limits;~~

~~(B) For cities of sixty thousand (60,000) to one hundred fifty thousand (150,000) population, the jurisdictional area will be two (2) miles beyond the corporate limits; and~~

~~(C)(i) For cities of one hundred fifty thousand (150,000) population and greater, the jurisdictional area will be three (3) miles beyond the corporate limits.~~

~~(ii) Upon July 3, 1989, no city with a population in excess of one hundred fifty thousand (150,000) persons shall exercise any zoning authority outside the boundaries of the county wherein it is located without the approval of the quorum court of the county wherein the city is not located and the approval of the governing bodies of all other cities having zoning authority over the area.~~

~~(3) Cities having a population of eight thousand (8,000) persons or less:~~

~~(A) Shall have a jurisdictional area that does not exceed one (1) mile beyond the corporate limits; and~~

~~(B) Shall not exercise any zoning authority outside the corporate limits.~~

~~(4) Cities now having an eight thousand (8,000) population or more and situated on a navigable stream may administer and enforce zoning~~

~~ordinances outside their corporate limits but may not exceed the territorial limits under subdivision (a)(2) of this section.~~

~~(5) The city populations will be based on the most recent federal decennial census.~~

~~(b)(1) The planning commission shall designate the area within the territorial jurisdiction for which it will prepare plans, ordinances, and regulations.~~

~~(2) A description of the boundaries of the area shall be filed with the city clerk and with the county recorder.~~

SECTION 6. Arkansas Code § 14-56-417(c), concerning the regulations to control development of land, is repealed.

~~(c) A plat within the area within which the municipality intends to exercise its territorial jurisdiction as indicated on the planning area map shall not be presented for recording without the approval of the planning commission, if a planning commission exists.~~

SECTION 7. Arkansas Code § 14-56-422(5)(B), concerning adoption of plans, ordinances, and regulations for municipal planning, is repealed.

~~(B) The city clerk shall file the plans, ordinances, and regulations as pertain to the territory beyond the corporate limits with the county recorder of the counties in which territorial jurisdiction is being exercised.~~

SECTION 8. Arkansas Code § 14-284-207(a), concerning a quorum court's establishment of a fire protection district service area, is amended to read as follows:

~~(a)(1)~~ The quorum court of each county in which a fire protection district is located shall establish the service area of the fire protection district.

~~(2) The service area of a fire protection district created after January 1, 2021, shall not include any area within the territorial jurisdiction of the governing body of a municipality as established in § 14-56-413 that has adopted an ordinance to provide fire protection services to the area in accordance with § 14-53-102, unless waived by majority vote of the governing body of the municipality.~~

1
2 SECTION 9. Arkansas Code § 17-28-305(b)(3), concerning the local
3 regulatory authority of the licensing of electricians, is repealed.

4 ~~(3) If the city has adopted an ordinance to exercise its~~
5 ~~territorial planning jurisdiction, the city may exercise jurisdiction over~~
6 ~~the construction, installation, and inspection of electrical work within the~~
7 ~~city's territorial planning jurisdiction under § 14-56-413 if the city and~~
8 ~~county agree to the exercise of jurisdiction by the city over electrical work~~
9 ~~within the city's territorial planning jurisdiction.~~

10
11 SECTION 10. Arkansas Code § 18-15-1702(6), concerning definitions for
12 the Private Property Protection Act, is repealed.

13 ~~(6) "Territorial jurisdiction" means the territorial jurisdiction~~
14 ~~of a municipality as described in § 14-56-413.~~

15
16 SECTION 11. Arkansas Code § 18-15-1703(e)(15), concerning the
17 application of takings under the Private Property Protection Act, is
18 repealed.

19 ~~(15) An action by a municipality unless the regulatory program~~
20 ~~has effect in the territorial jurisdiction of the municipality, excluding~~
21 ~~annexation, and that enacts or enforces a regulatory program that does not~~
22 ~~impose identical requirements or restrictions in the entire territorial~~
23 ~~jurisdiction of the municipality.~~

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26 **APPROVED: 3/18/25**
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150.04 Jurisdiction

The city's planning jurisdiction is the area within the corporate boundaries. The city's planning jurisdiction does not extend to properties held by federal, state, or county entities.

151.01 Definitions

...

Plan, Master Street (development). A part of the Comprehensive Land Use Plan made and adopted by the Planning Commission and adopted by the City Council that classifying certain streets within the jurisdiction as arterial or collector streets, consisting of a map and text.

...

153.08 Miscellaneous Remedies

...

(D) *Subdivision Regulations*. In order to carry out the purposes of these regulations and to assure an orderly program of development after the effective date of these regulations:

- (1) *Plat Not Accepted for Filing*. No plat of any tract of land within the jurisdiction of the Planning Commission shall be accepted by the County Recorder for filing unless the plat has been approved by the Planning Commission.

...

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 outside of the city limits 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.

...

166.01 Development Categories

...

(C) *Site Plan*.

...

- (4) *Concept Plan*. When a developer intends to develop or redevelop greater than 6,000 square feet and less than 10,000 square feet of total impervious area within the city limits, they shall submit a concept

plan to obtain feedback and recommendations from city staff prior to submitting a fully engineered development plan for review. Developments below or above this threshold may submit a concept plan to obtain feedback and recommendations prior to submitting a fully engineered development plan for review.

...

166.04 Required Infrastructure Improvements — Development In City Limits

(A) *Generally.* Required of developer.

...

- (2) *Standards Applicable.* Any required on or off-site improvements in the city shall be installed according to the city's standards. The developer shall be required to bear that portion of the cost of off-site improvements which bears a rational nexus to the needs created by the development.

...

- (4) *Planning Commission and Planning Division.* At the time the Planning Commission or Planning Division (where applicable for administrative approval) grants development approval, the Planning Commission or Planning Division shall determine whether the proposed development creates a need for off-site improvements and the portion of the cost of any needed off-site improvements which the developer shall be required to bear. In determining that portion of the cost of off-site improvements which the developer shall be required to bear, the Planning Commission or Planning Division (where applicable for administrative approval) shall consider the acreage within the proposed development as a percentage of all the acreage which, when fully developed, will benefit from the off-site improvements; provided, the Planning Commission or Planning Division may use a different method of measurement if it determines that use of the acreage standard will not result in the developer bearing that portion of the cost which bears a rational nexus to the needs created by the development.

...

166.05 Reserved

150.04 Jurisdiction

The city's planning jurisdiction is the area within the corporate boundaries ~~s as well as the area described in the planning area boundary description as filed with the City Clerk and Washington County Circuit Clerk's office. Such planning area boundary description may be modified from time to time in accordance with A.C.A. §14-56-413.~~ The city's planning jurisdiction does not extend to properties held by federal, state, or county entities.

151.01 Definitions

...

Plan, Master Street (development). A part of the Comprehensive Land Use Plan made and adopted by the Planning Commission and adopted by the City Council that classifying certain streets within the ~~planning area~~ jurisdiction as arterial or collector streets, consisting of a map and text.

...

~~*Rural street* (development). A street located, or to be located, outside the city limits of the city but within the planning area jurisdiction of the city.~~

...

~~*Suburban* (development). Located outside the corporate city limits, but within the city's planning area.~~

...

153.08 Miscellaneous Remedies

...

(D) *Subdivision Regulations*. In order to carry out the purposes of these regulations and to assure an orderly program of development after the effective date of these regulations:

- (1) *Plat Not Accepted for Filing*. No plat of any tract of land within the ~~planning area~~ jurisdiction of the Planning Commission shall be accepted by the County Recorder for filing unless the plat has been approved by the Planning Commission.

...

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 outside of the city limits~~ 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

...

166.01 Development Categories

...

(C) *Site Plan.*

...

- (4) *Concept Plan.* When a developer intends to develop or redevelop greater than 6,000 square feet and less than 10,000 square feet of total impervious area within the city limits, they shall submit a concept plan to obtain feedback and recommendations from city staff prior to submitting a fully engineered development plan for review. Developments below or above this threshold, ~~or in the city's planning area boundary,~~ may submit a concept plan to obtain feedback and recommendations prior to submitting a fully engineered development plan for review.

...

166.04 Required Infrastructure Improvements — Development In City Limits

(A) *Generally.* Required of developer.

...

- (2) *Standards Applicable.* Any required on or off-site improvements in the city ~~and within one (1) mile of the city limits~~ shall be installed according to the city's standards, ~~provided on or off site improvements to roads located outside one mile of the city limits shall be installed to the county's standards.~~ The developer shall be required to bear that portion of the cost of off-site improvements which bears a rational nexus to the needs created by the development.

...

- (4) *Planning Commission and Planning Division.* At the time the Planning Commission or Planning Division (where applicable for administrative approval) grants development approval, the Planning Commission or Planning Division shall determine whether the proposed development creates a need for off-site improvements and the portion of the cost of any needed off-site improvements which the developer shall be required to bear, ~~provided, that portion of the cost of off-site improvements to roads located outside the city's corporate limits but within the city's planning area shall be determined by the county.~~ In determining that portion of the cost of off-site improvements which the developer shall be required to bear, the Planning Commission or Planning Division (where applicable for administrative approval) shall consider the acreage within the proposed development as a percentage of all the acreage which, when fully developed, will benefit from the off-site improvements; provided, the Planning Commission or Planning Division may use a different method of measurement if it determines that use of the acreage standard will not result in the developer bearing that portion of the cost which bears a rational nexus to the needs created by the development.

...

166.05 ~~Reserved Required Infrastructure Improvements and Subdivision Regulations—~~ ~~Development In Planning Area~~

~~(A) — Required Infrastructure Improvements and Subdivision Regulations Outside the City.~~

-
- ~~(1) *Within 1 Mile of City Limits.* On and off-site improvements and subdivision regulations for development outside the city limits and within one mile of the city are the same as for those developments within the city limits, with the exception of park land dedication requirement which is not required.~~
- ~~(2) *Beyond 1 Mile of City Limits.* On and off-site improvements and subdivision regulations for development outside 1 mile of the city limits shall meet Washington County standards.~~
- ~~(3) All lots in the planning area shall have direct frontage to a public street, with the minimum frontage required by Washington County pursuant to residential lot and block standards.~~
- ~~(B) *Developments Outside City Developed to All Inside the City Standards.* If the City Council grants access to the City's sewer system pursuant to §51.115. (C) and the owner/developer agrees to petition for annexation as soon as legally possible and develop the subdivision in accordance with all city development requirements including payment of all impact fees, the bulk and area requirements for this subdivision shall conform to those within the RSF-4 Zoning District or as otherwise designated by the City Council rather than those within the planning area.~~
- ~~(Code 1965, App. A., Art. 8(11), App. C., Art. IV; Ord. No. 1747, 6-29-70; 1750, 7-6-70; Ord. No. 1999, 5-7-74; Code 1991, §§159.54, 160.120; Ord. No. 3925, §6, 10-3-95; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4753, 9-6-05; Ord. No. 5215, 1-20-09; Ord. No. 5270, 9-1-09; Ord. No. 5296, 12-15-09; Ord. No. 5546, 12-04-12)~~

Barnes Family Trust Rezoning

North of W. Stone Street & N. Root Avenue

RZN-2025-0058 & -0059

January 16th, 2026 City Council Tour - 3:30 PM

Suggested Route:

-Approach on W. Stone Street: Turn north on S. Root Avenue and the property will be beyond the street's current dead end

-Park on-street along S. Root Avenue; *this is marked as a fire lane with use of the area coordinated with the Fire Marshal's Office*



Subject Properties (approx.)



Recommended On-street Parking

