

City of Fayetteville, Arkansas

113 West Mountain Street

Fayetteville, AR 72701

(479) 575-8323



City Council Final Agenda

Tuesday, February 3, 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: 852 1092 8707
Public Registration Link: https://fayetteville-ar.zoom.us/webinar/register/WN_x2OZ6iL1SoK186p3CRQ0Aw
AgendaItemComment@Fayetteville-AR.GOV

Call to Order**Roll Call****Pledge of Allegiance****Mayor' s Announcements, Proclamations and Recognitions****City Council Meeting Presentations, Reports and Discussion Items**

1. **Sales Tax & Monthly Financial Report - Chief Financial Officer**

Proposed Agenda Additions**A. Consent****A.1. Approval of the January 20, 2026 City Council Meeting Minutes****A.2. NeoGov HR Software Maintenance Renewal:**

A resolution to approve the purchase of annual software maintenance from NeoGov for 2026 in the amount of \$65,419.19. (2026-129)

A.3. Hawkins-Weir Engineers, Inc. (Amendment No. 6):

A resolution to approve Amendment No. 6 to the Professional Engineering Services Agreement with Hawkins-Weir Engineers, Inc. in an amount not to exceed \$97,130.00 for additional services associated with the Goshen Water Storage Tank Improvements Project. (2026-114)

A.4. Bid 25-54 OPW Commercial Services of Arkansas LLC (Fire Hydrant Painting):

A resolution to award Bid #25-54 and authorize a contract with OPW Commercial Services of Arkansas LLC in the amount of \$47,000.00 for the painting of approximately 1,000 fire hydrants in Fayetteville's water service area, and to approve a project contingency in the amount of \$9,400.00. (2026-78)

B. Unfinished Business**B.1. 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.

At the January 20, 2026 City Council meeting, this ordinance was amended and left on the second reading.

C. New Business**C.1. VAC 2025-0028 SW of West Cato Springs Road & South Emma Avenue:**

An ordinance to approve VAC-25-28 for property located Southwest of West Cato Springs Road and South Emma Avenue in Ward 1 to vacate 0.01 acres of right-of-way. (2026-107)

C.2. VAC 2025-0032 South School Avenue:

An ordinance to approve VAC-25-32 for property located at 902 South School Avenue and 1020 South School Avenue in Ward 1 to vacate 0.36 acres of utility easement. (2026-108)

C.3. RZN 2025-0066 North Double Springs Road:

An ordinance to rezone the property described in Rezoning Petition RZN 2025-66 for approximately 1.18 acres located at 1171 and 1173 North Double Springs Road in Ward 4 from R-A, Residential-Agricultural to RI-12, Residential Intermediate, 12 Units Per Acre. (2026-100)

C.4. RZN 2025-0063 South Washington Avenue:

An ordinance to rezone the property described in Rezoning Petition RZN 2025-63 for approximately 0.40 acres located at 1090 South Washington Avenue in Ward 1 from NC, Neighborhood Conservation to RI-U, Residential Intermediate-Urban. (2026-101)

C.5. RZN 2025-0065 North Garland Avenue:

An ordinance to rezone the property described in Rezoning Petition RZN 2025-65 for approximately 0.40 acres located at 1807 North Garland Avenue in Ward 2 from RSF-4, Residential Single-Family, Four Units Per Acre to RI-U, Residential Intermediate-Urban. (2026-102)

C.6. RZN 2025-0068 East Huntsville Road:

An ordinance to rezone the property described in Rezoning Petition RZN 2025-68 for approximately 0.83 acres located at 1967 East Huntsville Road in Ward 1 from RSF-4, Residential Single-Family, Four Units Per Acre; RMF-24, Residential Multi-Family, 24 Units Per Acre; and C-1, Neighborhood Commercial to CS, Community Services. (2026-103)

C.7. RZN 2025-0064 North Addington Avenue:

An ordinance to rezone the property described in Rezoning Petition RZN 2025-64 for approximately 0.33 acres located at 1417 North Addington Avenue in Ward 2 from RSF-4, Residential Single-Family, Four Units Per Acre to RSF-18, Residential Single-Family, 18 Units Per Acre, subject to a Bill of Assurance. (2026-105)

C.8. RZN 2025-0062 North Ruppel Road:

An ordinance to rezone the property described in Rezoning Petition RZN 2025-62 for approximately 4.8 acres located at 1439 North Ruppel Road in Ward 4 from C-1, Neighborhood Commercial; RSF-4, Residential Single-Family, Four Units Per Acre; RMF-12, Residential Multi-Family, 12 Units Per Acre; and RSF-8, Residential Single-Family, 8 Units Per Acre to CS, Community Services. (2026-106)

C.9. PZD 2025-0005 North Crossover Road & East Zion Road:

An ordinance to approve a Planned Zoning District entitled PZD-2025-005 for approximately 9 acres located at North Crossover Road and East Zion Road in Ward 3. (2026-111)

C.10. Amendment to Food Commission Board Term Lengths:

An ordinance to amend § 33.460 Membership of the Food Commission Article to provide for three year staggered terms. (2026-217)

D. City Council Tour**D.1. Agenda Item C.9: PZD 2025-0005 North Crossover Road & East Zion Road:**

Date & Time: February 2, 2026 at 3:30 PM

Address: Unaddressed; meet at the Elks Club parking lot at 4444 N. Crossover Rd.

Parking: Elks Club surface parking lot

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 FEBRUARY 3, 2026

TO: Mayor Rawn and City Council
THROUGH: Keith Macedo, Chief of Staff
FROM: Brad Fulmer, IT Director
SUBJECT: **Approval of an annual maintenance renewal for NeoGov's applicant tracking, performance evaluation, position control, and onboarding software.**

RECOMMENDATION:

Staff Approval of an annual maintenance renewal for NeoGov's Applicant Tracking, Performance Evaluation, Position Control, and Onboarding software.

BACKGROUND:

The City initially contracted with NeoGov, in 2010 for applicant tracking. Over the years the City added multiple NeoGov modules including Job Performance Evaluation, Position Control, Onboarding, and most recently its Learning Management System (LMS).

DISCUSSION:

Per the existing service agreement, NeoGov can request increases in annual maintenance each September that both parties shall in good faith decide whether and under what terms to renew for the following calendar year. The 2026 renewal is for \$65,419.19.

BUDGET/STAFF IMPACT:

The attached renewal in the amount of \$65,419.19 was budgeted in the General Fund under the Human Resources software maintenance account.

ATTACHMENTS: 3. Staff Review Form, 4. Invoice for Fayetteville City of (AR), 5. Supporting Documentation - 215-17 Resolution, 6. Supporting Documentation - 15-19 Resolution



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2026-129

A RESOLUTION TO APPROVE THE PURCHASE OF ANNUAL SOFTWARE MAINTENANCE FROM NEOGOV FOR 2026 IN THE AMOUNT OF \$65,419.19

WHEREAS, the City initially contracted with NeoGov in 2010 for applicant tracking and has added multiple modules over the years including Job Performance Evaluation, Position Control, Onboarding, and Learning Management System; and

WHEREAS, per the existing service agreement, NeoGov can request increases in annual maintenance and both parties will negotiate the terms of renewal for the following calendar year.

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 annual software maintenance for 2026 from NeoGov in the amount of \$65,419.19.

City of Fayetteville Staff Review Form

2026-129

Item ID

1/20/2026

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

Keith Macedo

1/20/2026

CHIEF OF STAFF (070)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Approval of an annual maintenance renewal in the amount of \$65,419.19 for NeoGov's Applicant Tracking, Performance Evaluation, Position Control, and Onboarding software.

Budget Impact:

1010.120.1220-5416.00

General Fund

Account Number

Fund

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 98,416.00

Expenses (Actual+Encum)

\$ -

Available Budget

\$ 98,416.00

Does item have a direct cost? Yes

Item Cost

\$ 65,419.19

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ 32,996.81

V20221130

Purchase Order Number:

Previous Ordinance or Resolution # 215-17, 15-19

Change Order Number:

Approval Date:

Original Contract Number:

Comments:

INVOICE

Vendor Information / Contact:**2120 Park Pl, Suite 100****El Segundo, CA 90245**Email: billing@neogov.net

Phone: (310) 426-6304

EIN: 33-0888748

Need a W-9? Click here: [W-9 PDF](#)**Invoice Summary:****Invoice No.:** INV-148645**Invoice Date:** 11-05-2025**Due Date:** 01-04-2026**Payment Terms:** Net 60**Purchase Order No.:****Customer No.:** A-659493**Customer Billing Information**Keith Macedo
Fayetteville, City of (AR)113 W. Mountain
Fayetteville, AR 72701
United States**Customer Shipping Information**

Fayetteville, City of (AR)

113 W. Mountain
Fayetteville, AR 72701
USA**Invoice Details:**

Product	Start Date	End Date	Quantity	Total Price (\$USD)
Candidate Text Messaging Subscription	01-01-2026	12-31-2026	610	\$1,716.51
Insight Subscription	01-01-2026	12-31-2026	610	\$17,036.52
New Hire Export Subscription (ON)	01-01-2026	12-31-2026	610	\$2,097.67
Onboard Subscription	01-01-2026	12-31-2026	610	\$19,422.58
Perform Subscription	01-01-2026	12-31-2026	610	\$20,950.57
Position Control Integration	01-01-2026	12-31-2026	1	\$4,195.34

SUBTOTAL (\$USD)	\$65,419.19
Sales Tax	\$0.00
TOTAL	\$65,419.19
Payments	\$0.00
Credits	\$0.00
Balance Due (\$USD)	\$65,419.19

Payment Instructions:

<u>Remit checks to:</u> Governmentjobs.com, Inc. DEPT LA 25067 Pasadena, CA 91185-5067	<u>Remit electronic payments to:</u> Silicon Valley Bank Name: Governmentjobs.com, Inc. Account #: 3302022848 Routing #: 121140399 Swift Code: SVBUS6SIBO	<u>Credit card payments:</u> Credit Card Payment Portal Link
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By making the payment specified in this invoice, customer agrees that the terms and conditions of the agreement previously executed by the parties shall apply to this purchase, or if there is no prior agreement, the terms and conditions of the NEOGOV Services Agreement set forth in the quote previously provided to Customer shall apply. Any other terms and conditions provided by customer to NEOGOV in a purchase order or otherwise shall be deemed void.



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

Resolution: 215-17

File Number: 2017-0571

NEOGOV, INC. AMENDMENT:

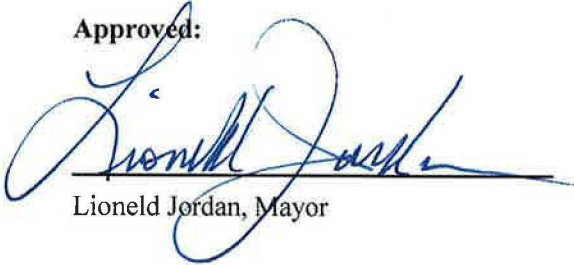
A RESOLUTION TO APPROVE AN AMENDMENT TO THE 2010 AND 2013 SERVICE AGREEMENTS WITH NEOGOV, INC. IN THE AMOUNT OF \$23,530.50 FOR THE RENEWAL OF APPLICANT TRACKING AND PERFORMANCE EVALUATION SOFTWARE LICENSES THROUGH DECEMBER 15, 2018

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

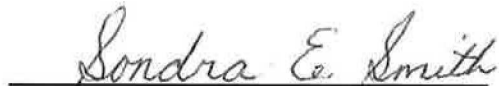
Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves an amendment to the 2010 and 2013 service agreements with NEOGOV, Inc. in the amount of \$23,530.50 for the renewal of applicant tracking and performance evaluation software licenses through December 15, 2018.

PASSED and APPROVED on 10/17/2017

Approved:


Lioneld Jordan, Mayor

Attest:


Sondra E. Smith, City Clerk Treasurer





City of Fayetteville, Arkansas

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

Text File

File Number: 2017-0571

Agenda Date: 10/17/2017

Version: 1

Status: Passed

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 4

NEOGOV, INC. AMENDMENT:

A RESOLUTION TO APPROVE AN AMENDMENT TO THE 2010 AND 2013 SERVICE AGREEMENTS WITH NEOGOV, INC. IN THE AMOUNT OF \$23,530.50 FOR THE RENEWAL OF APPLICANT TRACKING AND PERFORMANCE EVALUATION SOFTWARE LICENSES THROUGH DECEMBER 15, 2018

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 amendment to the 2010 and 2013 service agreements with NEOGOV, Inc. in the amount of \$23,530.50 for the renewal of applicant tracking and performance evaluation software licenses through December 15, 2018.

City of Fayetteville Staff Review Form

2017-0571

Legistar File ID

10/17/2017

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Keith Macedo

9/28/2017

Information Technology /
Chief of Staff

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends approving the attached NeoGov applicant tracking and performance evaluation software maintenance renewal amendment in the amount of \$23,530.50. The attached software renewal form provides annual support for our existing NeoGov software.

Budget Impact:

1010.120.1220-5315.00

General Fund

Account Number

Fund

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 44,400.00

Funds Obligated \$ 3,765.00

Current Balance \$ 40,635.00

Does item have a cost? Yes

Item Cost \$ 23,530.50

Budget Adjustment Attached? No

Budget Adjustment

Remaining Budget \$ 17,104.50

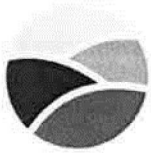
V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:



MEETING OF OCTOBER 17, 2017

TO: Mayor and City Council

THRU: Don Marr, Chief of Staff
Brenda Reed, Director of Human Resources

FROM: Keith Macedo, Director of Information Technology

DATE: September 25, 2017

SUBJECT: NeoGov Applicant Tracking and Performance Evaluation Software Maintenance
Renewal Amendment

RECOMMENDATION:

Staff recommends approving the attached NeoGov applicant tracking and performance evaluation software maintenance renewal amendment in the amount of \$23,530.50. The attached software renewal form provides annual support for our existing NeoGov software.

BACKGROUND:

The City initially contracted with NeoGov, on December 16, 2010, to provide applicant tracking and online job posting software in the amount of \$7,000.00 per year. The City added NeoGov's job performance evaluation software, in the amount of \$12,000.00 per year, on December 20, 2013. Both of these contracts were administratively approved since the total cost of the annual contract was less than \$20,000.00. Since 2013 the City has paid NeoGov \$19,000.00 per year for their applicant tracking, online job posting, and performance evaluation software. Although NeoGov's 2010 and 2013 service agreement contracts both contained price increase clauses per service agreement, NeoGov did not increase their prices until 2017.

DISCUSSION:

The attached renewal is subject to the terms within the existing service agreement contracts and quotes a new renewal rate, in the amount of \$23,530.50. Per the existing service agreements, NeoGov can request an increase in annual maintenance, which is capped per service agreement term. Staff reviewed the increase in annual maintenance, contained within the attached renewal form, and verified it falls within the service agreement terms.

BUDGET/STAFF IMPACT:

Staff recommends approving the NeoGov applicant tracking and performance evaluation software renewal amendment in the amount of \$23,530.50, with a 5% escalation per service agreement term, as documented in the service agreements. Annual software maintenance for NeoGov is funded within the General Fund Human Resources division operating budget.

Attachments: Staff Review Form, Staff Review Memo, Renewal Form, NeoGov Service Agreements

Amendment 1

EXHIBIT A – RENEWAL FORM

Customer:

Fayetteville, City of (AR)
113 W. Mountain
Fayetteville AR 72701

Bill To:

Pam Ferguson
Fayetteville, City of (AR)
113 W. Mountain
Fayetteville AR 72701

Phone:
Email: pferguson@fayetteville-ar.gov

Quote Date:

7/11/2017

Revision:

1

Valid From:

N/A

Valid To:

N/A

Order Number:**Requested Service Date:****Initial Term:**

12/16/2017 to 12/15/2018

TBD

Order Summary NOTE: The following discounts are available if the contract is pre-paid for the specified number of years: 2 year = 4% discount, 3 year = 6% discount, 4 years = 8% discount, 5 years = 10% off your ongoing annual license

Item	2017-2018
Insight Software License License Subscription & Maintenance (10% Discount)	\$10,930.50
Performance Evaluation Software License License Subscription & Maintenance	\$12,600.00
Total	\$23,530.50

Included with License	
Unlimited Customer Support M – F, 6:00 AM – 6:00 PM PT	
Product Upgrades to Licensed Software	

Amendment 1

Order Detail

Note: Items designated as Not Applicable (N/A, NA) on the Summary form are not included. Customers may request a quote for these services at their discretion through the term of this contract.

1.0 Insight Enterprise (IN)

License Subscription to NEOGOV IN

The Customer's subscription to the Insight platform includes the following functionality:

Recruitment

- Online job application
- Online job announcements and descriptions
- Automatic online job interest cards
- Recruitment and examination planning

Selection

- Configurable supplemental questions
- Define unique scoring plans
- Test analysis and pass-point setting
- Score, rank, and refer applicants

Applicant Tracking

- Email and hardcopy notifications
- EEO Data collection and reports
- Track applicants by step/hurdle
- Schedule written, oral, and other exams
- Candidate Self-Service Portal for scheduling and application status

Reporting and Analysis

- 90 standard system reports
- Ad Hoc reporting tool

HR Automation

- Create and route job requisitions for approval
- Certification/eligible lists

2.0 GovernmentJobs.com Job Posting Subscription NA

(GJC) License Subscription

- Enables organizations to advertise their job postings created in Insight on the GovernmentJobs.com website.
- May add an unlimited number of postings

Note: jobs advertised on the promotional and transfer webpage's are not advertised on GovernmentJobs.com as these are typically for internal employees.

Amendment 1

3.0 NEOGOV Perform (PE)

License Subscription to NEOGOV PE

The annual license for the NEOGOV Performance Evaluations Software includes the following:

- Configurable Performance Evaluations
- Goal Library
- Shareable Competency Content
- Development Plans
- Configurable Process Workflows
- Ability to build Content sections for re-use
- Configurable Rating Scales
- Ability to build Library of Writing Assistants
- 360 Reviews
- Configurable Email Notifications
- Automatic Evaluation Creation
- Ability to perform actions in bulk for Employees & Evaluations

4.0 NEOGOV Onboarding (ON) NA

License Subscription to NEOGOV ON

- Electronic Employee File
- W4
- I9
- Configurable Workflow
- Task Manager
- Employee data upload
- Attachments
- Build your own Onboarding forms*

*NEOGOVS ON includes I9 and W4 standard forms that are updated by NEOGOV. Additional forms or form maintenance is available by NEOGOV Professional services at the following cost:

- Background forms \$295 per form
- Dynamic Forms \$195 per form
- Updates to existing forms \$200 an hour

5.0 NEOGOV Integrations NA

NEOGOVS offers Standard Integrations as well as platform APIs for 3rd party system integration(s).

Standard Integrations include:

- Conduct project scope, review integration plan, discuss timeline, and set schedule for required meetings
- Annual Maintenance By NEOGOV

Note: NEOGOV APIs are to be configured directly by Customer staff using NEOGOV documentation. If required, Professional Services may be included by NEOGOV to help define and validate scope, business requirements, timelines, and associated costs (if applicable).

Amendment 1

6.0 NEOGOV Services NA

Setup and Provisioning

The following activities are conducted as part of the NEOGOV implementation:

- Customer to review the project kick-off tutorial for information on the project timeline, deliverables, and establish project expectations.
- NEOGOV will establish the Customer's production environment

Training

NEOGOV training is available online (web-based, pre-built, content) unless otherwise proposed as included in the Order Form. All customers have full access to the demo/training environment setup for Insight.

NEOGOV's pre-built, online training consists of a series of web courses as well as a series of hands-on exercise designed to introduce the standard features and functions and may be used as reference material by the staff following training to conduct day-to-day activities. The pre-built, online training includes exercises that are designed to be flexible enough to allow Customer led training sessions internally to introduce user-specific requirements and processes for staff to learn the system as closely as possible to the customer's actual recruitment processes after go-live.

Addendum 1

Order Form Terms and Conditions:

(1) The Customer hereby orders and GovernmentJobs.com, Inc. (d/b/a NEOGOV, Inc., hereafter "NEOGOV") agrees to provide the services described in this Order Form. THE SERVICES ARE PROVIDED PURSUANT TO THE TERMS AND CONDITIONS OF THIS ORDER FORM AND THE SERVICE AGREEMENT BETWEEN NEOGOV AND THE CUSTOMER.

(2) The Customer agrees that the payment schedule is as follows:

Provide all required software and licenses

One hundred percent (100%) of the annual license price is payable within thirty (30) days of Customer receipt of invoice.

Software Provisioning

One hundred percent (100%) of the non-recurring costs are to be paid to NEOGOV within thirty (30) days of the execution of this Order Form and Service Agreement. N/A

Training

One hundred percent (100%) of the non-recurring costs are to be paid to NEOGOV within thirty (30) days of the execution of this Order Form and Service Agreement. N/A

(3) Neither the Customer nor NEOGOV will be bound by this Order Form until it has been signed by authorized representatives of both parties.

(4) Changes or alterations to this Order Form will not be accepted.

THERE ARE SIGNIFICANT ADDITIONAL TERMS AND CONDITIONS, WARRANTY DISCLAIMERS AND LIABILITY LIMITATIONS CONTAINED IN THE SERVICE AGREEMENT BETWEEN THE CUSTOMER AND NEOGOV.

DO NOT SIGN THIS ORDER FORM BEFORE YOU HAVE READ THE SERVICE AGREEMENT IN ITS ENTIRETY. YOUR SIGNATURE BELOW INDICATES THAT YOU HAVE READ THE SERVICE AGREEMENT AND AGREE TO BE BOUND BY ITS PROVISIONS.

<u>Customer</u>	<u>NEOGOV, Inc.</u>
Signature: 	Signature: 
Print Name: <u>Lionel Jordan</u>	Print Name: <u>John Closs</u>
Title: <u>Mayor</u>	Title: <u>Finance</u>
Date: <u>10-17-17</u>	Date: <u>9/21/2017</u>

Addendum 1

City of Fayetteville Staff Review Form

**City Council Agenda Items
and
Contracts, Leases or Agreements**

N/A

City Council Meeting Date
Agenda Items Only

Missy Leflar

Human Resources

Finance & Internal Services

Submitted By

Division

Department

Action Required:

The attached contract is for the City to purchase software that would enable job applicants to apply for jobs online. The increased efficiencies associated with this are part of the HR Strategic Plan endorsed by the Administration.

\$12,000

Cost of this request

\$

Category / Project Budget

Job Applicant Software

Program Category / Project Name

1010.1220.5209.00

Account Number

\$

Funds Used to Date

Program / Project Category Name

\$

Project Number

Remaining Balance

General Fund

Fund Name

Budgeted Item

☒

Budget Adjustment Attached

☐

Department Director

Date

Previous Ordinance or Resolution #

Original Contract Date:

Original Contract Number:

City Attorney

Date

Finance and Internal Services Director

Date

Received in City
Clerk's Office

12-16-10 P03:22 RCVD

Chief of Staff

Date

Received in
Mayor's Office

ENTERED

Mayor

Date

Comments:

Service Agreement

THIS ON-LINE SERVICES AGREEMENT (this "Agreement") is made and entered into this 21st day of December, 2010, by and between GovernmentJobs.com, Inc., a California corporation (d/b/a "NEOGOV"), and the City of Fayetteville, Arkansas a public entity acting by and through its duly appointed representative ("Customer").

1. Provision of On-line Services.

(a) Customer hereby engages NEOGOV, and NEOGOV hereby agrees (subject to the terms and conditions set forth herein), to provide the services (the "Services") more fully described in this Agreement and in Exhibit A (Order Form). Customer hereby acknowledges and agrees that NEOGOV's provision and performance of the Services is dependent and conditioned upon Customer's full performance of its duties, obligations and responsibilities hereunder.

2. Additional NEOGOV Responsibilities. In connection with the performance of this Agreement, NEOGOV shall be responsible for the following:

(a) NEOGOV shall provide all required hosting and operations support for the applications provided through this agreement.

(b) NEOGOV shall follow those support, maintenance and other procedures and shall provide those support, maintenance and other services to Customer more fully described in this Agreement.

3. Customer Responsibilities. In connection with the performance of this Agreement and the provision of the Services, Customer shall be responsible for the following:

(a) Customer shall be responsible for ensuring that Customer's use of the Services and the performance of Customer's other obligations hereunder comply with all laws applicable to Customer.

(b) Customer shall be responsible, as between NEOGOV and Customer, for the accuracy and completeness of all records and databases provided by Customer in connection with this Agreement for use on NEOGOV's system.

4. Ownership, Protection and Security.

(a) Ownership of any graphics, text, data or other information or content materials and all records and databases supplied or furnished by Customer hereunder for incorporation into or delivery through the application(s) described in this agreement shall remain with Customer, and NEOGOV shall cease use of all such material upon termination of this Agreement.

(b) Customer acknowledges and agrees that nothing in this Agreement or any other agreement grants Customer any licenses or other rights with respect to NEOGOV's software system (source code or object code) other than the right to receive Services as expressly provided herein. NEOGOV shall retain all ownership in the intellectual property and all other proprietary rights and interests associated with NEOGOV's software system and Services and all components thereof and associated documentation, except as expressly provided herein.

(c) NEOGOV grants to Customer a limited license during the term of this Agreement to use and reproduce NEOGOV's trademarks and logos for purposes of including such trademarks and logos in advertising and publicity materials and links solely as permitted hereunder. All uses of such trademarks and logos shall conform to Customer's standard guidelines and requirements for use of such trademarks and logos.

5. NEOGOV Representations and Warranties.

(a) *Service Performance Warranty.* NEOGOV warrants that it will perform the Services in a manner consistent with industry standards reasonably applicable to the performance thereof.

(b) *No Other Warranty.* EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION 5, THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS, AND CUSTOMER'S USE OF THE SERVICES IS AT ITS OWN RISK. NEOGOV DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER EXPRESS AND/OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT AND TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. NEOGOV DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE.

(c) *Disclaimer of Actions Caused by and/or Under the Control of Third Parties.* NEOGOV DOES NOT AND CANNOT CONTROL THE FLOW OF DATA TO OR FROM THE NEOGOV SYSTEM AND OTHER PORTIONS OF THE INTERNET. SUCH FLOW DEPENDS IN LARGE PART ON THE PERFORMANCE OF INTERNET SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES. AT TIMES, ACTIONS OR INACTIONS OF SUCH THIRD PARTIES CAN IMPAIR OR DISRUPT CUSTOMER'S CONNECTIONS TO THE INTERNET (OR PORTIONS THEREOF). ALTHOUGH NEOGOV WILL USE COMMERCIALY REASONABLE EFFORTS TO TAKE ALL ACTIONS IT DEEMS APPROPRIATE TO REMEDY AND AVOID SUCH EVENTS, NEOGOV CANNOT GUARANTEE THAT SUCH EVENTS WILL NOT OCCUR. ACCORDINGLY, NEOGOV DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO SUCH EVENTS.

6. **Publicity.** Following execution of this Agreement, the parties hereto may issue a press release, the form and substance of which shall be mutually agreeable to the parties, announcing the relationship created by this Agreement. Except as expressly contemplated herein, neither party shall issue any additional press release which mentions the other party or the transactions contemplated by this Agreement without the prior consent of the other party, which consent shall not be unreasonably withheld.

7. **Nondisclosure.** Through exercise of each party's rights under this Agreement, each party may be exposed to the other party's technical, financial, business, marketing, planning, and other information and data, in written, oral, electronic, magnetic, photographic and/or other forms, including but not limited to (i) oral and written communications of one party with the officers and staff of the other party which are marked or identified as confidential or secret or similarly marked or identified and (ii) other communications which a reasonable person would recognize from the surrounding facts and circumstances to be confidential or secret ("Confidential Information") and trade secrets. In recognition of the other party's need to protect its legitimate business interests, each party hereby covenants and agrees that it shall regard and treat each item of information or data constituting a trade secret or Confidential Information of the other party as strictly confidential and wholly owned by such other party and that it will not, without the express prior written consent of the other party or except as required by law including the Freedom of Information Act of the State of Arkansas, redistribute, market, publish, disclose or divulge to any other person, firm or entity, or use or modify for use, directly or indirectly in any way for any person or entity: (i) any of the other party's Confidential Information during the term of this Agreement and for a period of three (3) years after the termination of this Agreement or, if later, from the last date Services (including any warranty work) are performed by the disclosing party hereunder; and (ii) any of the other party's trade secrets at any time during which such information shall constitute a trade secret under applicable law.

8. Liability Limitations

(a) If promptly notified in writing of any action brought against Customer based on a claim that NEOGOV's Services infringe a United States patent, copyright or trademark right of a third party (except to the extent such claim or infringement relates to any third party software incorporated into NEOGOV's applications), NEOGOV will defend such action at its expense and will pay any and all fees, costs or damages that may be finally awarded in such

action or any settlement resulting from such action (provided that Customer shall permit NEOGOV to control the defense of such action and shall not make any compromise, admission of liability or settlement or take any other action impairing the defense of such claim without NEOGOV's prior written approval).

(b) Customer acknowledges and agrees: (i) that NEOGOV has no proprietary, financial, or other interest in the goods or services that may be described in or offered through Customer's web site; and (ii) that except with respect to any material supplied by NEOGOV, Customer is solely responsible (as between NEOGOV and Customer) for the content, quality, performance, and all other aspects of the goods or services and the information or other content contained in or provided through Customer's web site.

(c) **OTHER THAN THOSE WARRANTIES EXPRESSLY SET FORTH IN THIS AGREEMENT, NEOGOV DOES NOT MAKE ANY WARRANTIES TO CUSTOMER OR ANY OTHER PERSON OR ENTITY, EITHER EXPRESS OR IMPLIED (INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) WITH RESPECT TO THE SERVICES PROVIDED HEREUNDER. NEOGOV SHALL NOT BE LIABLE TO CUSTOMER OR TO ANY OTHER PERSON OR ENTITY, UNDER ANY CIRCUMSTANCE OR DUE TO ANY EVENT WHATSOEVER, FOR CONSEQUENTIAL OR INDIRECT DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFIT, LOSS OF USE OR BUSINESS STOPPAGE.**

(d) Under no circumstances shall NEOGOV's total liability to Customer or any other person, regardless of the nature of the claim or form of action (whether arising in contract, tort, strict liability or otherwise), exceed GovernmentJobs.com Inc.'s Certificate of Insurance and NEOGOV has agreed to name Customer as an insured on said liability insurance per attached Exhibit "A" provided by NEOGOV; provided, however that the foregoing limitations set forth in this Section 8(d) shall not apply to actions brought under 8(a) above or to any injury to persons or damages to property arising out of NEOGOV's gross negligence or willful, gross misconduct.

9. Term and Termination.

(a) This Agreement shall commence as of January 1, 2011 and remain in effect for twelve (12) months unless terminated by either party as set forth herein ("Initial Term").

(b) This Agreement may be renewed for additional terms ("Renewal Term") equal in duration to the Initial Term provided Customer notifies NEOGOV at least thirty (30) days prior to the end of the Initial Term or a Renewal Term. It is anticipated that the parties shall in good faith commence active discussions each September concerning whether and under what terms to renew for the following calendar year.

(c) NEOGOV reserves the right to terminate this Agreement immediately if the Services provided hereunder become illegal or contrary to any applicable law, rule, regulation or public policy. Each party shall have the right to terminate this Agreement upon sixty (60) days prior written notice to the other party.

(d) Within sixty (60) days of notification of termination of this Agreement, NEOGOV shall provide Customer with a dedicated data files suitable for importation into commercially available database software (e.g., MS-Access or MS-SQL). The dedicated data files will be comprised of Customer's data contained in NEOGOV's system. The structure of the relational database will be specific to the Customer's data and will not be representative of the proprietary NEOGOV database. NEOGOV shall likewise refund Customer its pro-rata share of pre-payment by Customer for twelve (12) months of service and/or maintenance fees or any other amounts pre-paid by Customer to NEOGOV.

10. Payments.

(a) *Initial Term.* See Exhibit A (Order Form).

(b) *Renewal Term(s).* For each Renewal Term, NEOGOV will continue to provide Customer with the Services, and will provide maintenance and support services as described herein, provided Customer issues a purchase order or

modification to this Agreement and pays NEOGOV in advance the annual recurring charges then in effect. If there is an increase in annual maintenance and support charges, NEOGOV shall give Customer written notice of such increase at least thirty (30) days prior to the expiration of the applicable term.

11. **Force Majeure.** NEOGOV shall not be liable for any damages, costs, expenses or other consequences incurred by Customer or by any other person or entity as a result of delay in or inability to deliver any Services due to circumstances or events beyond NEOGOV's reasonable control, including, without limitation: (i) acts of God; (ii) changes in or in the interpretation of any law, rule, regulation or ordinance; (iii) strikes, lockouts or other labor problems; (iv) transportation delays; (v) unavailability of supplies or materials; (vi) fire or explosion; (vii) riot, military action or usurped power; or (viii) actions or failures to act on the part of a governmental authority other than Customer.

12. **Miscellaneous.** Either party may not assign its rights or obligations under this Agreement without the prior written consent of the other party. This Agreement may not be modified or amended (and no rights hereunder may be waived) except through a written instrument signed by the party to be bound. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and shall be governed by and construed in accordance with the laws of the State of Arkansas, without giving effect to conflict of law rules. Customer acknowledges and agrees that this Agreement is not intended to be and shall not be construed to be a franchise or business opportunity.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized officers as of the date set forth above.

Customer

Signature:

Print Name:

Title:


LIONEL JORDAN 12/16/16
MAYOR DATE

GovernmentJobs.com, Inc., a California corporation

Signature:

Print Name:

Title:

Date:

Order Form

NEOGOV™

EXHIBIT A - ORDER FORM

Customer:

Bill To:

NAME

AGENCY

Attention To:

Address:

Phone:

Email:

Quote Date:

12/16/2010

Revision:

1

Valid From:

12/16/2010

Valid To:

Today plus 30 days

Order Number:

Requested Service Date:

TBD

Initial Term:

12 Months

Order Summary

Line	Description	Annual Recurring Cost	Non- Recurring Cost
1.0	Insight Enterprise Edition		
1.1	Subscription License	\$7,000.00	
1.2	Provisioning		\$5,000.00
1.3	Training		Included
2.0	Governmentjobs.com Annual License *optional	\$1,500.00	
Sub Total:		\$7,000.00	\$5,000.00
Order Total:			\$12,000.00

¹More detailed descriptions of the services are contained in the order detail for each service, which are incorporated herein and made a part hereof by this reference.

Order Detail

1.0 Insight Enterprise Edition

1.1 License Subscription

The Customer's subscription to the Insight Hiring Management Software includes the following functionality:

Recruitment

- Customized online job application
- Accept job applications online
- Online applications integration with current agency website
- Online job announcements and descriptions
- Automatic online job interest cards
- Proactively search your applicant database
- Real-time database of all applicant information
- Recruitment and examination planning

Selection

- Create, store, and reuse supplemental questions in the Insight item bank
- Screen applicants automatically as they apply
- Define unique scoring plans per recruitment, or copy existing scoring plans
- Test Item bank (optional in TMS)
- Conduct item analysis
- Test processing (automatically input Scantron test data sheets)*
- Test analysis and pass-point setting
- Score, rank, and refer applicants

Applicant Tracking

- Email and hardcopy notifications
- EEO Data collection and reports
- Track applicants by step/hurdle
- Schedule written, oral, and other exams
- Detailed applicant history record
- Skills tracking and matching

Reporting and Analysis

- Collect and report on EEO data
- Analyze and report on adverse impact and applicant flow
- Track and analyze data such as time-to-hire, recruitment costs, staff workload, applicant quality, etc.
- Over 80 standard system reports
- Ad Hoc reporting tool

HR Automation

- Create and route job requisitions
- Refer and certify applicants electronically
- Scan paper application materials

* Cost of the scanner is not included unless listed on Exhibit A – ORDER FORM

* Requires a Scantron or similar Optical Mark Reader (OMR) scanner, special forms, form set-up, and scanner software, which are not included unless listed on Exhibit A – ORDER FORM

Additionally, during the term of the subscription, the Customer will be provided:

Unlimited Customer Support (6:00 AM – 6:00 PM PT)

Customer Support shall be provided to the Customer both on-line and by telephone Monday – Friday, 6:00 AM – 6:00 PM PT (excluding NEOGOV holidays).

Product Upgrades to Licensed Software

Customer shall receive all product upgrades to purchased package. Product upgrades are automatic and available upon the next login following a product upgrade rollout. Product upgrade rollouts are generally released every three months.

1.2 Provisioning

The following activities are conducted as part of the Insight Enterprise implementation

- Conduct a project kick off meeting to review the project timeline, deliverables, and establish project expectations
- NEOGOV will establish an Agency-specific training environment that will be used during training and post-training to allow the Agency to learn the system and begin defining new roles, responsibilities, and activities within the HR staff
- NEOGOV will conduct eight hours of on line instructor led training. NEOGOV will provide all required user exercises and user guides to the Agency.
- Once the core user community is comfortable with the system (typically within 10 hours of hands-on use) they will train the remaining HR staff to complete their tasks using Insight.
- Between the training and go-live, NEOGOV will complete the following activities:
 - Creating an agency-specific training environment which is used by your agency during training and afterwards to train in prior to moving into production
 - Configure printable job bulletin
 - Integrate your new production job opportunities, promotional opportunities, and class specifications web pages into your existing agency website
 - Establish the Agency's Insight Enterprise production environment

1.3 Training

NEOGOV will deliver training to Agency recruiters. We will provide all required user exercises and user guides to the Agency.

Following the training, your agency will have full access to the training environment. Additionally, your agency has full access to our Customer Support Help Desk during the training to help new users fully utilize Insight. Our existing customers find that this unique implementation approach enables their users to become familiar with Insight in a safe environment, promoting system use and leading to a more successful rollout.

Order Form

NEOGOV™

Order Form Terms and Conditions:

- (1) The Customer hereby orders and GovernmentJobs.com, Inc. (d/b/a NEOGOV, Inc., hereafter "NEOGOV") agrees to provide the services described in this Order Form. THE SERVICES ARE PROVIDED PURSUANT TO THE TERMS AND CONDITIONS OF THIS ORDER FORM AND THE SERVICE AGREEMENT BETWEEN NEOGOV AND THE CUSTOMER.
- (2) The Customer agrees that the payment schedule is as follows:
- Provide all required software and Licenses**
- One hundred percent (100%) of the annual license price is payable within thirty (30) days of execution of this Order Form and Service Agreement. (\$7,000.00)
- Software Provisioning for first half of Insight Enterprise**
- Fifty percent (50%) of the non-recurring costs are to be paid to NEOGOV within thirty (30) days of the execution of this Order Form and Service Agreement. (\$2,500.00)
- Software Provisioning for second half of Insight Enterprise (Completion of post evaluation)**
- Fifty percent (50%) of the non-recurring costs are to be paid to NEOGOV within thirty (30) days following the thirty day post-training period. (\$2,500.00)
- (3) Neither the Customer nor NEOGOV will be bound by this Order Form until it has been signed by authorized representatives of both parties.
- (4) Changes or alterations to this Order Form will not be accepted.

THERE ARE SIGNIFICANT ADDITIONAL TERMS AND CONDITIONS, WARRANTY DISCLAIMERS AND LIABILITY LIMITATIONS CONTAINED IN THE SERVICE AGREEMENT BETWEEN THE CUSTOMER AND NEOGOV.

DO NOT SIGN THIS ORDER FORM BEFORE YOU HAVE READ THE SERVICE AGREEMENT IN ITS ENTIRETY. YOUR SIGNATURE BELOW INDICATES THAT YOU HAVE READ THE SERVICE AGREEMENT AND AGREE TO BE BOUND BY ITS PROVISIONS.

<u>Customer</u>	<u>NEOGOV, Inc.</u>
Signature: 	Signature: _____
Print Name: <u>JOHELL JORDAN</u>	Print Name: _____
Title: <u>MAYOR</u>	Title: _____
Date: <u>12/21/10</u>	Date: _____



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
12/16/2010

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

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

PRODUCER TechInsurance 1301 Central Expy. South, Suite 115 Allen, TX 75013	CONTACT NAME: PHONE (A/C No. Ext): (000) 868-7020 FAX (A/C No.): (972) 390-8184 E-MAIL: ADDRESS: PRODUCER CUSTOMER ID #:														
INSURED Governmentjobs.Com, Inc. dba Neogov 222 N Sepulveda Blvd, Ste 2000 El Segundo, CA 90245	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Hartford Casualty Insurance Company</td> <td>29424</td> </tr> <tr> <td>INSURER B: Hartford Insurance Company of the Midwest</td> <td>37478</td> </tr> <tr> <td>INSURER C: Property and Casualty Insurance Company of Hartford</td> <td>34690</td> </tr> <tr> <td>INSURER D: ACE Insurance Company of Ohio</td> <td>22687</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Hartford Casualty Insurance Company	29424	INSURER B: Hartford Insurance Company of the Midwest	37478	INSURER C: Property and Casualty Insurance Company of Hartford	34690	INSURER D: ACE Insurance Company of Ohio	22687	INSURER E:		INSURER F:	
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INSURER F:															

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

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

INSUR LTR	TYPE OF INSURANCE	ADDITIONAL SUBIN	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	Yes	4356ABE9454	1/25/2010	1/25/2011	EACH OCCURRENCE \$ 2,000,000
	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC					DAMAGE TO RENTED PREMISES (Occurrence) \$ 200,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS COMPOS AGG \$ 4,000,000
C	AUTOMOBILE LIABILITY	Yes	49UH-C174152	4/10/2010	4/10/2011	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000
	☒ ANY AUTO ☒ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS					BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	UMBRELLA LIAB	OCCUR				EACH OCCURRENCE \$
	EXCESS LIAB DEDUCTIBLE RETENTION \$					AGGREGATE \$ \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A	48WLCG8195	1/25/2010	1/25/2011	☒ WC STATUS ☐ OTHER ☐ F-1 EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below					Occupational Aggregate \$2,500,000 / \$7,500,000
D	Professional Liability (Errors and Omissions)		G20072179C03	1/25/2010	1/25/2011	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

City of Fayetteville is named as Additional Insured with regard to the general liability

CERTIFICATE HOLDER City of Fayetteville 113 W. Mountain Fayetteville AR 72701	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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**City of Fayetteville, Arkansas
Budget Adjustment Form**

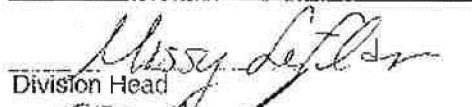
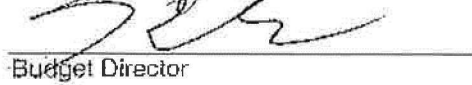
Budget Year	Department: Chief of Staff	Request Date	Adjustment Number
2010	Division: Human Resources	12/17/2010	
	Program: Employee Benefits/Services		

JUSTIFICATION TO INCREASE PROJECT / ITEM:

Additional funds are needed in software maintenance to purchase NeoGov.

JUSTIFICATION TO DECREASE PROJECT / ITEM (OR RECOGNIZING REVENUE):

Account Name	Account Number	Increase Budget	Decrease Budget	Project Sub Number
Software Maintenance	1010.1220.5416.00	2,300		
Software	1010.1220.5209.00		2,300	
TOTAL		<u>2,300</u>	<u>2,300</u>	

 	Date _____ Date _____ Date _____ Date _____ Date _____ Date _____	Requested By _____ BARBARA FELL Budget & Research Use Only Type: A B C D <u>E</u> Description: _____ General Ledger Date _____ Posted to General Ledger Initial _____ Date _____ Posted to Project Accounting Initial _____ Date _____
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Service Agreement

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(c) *Disclaimer of Actions Caused by and/or Under the Control of Third Parties.* NEOGOV DOES NOT AND CANNOT CONTROL THE FLOW OF DATA TO OR FROM THE NEOGOV SYSTEM AND OTHER PORTIONS OF THE INTERNET. SUCH FLOW DEPENDS IN LARGE PART ON THE PERFORMANCE OF INTERNET SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES. AT TIMES, ACTIONS OR INACTIONS OF SUCH THIRD PARTIES CAN IMPAIR OR DISRUPT CUSTOMER'S CONNECTIONS TO THE INTERNET (OR PORTIONS THEREOF). ALTHOUGH NEOGOV WILL USE COMMERCIALY REASONABLE EFFORTS TO TAKE ALL ACTIONS IT DEEMS APPROPRIATE TO REMEDY AND AVOID SUCH EVENTS, NEOGOV CANNOT GUARANTEE THAT SUCH EVENTS WILL NOT OCCUR. ACCORDINGLY, NEOGOV DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO SUCH EVENTS.

6. **Publicity.** Following execution of this Agreement, the parties hereto may issue a press release, the form and substance of which shall be mutually agreeable to the parties, announcing the relationship created by this Agreement. Except as expressly contemplated herein, neither party shall issue any additional press release which mentions the other party or the transactions contemplated by this Agreement without the prior consent of the other party, which consent shall not be unreasonably withheld.

7. **Nondisclosure.** Through exercise of each party's rights under this Agreement, each party may be exposed to the other party's technical, financial, business, marketing, planning, and other information and data, in written, oral, electronic, magnetic, photographic and/or other forms, including but not limited to (i) oral and written communications of one party with the officers and staff of the other party which are marked or identified as confidential or secret or similarly marked or identified and (ii) other communications which a reasonable person would recognize from the surrounding facts and circumstances to be confidential or secret ("Confidential Information") and trade secrets. In recognition of the other party's need to protect its legitimate business interests, each party hereby covenants and agrees that it shall regard and treat each item of information or data constituting a trade secret or Confidential Information of the other party as strictly confidential and wholly owned by such other party and that it will not, without the express prior written consent of the other party or except as required by law including the Freedom of Information Act of the State of Arkansas, redistribute, market, publish, disclose or divulge to any other person, firm or entity, or use or modify for use, directly or indirectly in any way for any person or entity: (i) any of the other party's Confidential Information during the term of this Agreement and for a period of three (3) years after the termination of this Agreement or, if later, from the last date Services (including any warranty work) are performed by the disclosing party hereunder; and (ii) any of the other party's trade secrets at any time during which such information shall constitute a trade secret under applicable law.

8. Liability Limitations.

(a) If promptly notified in writing of any action brought against Customer based on a claim that NEOGOV's Services infringe a United States patent, copyright or trademark right of a third party (except to the extent such claim or infringement relates to any third party software incorporated into NEOGOV's applications), NEOGOV will defend such action at its expense and will pay any and all fees, costs or damages that may be finally awarded in such

action or any settlement resulting from such action (provided that Customer shall permit NEOGOV to control the defense of such action and shall not make any compromise, admission of liability or settlement or take any other action impairing the defense of such claim without NEOGOV's prior written approval).

(b) Customer acknowledges and agrees: (i) that NEOGOV has no proprietary, financial, or other interest in the goods or services that may be described in or offered through Customer's web site; and (ii) that except with respect to any material supplied by NEOGOV, Customer is solely responsible (as between NEOGOV and Customer) for the content, quality, performance, and all other aspects of the goods or services and the information or other content contained in or provided through Customer's web site.

(c) OTHER THAN THOSE WARRANTIES EXPRESSLY SET FORTH IN THIS AGREEMENT, NEOGOV DOES NOT MAKE ANY WARRANTIES TO CUSTOMER OR ANY OTHER PERSON OR ENTITY, EITHER EXPRESS OR IMPLIED (INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) WITH RESPECT TO THE SERVICES PROVIDED HEREUNDER. NEOGOV SHALL NOT BE LIABLE TO CUSTOMER OR TO ANY OTHER PERSON OR ENTITY, UNDER ANY CIRCUMSTANCE OR DUE TO ANY EVENT WHATSOEVER, FOR CONSEQUENTIAL, OR INDIRECT DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFIT, LOSS OF USE OR BUSINESS STOPPAGE.

(d) Under no circumstances shall NEOGOV's total liability to Customer or any other person, regardless of the nature of the claim or form of action (whether arising in contract, tort, strict liability or otherwise), exceed GovernmentJobs.com Inc.'s Certificate of Insurance and NEOGOV has agreed to name Customer as an insured on said liability insurance per attached Exhibit "A" provided by NEOGOV; provided, however that the foregoing limitations set forth in this Section 8(d) shall not apply to actions brought under 8(a) above or to any injury to persons or damages to property arising out of NEOGOV's gross negligence or willful, gross misconduct.

9. Term and Termination.

(a) This Agreement shall commence as of January 1, 2011 and remain in effect for twelve (12) months unless terminated by either party as set forth herein ("Initial Term").

(b) This Agreement may be renewed for additional terms ("Renewal Term") equal in duration to the Initial Term provided Customer notifies NEOGOV at least thirty (30) days prior to the end of the Initial Term or a Renewal Term. It is anticipated that the parties shall in good faith commence active discussions each September concerning whether and under what terms to renew for the following calendar year.

(c) NEOGOV reserves the right to terminate this Agreement immediately if the Services provided hereunder become illegal or contrary to any applicable law, rule, regulation or public policy. Each party shall have the right to terminate this Agreement upon sixty (60) days prior written notice to the other party.

(d) Within sixty (60) days of notification of termination of this Agreement, NEOGOV shall provide Customer with a dedicated data files suitable for importation into commercially available database software (e.g., MS-Access or MS-SQL). The dedicated data files will be comprised of Customer's data contained in NEOGOV's system. The structure of the relational database will be specific to the Customer's data and will not be representative of the proprietary NEOGOV database. NEOGOV shall likewise refund Customer its pro-rata share of pre-payment by Customer for twelve (12) months of service and/or maintenance fees or any other amounts pre-paid by Customer to NEOGOV.

10. Payments.

(a) *Initial Term.* See Exhibit A (Order Form).

(b) *Renewal Term(s).* For each Renewal Term, NEOGOV will continue to provide Customer with the Services, and will provide maintenance and support services as described herein, provided Customer issues a purchase order or

modification to this Agreement and pays NEOGOV in advance the annual recurring charges then in effect. If there is an increase in annual maintenance and support charges, NEOGOV shall give Customer written notice of such increase at least thirty (30) days prior to the expiration of the applicable term.

11. **Force Majeure.** NEOGOV shall not be liable for any damages, costs, expenses or other consequences incurred by Customer or by any other person or entity as a result of delay in or inability to deliver any Services due to circumstances or events beyond NEOGOV's reasonable control, including, without limitation: (i) acts of God; (ii) changes in or in the interpretation of any law, rule, regulation or ordinance; (iii) strikes, lockouts or other labor problems; (iv) transportation delays; (v) unavailability of supplies or materials; (vi) fire or explosion; (vii) riot, military action or usurped power; or (viii) actions or failures to act on the part of a governmental authority other than Customer.

12. **Miscellaneous.** Either party may not assign its rights or obligations under this Agreement without the prior written consent of the other party. This Agreement may not be modified or amended (and no rights hereunder may be waived) except through a written instrument signed by the party to be bound. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and shall be governed by and construed in accordance with the laws of the State of Arkansas, without giving effect to conflict of law rules. Customer acknowledges and agrees that this Agreement is not intended to be and shall not be construed to be a franchise or business opportunity.

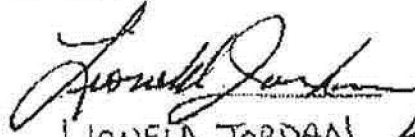
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized officers as of the date set forth above.

Customer

Signature:

Print Name:

Title:


LIONEL JORDAN 12/16/10
MAYOR DATE

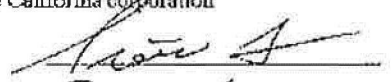
GovernmentJobs.com, Inc., a California corporation

Signature:

Print Name:

Title:

Date:


SCOTT L. LOMAN
PRESIDENT
12/16/10

Order Form

NEOGOV™

EXHIBIT A - ORDER FORM

Customer:

Bill To:

NAME

Attention To:

Address:

Phone:

Email:

AGENCY

Quote Date:

12/16/2010

Revision:

1

Valid From:

12/16/2010

Valid To:

Today plus 30 days

Order Number:

Requested Service Date:

TBD

Initial Term:

12 Months

Order Summary

Line	Description	Annual Recurring Cost	Non- Recurring Cost
1.0	Insight Enterprise Edition		
1.1	Subscription License	\$7,000.00	
1.2	Provisioning		\$5,000.00
1.3	Training		Included
2.0	Governmentjobs.com Annual License *optional	\$1,500.00	
Sub Total:		\$7,000.00	\$5,000.00
Order Total:			\$12,000.00

¹More detailed descriptions of the services are contained in the order detail for each service, which are incorporated herein and made a part hereof by this reference.

Order Detail**1.0 Insight Enterprise Edition****1.1 License Subscription**

The Customer's subscription to the Insight Hiring Management Software includes the following functionality:

Recruitment

- Customized online job application
- Accept job applications online
- Online applications integration with current agency website
- Online job announcements and descriptions
- Automatic online job interest cards
- Proactively search your applicant database
- Real-time database of all applicant information
- Recruitment and examination planning

Selection

- Create, store, and reuse supplemental questions in the Insight item bank
- Screen applicants automatically as they apply
- Define unique scoring plans per recruitment, or copy existing scoring plans
- Test item bank (optional in TMS)
- Conduct item analysis
- Test processing (automatically input Scantron test data sheets)*
- Test analysis and pass-point setting
- Score, rank, and refer applicants

Applicant Tracking

- Email and hardcopy notifications
- EEO Data collection and reports
- Track applicants by step/hurdle
- Schedule written, oral, and other exams
- Detailed applicant history record
- Skills tracking and matching

Reporting and Analysis

- Collect and report on EEO data
- Analyze and report on adverse impact and applicant flow
- Track and analyze data such as time-to-hire, recruitment costs, staff workload, applicant quality, etc.
- Over 80 standard system reports
- Ad Hoc reporting tool

HR Automation

- Create and route job requisitions
- Refer and certify applicants electronically
- Scan paper application materials

* Cost of the scanner is not included unless listed on Exhibit A – ORDER FORM

* Requires a Scantron or similar Optical Mark Reader (OMR) scanner, special forms, form set-up, and scanner software, which are not included unless listed on Exhibit A – ORDER FORM

Additionally, during the term of the subscription, the Customer will be provided:

Unlimited Customer Support (6:00 AM – 6:00 PM PT)

Customer Support shall be provided to the Customer both on-line and by telephone Monday – Friday, 6:00 AM – 6:00 PM PT (excluding NEOGOV holidays).

Product Upgrades to Licensed Software

Customer shall receive all product upgrades to purchased package. Product upgrades are automatic and available upon the next login following a product upgrade rollout. Product upgrade rollouts are generally released every three months.

1.2 Provisioning

The following activities are conducted as part of the Insight Enterprise implementation

- Conduct a project kick off meeting to review the project timeline, deliverables, and establish project expectations
- NEOGOV will establish an Agency-specific training environment that will be used during training and post-training to allow the Agency to learn the system and begin defining new roles, responsibilities, and activities within the HR staff
- NEOGOV will conduct eight hours of on line instructor led training. NEOGOV will provide all required user exercises and user guides to the Agency.
- Once the core user community is comfortable with the system (typically within 10 hours of hands-on use) they will train the remaining HR staff to complete their tasks using Insight.
- Between the training and go-live, NEOGOV will complete the following activities:
 - Creating an agency-specific training environment which is used by your agency during training and afterwards to train in prior to moving into production
 - Configure printable job bulletin
 - Integrate your new production job opportunities, promotional opportunities, and class specifications web pages into your existing agency website
 - Establish the Agency's Insight Enterprise production environment

1.3 Training

NEOGOV will deliver training to Agency recruiters. We will provide all required user exercises and user guides to the Agency.

Following the training, your agency will have full access to the training environment. Additionally, your agency has full access to our Customer Support Help Desk during the training to help new users fully utilize Insight. Our existing customers find that this unique implementation approach enables their users to become familiar with Insight in a safe environment, promoting system use and leading to a more successful rollout.

Order Form

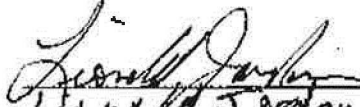
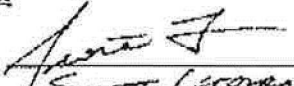
NEOGOV™

Order Form Terms and Conditions:

- (1) The Customer hereby orders and GovernmentJobs.com, Inc. (d/b/a NEOGOV, Inc., hereafter "NEOGOV") agrees to provide the services described in this Order Form. THE SERVICES ARE PROVIDED PURSUANT TO THE TERMS AND CONDITIONS OF THIS ORDER FORM AND THE SERVICE AGREEMENT BETWEEN NEOGOV AND THE CUSTOMER.
- (2) The Customer agrees that the payment schedule is as follows:
Provide all required software and Licenses
 - One hundred percent (100%) of the annual license price is payable within thirty (30) days of execution of this Order Form and Service Agreement. (\$7,000.00)**Software Provisioning for first half of Insight Enterprise**
 - Fifty percent (50%) of the non-recurring costs are to be paid to NEOGOV within thirty (30) days of the execution of this Order Form and Service Agreement. (\$2,500.00)**Software Provisioning for second half of Insight Enterprise (Completion of post evaluation)**
 - Fifty percent (50%) of the non-recurring costs are to be paid to NEOGOV within thirty (30) days following the thirty day post-training period. (\$2,500.00)
- (3) Neither the Customer nor NEOGOV will be bound by this Order Form until it has been signed by authorized representatives of both parties.
- (4) Changes or alterations to this Order Form will not be accepted.

THERE ARE SIGNIFICANT ADDITIONAL TERMS AND CONDITIONS, WARRANTY DISCLAIMERS AND LIABILITY LIMITATIONS CONTAINED IN THE SERVICE AGREEMENT BETWEEN THE CUSTOMER AND NEOGOV.

DO NOT SIGN THIS ORDER FORM BEFORE YOU HAVE READ THE SERVICE AGREEMENT IN ITS ENTIRETY. YOUR SIGNATURE BELOW INDICATES THAT YOU HAVE READ THE SERVICE AGREEMENT AND AGREE TO BE BOUND BY ITS PROVISIONS.

<u>Customer</u>		<u>NEOGOV, Inc.</u>	
Signature:		Signature:	
Print Name:	David J. Jordan	Print Name:	Scott Leromain
Title:	Mayor	Title:	PRESIDENT
Date:	12/21/10	Date:	12/16/10



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
12/16/2010

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

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

PRODUCER Technisurance 1301 Central Expy, South, Suite 115 Allen, TX 75013	CONTACT PHONE (A/C, DO, EXT): (800) 669-7020 FAX (A/C, EXT): (972) 390-8484 E-MAIL ADDRESS: PRODUCER CUSTOMER ID #1:																					
INSURED GovernmentJobs.Com, Inc. dba Neogov 222 N Sepulveda Blvd, Ste 2000 El Segundo, CA 90245	<table border="1"> <thead> <tr> <th>INSURER</th> <th>INSURER AFFORDING COVERAGE</th> <th>NASC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A:</td> <td>Hartford Casualty Insurance Company</td> <td>28424</td> </tr> <tr> <td>INSURER B:</td> <td>Hartford Insurance Company of the Midwest</td> <td>37478</td> </tr> <tr> <td>INSURER C:</td> <td>Property and Casualty Insurance Company of Hartford</td> <td>34890</td> </tr> <tr> <td>INSURER D:</td> <td>ACE Insurance Company of Ohio</td> <td>22867</td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </tbody> </table>	INSURER	INSURER AFFORDING COVERAGE	NASC #	INSURER A:	Hartford Casualty Insurance Company	28424	INSURER B:	Hartford Insurance Company of the Midwest	37478	INSURER C:	Property and Casualty Insurance Company of Hartford	34890	INSURER D:	ACE Insurance Company of Ohio	22867	INSURER E:			INSURER F:		
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COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:	
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
OVERLAP	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJ. ☐ LOC	3858ABE8434	12/25/2010	1/25/2011	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$ 500,000 MED EXP (any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMPOD AGG \$ 4,000,000 \$
C	AUTOMOBILE LIABILITY ☒ ANY AUTO ☒ ALL OWNED AUTOS ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS	48U6C1Y4132	4/10/2010	4/10/2011	COMBINED SINGLE LIMIT (EA accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	UMBRELLA LIAB EXCESS LIAB DEDUCTIBLE RETENTION \$	OCCUR CLAIMS-MADE			EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	38WECGR195	12/25/2010	1/25/2011	☒ WORK STATUS ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liability (Errors and Omissions)	0200/21/9063	1/25/2010	1/25/2011	Occurrence / Aggregate \$2,000,000 / \$2,000,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) City of Fayetteville is named as Additional Insured with regard to the general liability					

CERTIFICATE HOLDER City of Fayetteville 113 W. Mountain Fayetteville AR 72701	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: <i>James Cochran</i>
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ACORD 25 (2009/09)

The ACORD name and logo are registered marks of ACORD

EXHIBIT "A"

Service Agreement

THIS ON-LINE SERVICES AGREEMENT (this "Agreement") is made and entered into this _____ day of _____, 2010, by and between **GovernmentJobs.com, Inc.**, a California corporation (d/b/a "NEOGOV"), and the City of Fayetteville, Arkansas a public entity acting by and through its duly appointed representative ("Customer").

1. Provision of On-line Services.

(a) Customer hereby engages NEOGOV, and NEOGOV hereby agrees (subject to the terms and conditions set forth herein), to provide the services (the "Services") more fully described in this Agreement and in Exhibit A (Order Form). Customer hereby acknowledges and agrees that NEOGOV's provision and performance of the Services is dependent and conditioned upon Customer's full performance of its duties, obligations and responsibilities hereunder.

2. Additional NEOGOV Responsibilities. In connection with the performance of this Agreement, NEOGOV shall be responsible for the following:

(a) NEOGOV shall provide all required hosting and operations support for the applications provided through this agreement.

(b) NEOGOV shall follow those support, maintenance and other procedures and shall provide those support, maintenance and other services to Customer more fully described in this Agreement.

3. Customer Responsibilities. In connection with the performance of this Agreement and the provision of the Services, Customer shall be responsible for the following:

(a) Customer shall be responsible for ensuring that Customer's use of the Services and the performance of Customer's other obligations hereunder comply with all laws applicable to Customer.

(b) Customer shall be responsible, as between NEOGOV and Customer, for the accuracy and completeness of all records and databases provided by Customer in connection with this Agreement for use on NEOGOV's system.

4. Ownership, Protection and Security.

(a) Ownership of any graphics, text, data or other information or content materials and all records and databases supplied or furnished by Customer hereunder for incorporation into or delivery through the application(s) described in this agreement shall remain with Customer, and NEOGOV shall cease use of all such material upon termination of this Agreement.

(b) Customer acknowledges and agrees that nothing in this Agreement or any other agreement grants Customer any licenses or other rights with respect to NEOGOV's software system (source code or object code) other than the right to receive Services as expressly provided herein. NEOGOV shall retain all ownership in the intellectual property and all other proprietary rights and interests associated with NEOGOV's software system and Services and all components thereof and associated documentation, except as expressly provided herein.

(c) NEOGOV grants to Customer a limited license during the term of this Agreement to use and reproduce NEOGOV's trademarks and logos for purposes of including such trademarks and logos in advertising and publicity materials and links solely as permitted hereunder. All uses of such trademarks and logos shall conform to Customer's standard guidelines and requirements for use of such trademarks and logos.

5. **NEOGOV Representations and Warranties.**

(a) *Service Performance Warranty.* NEOGOV warrants that it will perform the Services in a manner consistent with industry standards reasonably applicable to the performance thereof.

(b) *No Other Warranty.* EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION 5, THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS, AND CUSTOMER'S USE OF THE SERVICES IS AT ITS OWN RISK. NEOGOV DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER EXPRESS AND/OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. NEOGOV DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE.

(c) *Disclaimer of Actions Caused by and/or Under the Control of Third Parties.* NEOGOV DOES NOT AND CANNOT CONTROL THE FLOW OF DATA TO OR FROM THE NEOGOV SYSTEM AND OTHER PORTIONS OF THE INTERNET. SUCH FLOW DEPENDS IN LARGE PART ON THE PERFORMANCE OF INTERNET SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES. AT TIMES, ACTIONS OR INACTIONS OF SUCH THIRD PARTIES CAN IMPAIR OR DISRUPT CUSTOMER'S CONNECTIONS TO THE INTERNET (OR PORTIONS THEREOF). ALTHOUGH NEOGOV WILL USE COMMERCIALY REASONABLE EFFORTS TO TAKE ALL ACTIONS IT DEEMS APPROPRIATE TO REMEDY AND AVOID SUCH EVENTS, NEOGOV CANNOT GUARANTEE THAT SUCH EVENTS WILL NOT OCCUR. ACCORDINGLY, NEOGOV DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO SUCH EVENTS.

6. **Publicity.** Following execution of this Agreement, the parties hereto may issue a press release, the form and substance of which shall be mutually agreeable to the parties, announcing the relationship created by this Agreement. Except as expressly contemplated herein, neither party shall issue any additional press release which mentions the other party or the transactions contemplated by this Agreement without the prior consent of the other party, which consent shall not be unreasonably withheld.

7. **Nondisclosure.** Through exercise of each party's rights under this Agreement, each party may be exposed to the other party's technical, financial, business, marketing, planning, and other information and data, in written, oral, electronic, magnetic, photographic and/or other forms, including but not limited to (i) oral and written communications of one party with the officers and staff of the other party which are marked or identified as confidential or secret or similarly marked or identified and (ii) other communications which a reasonable person would recognize from the surrounding facts and circumstances to be confidential or secret ("Confidential Information") and trade secrets. In recognition of the other party's need to protect its legitimate business interests, each party hereby covenants and agrees that it shall regard and treat each item of information or data constituting a trade secret or Confidential Information of the other party as strictly confidential and wholly owned by such other party and that it will not, without the express prior written consent of the other party or except as required by law including the Freedom of Information Act of the State of Arkansas, redistribute, market, publish, disclose or divulge to any other person, firm or entity, or use or modify for use, directly or indirectly in any way for any person or entity: (i) any of the other party's Confidential Information during the term of this Agreement and for a period of three (3) years after the termination of this Agreement or, if later, from the last date Services (including any warranty work) are performed by the disclosing party hereunder; and (ii) any of the other party's trade secrets at any time during which such information shall constitute a trade secret under applicable law.

8. Liability Limitations.

(a) If promptly notified in writing of any action brought against Customer based on a claim that NEOGOV's Services infringe a United States patent, copyright or trademark right of a third party (except to the extent such claim or infringement relates to any third party software incorporated into NEOGOV's applications), NEOGOV will defend such action at its expense and will pay any and all fees, costs or damages that may be finally awarded in such

NEOGOV, Inc. Proprietary and Confidential Page 2 of 8

action or any settlement resulting from such action (provided that Customer shall permit NEOGOV to control the defense of such action and shall not make any compromise, admission of liability or settlement or take any other action impairing the defense of such claim without NEOGOV's prior written approval).

(b) Customer acknowledges and agrees: (i) that NEOGOV has no proprietary, financial, or other interest in the goods or services that may be described in or offered through Customer's web site; and (ii) that except with respect to any material supplied by NEOGOV, Customer is solely responsible (as between NEOGOV and Customer) for the content, quality, performance, and all other aspects of the goods or services and the information or other content contained in or provided through Customer's web site.

(c) OTHER THAN THOSE WARRANTIES EXPRESSLY SET FORTH IN THIS AGREEMENT, NEOGOV DOES NOT MAKE ANY WARRANTIES TO CUSTOMER OR ANY OTHER PERSON OR ENTITY, EITHER EXPRESS OR IMPLIED (INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) WITH RESPECT TO THE SERVICES PROVIDED HEREUNDER. NEOGOV SHALL NOT BE LIABLE TO CUSTOMER OR TO ANY OTHER PERSON OR ENTITY, UNDER ANY CIRCUMSTANCE OR DUE TO ANY EVENT WHATSOEVER, FOR CONSEQUENTIAL OR INDIRECT DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFIT, LOSS OF USE OR BUSINESS STOPPAGE.

(d) Under no circumstances shall NEOGOV's total liability to Customer or any other person, regardless of the nature of the claim or form of action (whether arising in contract, tort, strict liability or otherwise), exceed GovernmentJobs.com Inc.'s Certificate of Insurance and NEOGOV has agreed to name Customer as an insured on said liability insurance per attached Exhibit "A" provided by NEOGOV; provided, however that the foregoing limitations set forth in this Section 8(d) shall not apply to actions brought under 8(a) above or to any injury to persons or damages to property arising out of NEOGOV's gross negligence or willful, gross misconduct.

9. Term and Termination.

(a) This Agreement shall commence as of January 1, 2011 and remain in effect for twelve (12) months unless terminated by either party as set forth herein ("Initial Term").

(b) This Agreement may be renewed for additional terms ("Renewal Term") equal in duration to the Initial Term provided Customer notifies NEOGOV at least thirty (30) days prior to the end of the Initial Term or a Renewal Term. It is anticipated that the parties shall in good faith commence active discussions each September concerning whether and under what terms to renew for the following calendar year.

(c) NEOGOV reserves the right to terminate this Agreement immediately if the Services provided hereunder become illegal or contrary to any applicable law, rule, regulation or public policy. Each party shall have the right to terminate this Agreement upon sixty (60) days prior written notice to the other party.

(d) Within sixty (60) days of notification of termination of this Agreement, NEOGOV shall provide Customer with a dedicated data files suitable for importation into commercially available database software (e.g., MS-Access or MS-SQL). The dedicated data files will be comprised of Customer's data contained in NEOGOV's system. The structure of the relational database will be specific to the Customer's data and will not be representative of the proprietary NEOGOV database. NEOGOV shall likewise refund Customer its pro-rata share of pre-payment by Customer for twelve (12) months of service and/or maintenance fees or any other amounts pre-paid by Customer to NEOGOV.

10. Payments.

(a) *Initial Term.* See Exhibit A (Order Form).

(b) *Renewal Term(s).* For each Renewal Term, NEOGOV will continue to provide Customer with the Services, and will provide maintenance and support services as described herein, provided Customer issues a purchase order or

modification to this Agreement and pays NEOGOV in advance the annual recurring charges then in effect. If there is an increase in annual maintenance and support charges, NEOGOV shall give Customer written notice of such increase at least thirty (30) days prior to the expiration of the applicable term.

11. **Force Majeure.** NEOGOV shall not be liable for any damages, costs, expenses or other consequences incurred by Customer or by any other person or entity as a result of delay in or inability to deliver any Services due to circumstances or events beyond NEOGOV's reasonable control, including, without limitation: (i) acts of God; (ii) changes in or in the interpretation of any law, rule, regulation or ordinance; (iii) strikes, lockouts or other labor problems; (iv) transportation delays; (v) unavailability of supplies or materials; (vi) fire or explosion; (vii) riot, military action or usurped power; or (viii) actions or failures to act on the part of a governmental authority other than Customer.

12. **Miscellaneous.** Either party may not assign its rights or obligations under this Agreement without the prior written consent of the other party. This Agreement may not be modified or amended (and no rights hereunder may be waived) except through a written instrument signed by the party to be bound. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and shall be governed by and construed in accordance with the laws of the State of Arkansas, without giving effect to conflict of law rules. Customer acknowledges and agrees that this Agreement is not intended to be and shall not be construed to be a franchise or business opportunity.

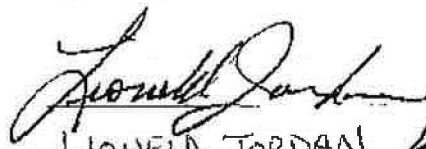
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized officers as of the date set forth above.

Customer

Signature:

Print Name:

Title:


LIONEL JORDAN 12/16/10
MAYOR DATE

GovernmentJobs.com, Inc., a California corporation

Signature:

Print Name:

Title:

Date:


SCOTT LEMONSON
PRESIDENT
12/16/10

Order Form**NEOGOV™****EXHIBIT A - ORDER FORM****Customer:****Bill To:**NAMEAttention To:Address:Phone:Email:AGENCYQuote Date:12/16/2010Revision:1Valid From:12/16/2010Valid To:Today plus 30 daysOrder Number:Requested Service Date:TBDInitial Term:12 Months**Order Summary**

<u>Line</u>	<u>Description</u>	<u>Annual Recurring Cost</u>	<u>Non- Recurring Cost</u>
<u>1.0</u>	<u>Insight Enterprise Edition</u>		
<u>1.1</u>	<u>Subscription License</u>	<u>\$7,000.00</u>	
<u>1.2</u>	<u>Provisioning</u>		<u>\$5,000.00</u>
<u>1.3</u>	<u>Training</u>		<u>Included</u>
	<u>Governmentjobs.com Annual License *optional</u>	<u>\$1,500.00</u>	
<u>2.0</u>			
<u>Sub Total:</u>		<u>\$7,000.00</u>	<u>\$5,000.00</u>
<u>Order Total:</u>			<u>\$12,000.00</u>

¹More detailed descriptions of the services are contained in the order detail for each service, which are incorporated herein and made a part hereof by this reference.

Order Detail**1.0 Insight Enterprise Edition****1.1 License Subscription**

The Customer's subscription to the Insight Hiring Management Software includes the following functionality:

Recruitment

- Customized online job application
- Accept job applications online
- Online applications integration with current agency website
- Online job announcements and descriptions
- Automatic online job interest cards
- Proactively search your applicant database
- Real-time database of all applicant information
- Recruitment and examination planning

Selection

- Create, store, and reuse supplemental questions in the Insight item bank
- Screen applicants automatically as they apply
- Define unique scoring plans per recruitment, or copy existing scoring plans
- Test item bank (optional in TMS)
- Conduct item analysis
- Test processing (automatically input Scantron test data sheets)*
- Test analysis and pass-point setting
- Score, rank, and refer applicants

Applicant Tracking

- Email and hardcopy notifications
- EEO Data collection and reports
- Track applicants by step/hurdle
- Schedule written, oral, and other exams
- Detailed applicant history record
- Skills tracking and matching

Reporting and Analysis

- Collect and report on EEO data
- Analyze and report on adverse impact and applicant flow
- Track and analyze data such as time-to-hire, recruitment costs, staff workload, applicant quality, etc.
- Over 80 standard system reports
- Ad Hoc reporting tool

HR Automation

- Create and route job requisitions
- Refer and certify applicants electronically
- Scan paper application materials

* Cost of the scanner is not included unless listed on Exhibit A – ORDER FORM

* Requires a Scantron or similar Optical Mark Reader (OMR) scanner, special forms, form set-up, and scanner software, which are not included unless listed on Exhibit A – ORDER FORM

Additionally, during the term of the subscription, the Customer will be provided:

Unlimited Customer Support (6:00 AM – 6:00 PM PT)

Customer Support shall be provided to the Customer both on-line and by telephone Monday – Friday, 6:00 AM – 6:00 PM PT (excluding NEOGOV holidays).

Product Upgrades to Licensed Software

Customer shall receive all product upgrades to purchased package. Product upgrades are automatic and available upon the next login following a product upgrade rollout. Product upgrade rollouts are generally released every three months.

1.2 Provisioning

The following activities are conducted as part of the Insight Enterprise implementation

- Conduct a project kick off meeting to review the project timeline, deliverables, and establish project expectations
- NEOGOV will establish an Agency-specific training environment that will be used during training and post-training to allow the Agency to learn the system and begin defining new roles, responsibilities, and activities within the HR staff
- NEOGOV will conduct eight hours of on line Instructor led training. NEOGOV will provide all required user exercises and user guides to the Agency.
- Once the core user community is comfortable with the system (typically within 10 hours of hands-on use) they will train the remaining HR staff to complete their tasks using Insight.
- Between the training and go-live, NEOGOV will complete the following activities:
 - Creating an agency-specific training environment which is used by your agency during training and afterwards to train in prior to moving into production
 - Configure printable job bulletin
 - Integrate your new production job opportunities, promotional opportunities, and class specifications web pages into your existing agency website
 - Establish the Agency's Insight Enterprise production environment

1.3 Training

NEOGOV will deliver training to Agency recruiters. We will provide all required user exercises and user guides to the Agency.

Following the training, your agency will have full access to the training environment. Additionally, your agency has full access to our Customer Support Help Desk during the training to help new users fully utilize Insight. Our existing customers find that this unique implementation approach enables their users to become familiar with Insight in a safe environment, promoting system use and leading to a more successful rollout.

Order Form

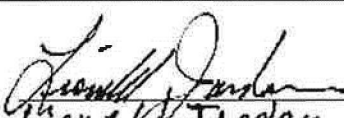
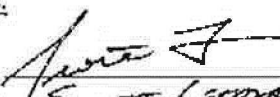
NEOGOV™

Order Form Terms and Conditions:

- (1) The Customer hereby orders and GovernmentJobs.com, inc. (d/b/a NEOGOV, Inc., hereafter "NEOGOV") agrees to provide the services described in this Order Form. THE SERVICES ARE PROVIDED PURSUANT TO THE TERMS AND CONDITIONS OF THIS ORDER FORM AND THE SERVICE AGREEMENT BETWEEN NEOGOV AND THE CUSTOMER.
- (2) The Customer agrees that the payment schedule is as follows:
Provide all required software and Licenses
 - One hundred percent (100%) of the annual license price is payable within thirty (30) days of execution of this Order Form and Service Agreement. (\$7,000.00)**Software Provisioning for first half of Insight Enterprise**
 - Fifty percent (50%) of the non-recurring costs are to be paid to NEOGOV within thirty (30) days of the execution of this Order Form and Service Agreement. (\$2,500.00)**Software Provisioning for second half of Insight Enterprise (Completion of post evaluation)**
 - Fifty percent (50%) of the non-recurring costs are to be paid to NEOGOV within thirty (30) days following the thirty day post-training period. (\$2,500.00)
- (3) Neither the Customer nor NEOGOV will be bound by this Order Form until it has been signed by authorized representatives of both parties.
- (4) Changes or alterations to this Order Form will not be accepted.

THERE ARE SIGNIFICANT ADDITIONAL TERMS AND CONDITIONS, WARRANTY DISCLAIMERS AND LIABILITY LIMITATIONS CONTAINED IN THE SERVICE AGREEMENT BETWEEN THE CUSTOMER AND NEOGOV.

DO NOT SIGN THIS ORDER FORM BEFORE YOU HAVE READ THE SERVICE AGREEMENT IN ITS ENTIRETY. YOUR SIGNATURE BELOW INDICATES THAT YOU HAVE READ THE SERVICE AGREEMENT AND AGREE TO BE BOUND BY ITS PROVISIONS.

Customer	NEOGOV, Inc.
Signature: 	Signature: 
Print Name: <u>Lionel Jordan</u>	Print Name: <u>SCOTT LEROY NEAU</u>
Title: <u>Mayor</u>	Title: <u>PRESIDENT</u>
Date: <u>1/3/11</u>	Date: <u>12/16/10</u>



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
12/16/2010

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

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

PRODUCER TechInsurance 1301 Central Expy. South, Suite 115 Allen, TX 75013	CONTACT NAME: PHONE (A/C No. Ext.): (800) 668-7020 FAX (A/C No.): (872) 260-8434 E-MAIL ADDRESS: PRODUCER CUSTOMER ID#:																					
INSURED GovernmentJobs.Com, Inc. dba Neogov 222 N Sepulveda Blvd, Ste 2000 El Segundo, CA 90245	<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>RATE #</th></tr> </thead> <tbody> <tr> <td>INSURER A:</td><td>Hartford Casualty Insurance Company</td><td>29424</td></tr> <tr> <td>INSURER B:</td><td>Hartford Insurance Company of the Midwest</td><td>37478</td></tr> <tr> <td>INSURER C:</td><td>Property and Casualty Insurance Company of Hartford</td><td>34890</td></tr> <tr> <td>INSURER D:</td><td>ACE Insurance Company of Ohio</td><td>22667</td></tr> <tr> <td>INSURER E:</td><td></td><td></td></tr> <tr> <td>INSURER F:</td><td></td><td></td></tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE		RATE #	INSURER A:	Hartford Casualty Insurance Company	29424	INSURER B:	Hartford Insurance Company of the Midwest	37478	INSURER C:	Property and Casualty Insurance Company of Hartford	34890	INSURER D:	ACE Insurance Company of Ohio	22667	INSURER E:			INSURER F:		
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INSURER F:																						

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

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

CLASS	TYPE OF INSURANCE	ADOL	SUBR	POLICY NO.	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY						EACH OCCURRENCE \$ 2,000,000
	☒ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
	☐ CLAIMS-MADE ☒ OCCUR						MED EXP (Any one person) \$ 10,000
	GENL AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INQUIRY \$ 2,000,000
	☒ POLICY ☐ PRO. ☐ RET. ☐ LOC.						GENERAL AGGREGATE \$ 4,000,000
							PRODUCTIONS - COMPOS AGG \$ 4,000,000
C	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☒ ANY AUTO						BODILY INJURY (For person) \$
	☐ ALL OWNED AUTOS						BODILY INJURY (For accident) \$
	☐ SCHEDULED AUTOS						PROPERTY DAMAGE (For accident) \$
	☒ HIRED AUTOS						
	☒ NON-OWNED AUTOS						
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DEDUCTIBLE						\$
	RETENTION \$						\$
B	WORKERS COMPENSATION AND EMPLOYERS LIABILITY						☒ WORKERS COMPENSATION LIMITS ☐ BOTH
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liability (Errors and Omissions)						Occurrences / Aggregate \$9,000,000 / \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101. Additional Remarks Schedule, if more space is required)
 City of Fayetteville is named an Additional Insured with regard to the general liability

CERTIFICATE HOLDER City of Fayetteville 113 W. Mountain Fayetteville AR 72701	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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City of Fayetteville Item Review Form

2013-0218

Legistar File Number

N/A

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Neogov job performance
evaluation software

Missy Leflar

Submitted By

Chief of Staff

Department

Action Required:

The Mayor's signature is needed on this \$14,500 contract, which is a non-agenda item. This is the software the City will start using for job performance evaluations.

Once implemented, the recurring cost will be \$12,000 annually,

Does this item have a cost? ☒ Yes

\$14,500.00

Cost of this request

\$14,500.00

Category or Project Budget

Job Perf Eval Software

Program or Project Name

1010.1220.5416.00

Account Number

\$0.00

Funds Used to Date

Software Maintenance

Program or Project Category

\$0.00

Remaining Balance

General

Fund Name

Project Number

Budgeted Item? ☒ Yes

Budget Adjustment Attached? ☐

V20130812

Previous Ordinance or Resolution #

Original Contract Number:

Comments:

Per Purchasing, not subject to competitive bidding as a sole source. This is an add-on component available as a separate purchase that we can add on to the Neogov job application software system the City already has in place.



NON-AGENDA ITEM MEMO

To: Mayor Jordan

Thru: Don Marr, Chief of Staff

From: Missy Leflar, Human Resources Director

Date: December 12, 2013

Subject: Job Performance Software Contract

PROPOSAL:

This proposal is for the City and Neogov to enter into a contract for job performance evaluation software. This item is sold as an independent "add on" to the Neogov job application software the City already uses for hiring, PA sheets, and requisitions. Purchasing an "add on" provides the City with better software than it could get for the same money from a brand new source, plus has the advantage of being software many managers already use.

It is anticipated that greater efficiencies will be realized with this software, as was the case when the City switched from paper job applications to electronic ones. Electronic items can be electronically routed for review and signature, managers will be empowered to look up due dates / overdue dates on their employee evaluations, and they will also be able to see exactly where a given document is in the review process.

Further, software will permit the City to do peer evaluations and reverse evaluations, which measure interactions with non-departmental colleagues and managers' treatment of subordinates, respectively. Many employers do these but the City never has, so this will help elevate the level of job performance feedback.

As with the prior Neogov implementation, no IT staff time will be required. The platform is housed on NeoGov's server, and HR staff will handle the implementation, as before.

RECOMMENDATION:

Staff recommends the purchase of this software.

BUDGET IMPACT:

This item is already in the approved budget, for the purchase price requested.

Service Agreement

THIS ON-LINE SERVICES AGREEMENT (this "Agreement") is made and entered into this 20 day of December, 2013, by and between GovernmentJobs.com, Inc., a California corporation (d/b/a "NEOGOV"), and the City of Fayetteville, Arkansas a public entity acting by and through its duly appointed representative ("Customer").

1. Provision of On-line Services.

(a) Customer hereby engages NEOGOV, and NEOGOV hereby agrees (subject to the terms and conditions set forth herein), to provide the services (the "Services") more fully described in this Agreement and in Exhibit A (Order Form). Customer hereby acknowledges and agrees that NEOGOV's provision and performance of the Services is dependent and conditioned upon Customer's full performance of its duties, obligations and responsibilities hereunder.

2. Additional NEOGOV Responsibilities. In connection with the performance of this Agreement, NEOGOV shall be responsible for the following:

(a) NEOGOV shall provide all required hosting and operations support for the applications provided through this agreement.

(b) NEOGOV shall follow those support, maintenance and other procedures and shall provide those support, maintenance and other services to Customer more fully described in this Agreement.

3. Customer Responsibilities. In connection with the performance of this Agreement and the provision of the Services, Customer shall be responsible for the following:

(a) NEOGOV's logos, including the "powered by" logo, may appear on the "employment opportunities", "job description" and other pages of Customer's web site that the Customer agrees to in writing.

(b) Customer shall be responsible for ensuring that Customer's use of the Services and the performance of Customer's other obligations hereunder comply with all laws applicable to Customer.

(c) Customer shall be responsible, as between NEOGOV and Customer, for the accuracy and completeness of all records and databases provided by Customer in connection with this Agreement for use on NEOGOV's system.

4. Ownership, Protection and Security.

(a) The parties agree that the NEOGOV marks and the Customer marks shall both be displayed on and through NEOGOV's system(s).

(b) Ownership of any graphics, text, data or other information or content materials and all records and databases supplied or furnished by Customer hereunder for incorporation into or delivery through the application(s) described in this agreement shall remain with Customer, and NEOGOV shall cease use of all such material upon termination of this Agreement.

(c) Customer acknowledges and agrees that nothing in this Agreement or any other agreement grants Customer any licenses or other rights with respect to NEOGOV's software system (source code or object code) other than the right to receive Services as expressly provided herein. NEOGOV shall retain all ownership in the intellectual property and all other proprietary rights and interests associated with NEOGOV's software system and Services and all components thereof and associated documentation, except as expressly provided herein.

(d) NEOGOV grants to Customer a limited license during the term of this Agreement to use and reproduce NEOGOV's trademarks and logos for purposes of including such trademarks and logos in advertising and publicity

materials and links solely as permitted hereunder. All uses of such trademarks and logos shall conform to Customer's standard guidelines and requirements for use of such trademarks and logos.

5. NEOGOV Representations and Warranties.

(a) *Service Performance Warranty.* NEOGOV warrants that it will perform the Services in a manner consistent with industry standards reasonably applicable to the performance thereof.

(b) *No Other Warranty.* EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION 5, THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS, AND CUSTOMER'S USE OF THE SERVICES IS AT ITS OWN RISK. NEOGOV DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER EXPRESS AND/OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. NEOGOV DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE.

(c) *Disclaimer of Actions Caused by and/or Under the Control of Third Parties.* NEOGOV DOES NOT AND CANNOT CONTROL THE FLOW OF DATA TO OR FROM THE NEOGOV SYSTEM AND OTHER PORTIONS OF THE INTERNET. SUCH FLOW DEPENDS IN LARGE PART ON THE PERFORMANCE OF INTERNET SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES. AT TIMES, ACTIONS OR INACTIONS OF SUCH THIRD PARTIES CAN IMPAIR OR DISRUPT CUSTOMER'S CONNECTIONS TO THE INTERNET (OR PORTIONS THEREOF). ALTHOUGH NEOGOV WILL USE COMMERCIAL REASONABLE EFFORTS TO TAKE ALL ACTIONS IT DEEMS APPROPRIATE TO REMEDY AND AVOID SUCH EVENTS, NEOGOV CANNOT GUARANTEE THAT SUCH EVENTS WILL NOT OCCUR. ACCORDINGLY, NEOGOV DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO SUCH EVENTS.

6. **Publicity.** Following execution of this Agreement, the parties hereto may issue a press release, the form and substance of which shall be mutually agreeable to the parties, announcing the relationship created by this Agreement. Except as expressly contemplated herein, neither party shall issue any additional press release which mentions the other party or the transactions contemplated by this Agreement without the prior consent of the other party, which consent shall not be unreasonably withheld.

7. **Nondisclosure.** Through exercise of each party's rights under this Agreement, each party may be exposed to the other party's technical, financial, business, marketing, planning, and other information and data, in written, oral, electronic, magnetic, photographic and/or other forms, including but not limited to (i) oral and written communications of one party with the officers and staff of the other party which are marked or identified as confidential or secret or similarly marked or identified and (ii) other communications which a reasonable person would recognize from the surrounding facts and circumstances to be confidential or secret ("Confidential Information") and trade secrets. In recognition of the other party's need to protect its legitimate business interests, each party hereby covenants and agrees that it shall regard and treat each item of information or data constituting a trade secret or Confidential Information of the other party as strictly confidential and wholly owned by such other party and that it will not, without the express prior written consent of the other party or except as required by law including the Freedom of Information Act of the State of Arkansas, redistribute, market, publish, disclose or divulge to any other person, firm or entity, or use or modify for use, directly or indirectly in any way for any person or entity: (i) any of the other party's Confidential Information during the term of this Agreement and for a period of three (3) years after the termination of this Agreement or, if later, from the last date Services (including any warranty work) are performed by the disclosing party hereunder; and (ii) any of the other party's trade secrets at any time during which such information shall constitute a trade secret under applicable law.

8. Liability Limitations.

(a) If promptly notified in writing of any action brought against Customer based on a claim that NEOGOV's

Services infringe a United States patent, copyright or trademark right of a third party (except to the extent such claim or infringement relates to any third party software incorporated into NEOGOV's applications), NEOGOV will defend such action at its expense and will pay any and all fees, costs or damages that may be finally awarded in such action or any settlement resulting from such action (provided that Customer shall permit NEOGOV to control the defense of such action and shall not make any compromise, admission of liability or settlement or take any other action impairing the defense of such claim without NEOGOV's prior written approval).

(b) Customer acknowledges and agrees: (i) that NEOGOV has no proprietary, financial, or other interest in the goods or services that may be described in or offered through Customer's web site; and (ii) that except with respect to any material supplied by NEOGOV, Customer is solely responsible (as between NEOGOV and Customer) for the content, quality, performance, and all other aspects of the goods or services and the information or other content contained in or provided through Customer's web site.

(c) **OTHER THAN THOSE WARRANTIES EXPRESSLY SET FORTH IN THIS AGREEMENT, NEOGOV DOES NOT MAKE ANY WARRANTIES TO CUSTOMER OR ANY OTHER PERSON OR ENTITY, EITHER EXPRESS OR IMPLIED (INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) WITH RESPECT TO THE SERVICES PROVIDED HEREUNDER. NEOGOV SHALL NOT BE LIABLE TO CUSTOMER OR TO ANY OTHER PERSON OR ENTITY, UNDER ANY CIRCUMSTANCE OR DUE TO ANY EVENT WHATSOEVER, FOR CONSEQUENTIAL OR INDIRECT DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFIT, LOSS OF USE OR BUSINESS STOPPAGE.**

(d) Under no circumstances shall NEOGOV's total liability to Customer or any other person, regardless of the nature of the claim or form of action (whether arising in contract, tort, strict liability or otherwise), exceed the aggregate amount of fees and revenue received by NEOGOV hereunder for the prior twelve (12) month period; provided, however that the foregoing limitations set forth in this Section 8(d) shall not apply to actions brought under 8(a) above or to any injury to persons or damages to property arising out of NEOGOV's gross negligence or willful, gross misconduct.

9. Term and Termination.

(a) This Agreement shall commence as of the date hereof and remain in effect for thirty-six (36) months unless terminated by either party as set forth herein ("Initial Term").

(b) This Agreement may be renewed for additional terms ("Renewal Term") equal in duration to the Initial Term provided Customer notifies NEOGOV at least thirty (30) days prior to the end of the Initial Term or a Renewal Term.

(c) NEOGOV reserves the right to terminate this Agreement immediately if the Services provided hereunder become illegal or contrary to any applicable law, rule, regulation or public policy. Each party shall have the right to terminate this Agreement upon sixty (60) days prior written notice to the other party.

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(b) *Renewal Term(s).* For each Renewal Term, NEOGOV will continue to provide Customer with the Services, and

will provide maintenance and support services as described herein, provided Customer issues a purchase order or modification to this Agreement and pays NEOGOV in advance the annual recurring charges then in effect. If there is an increase in annual maintenance and support charges, NEOGOV shall give Customer written notice of such increase at least thirty (30) days prior to the expiration of the applicable term. For each Renewal Term, increases in annual maintenance and support charges shall not exceed the five percent (5%).

11. **Force Majeure.** NEOGOV shall not be liable for any damages, costs, expenses or other consequences incurred by Customer or by any other person or entity as a result of delay in or inability to deliver any Services due to circumstances or events beyond NEOGOV's reasonable control, including, without limitation: (i) acts of God; (ii) changes in or in the interpretation of any law, rule, regulation or ordinance; (iii) strikes, lockouts or other labor problems; (iv) transportation delays; (v) unavailability of supplies or materials; (vi) fire or explosion; (vii) riot, military action or usurped power; or (viii) actions or failures to act on the part of a governmental authority.

12. **Miscellaneous.** Either party may not assign its rights or obligations under this Agreement without the prior written consent of the other party. This Agreement may not be modified or amended (and no rights hereunder may be waived) except through a written instrument signed by the party to be bound. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and shall be governed by and construed in accordance with the laws of the State of Arkansas, without giving effect to conflict of law rules. Customer acknowledges and agrees that this Agreement is not intended to be and shall not be construed to be a franchise or business opportunity.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized officers as of the date set forth above.

Customer

Signature:

Print Name:

Title:


Lionell Jordan
Mayor

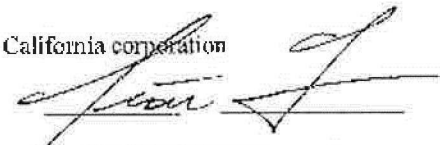
GovernmentJobs.com, Inc., a California corporation

Signature:

Print Name:

Title:

Date:


Scott Letourneau
President
12/13/13

Order Form

NEOGOV™

EXHIBIT A – ORDER FORM

Customer:		Bill To:	
Fayetteville, City of Arkansas Missy Leflar Human Resources Director mleflar@fayetteville-ar.gov (479) 575-8298		Fayetteville, City of Arkansas Missy Leflar 113 West Mountain Fayetteville, AR 72701	
Quote Date:	12/12/2013	Revision:	1
Valid From:	12/12/2013	Order Number:	
Valid To:	12/31/2013	Initial Term:	12 Months
Requested Service Date:	TBD		

Order Summary

Item	Amount	One-time Amount
1.0 Performance Evaluation		
1.1 License Subscription	\$14,000.00	
	\$12,000.00	
1.2 Provisioning		\$2,500.00
1.3 On-line User Training		\$2,500.00
Total	\$14,500.00	

Included with License		
Unlimited Customer Support M – F, 6:00 AM – 6:00 PM PT	Included	
Product Upgrades to Licensed Software	Included	

EXHIBIT A – ORDER FORM**Order Detail****1.0 NEOGOV Performance Evaluation (PE)****1.1 PE Subscription License**

The annual license for the NEOGOV Performance Evaluations Software includes the following:

- Configurable Performance Evaluations
- Team Grouping
- Goal Library
- Shareable Competency Content
- Goal Copying
- Ability to Re-use Goals
- Org Charts
- Archiving Forms
- Uploading Content
- Development Goals
- Configurable Workflow
- Ability to Design Custom Forms
- Form Templates
- Configurable Rating Scales
- Batch Form Creation
- Goal Alignment
- Goal Hierarchy
- Writing Assistant –Shared Content

Additionally, during the term of the subscription, the Customer will be provided:

Product Upgrades to Licensed Software

Agencies receive all product upgrades to purchased package. Product upgrades are automatic and available upon the next login following a product upgrade rollout. Product upgrade rollouts are generally released every three months

1.2 PE Provisioning

The following activities are conducted as part of the NEOGOV PE implementation

- Assign a NEOGOV project implementation specialist
- Conduct project kick off conference call to provide an overview of the system, review implementation plan, and discuss deliverables timeline, project roles and assignments
- Establish your agency's performance evaluation production environment
- Provide import of existing employee data into the system

1.3 PE Training

Training is a one-time cost and includes the following:

- Unlimited online training with on-demand, self-running tutorials
- Access to monthly conference calls with PE users
- Access to the online NEOGOV Community, a discussion forum to network with other users and provide answers to your PE questions
- Customer Support shall be provided to the Customer both on-line and by telephone Monday – Friday, 6:00 AM – 6:00 PM PT (excluding NEOGOV holidays).

Order Form

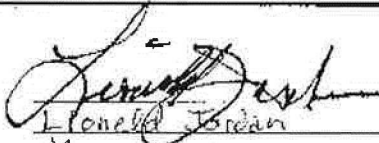
NEOGOV™

Order Form Terms and Conditions:

- (1) The Customer hereby orders and GovernmentJobs.com, Inc. (d/b/a NEOGOV, Inc., hereafter "NEOGOV") agrees to provide the services described in this Order Form. THE SERVICES ARE PROVIDED PURSUANT TO THE TERMS AND CONDITIONS OF THIS ORDER FORM AND THE SERVICE AGREEMENT BETWEEN NEOGOV AND THE CUSTOMER.
- (2) The Customer agrees that the payment schedule is as follows:
Provide all required software and licenses
One hundred percent (100%) of the annual license price is payable within thirty (30) days of execution of this Order Form and Service Agreement. (\$12,000.00)
Software Provisioning
One hundred percent (100%) of the non-recurring costs are to be paid to NEOGOV within thirty (30) days of the execution of this Order Form and Service Agreement. (\$2,500.0)
Training
One hundred percent (100%) of the non-recurring costs are to be paid to NEOGOV within thirty (30) days of the execution of this Order Form and Service Agreement. (\$0)
- (3) Neither the Customer nor NEOGOV will be bound by this Order Form until it has been signed by authorized representatives of both parties.
- (4) Changes or alterations to this Order Form will not be accepted.

THERE ARE SIGNIFICANT ADDITIONAL TERMS AND CONDITIONS, WARRANTY DISCLAIMERS AND LIABILITY LIMITATIONS CONTAINED IN THE SERVICE AGREEMENT BETWEEN THE CUSTOMER AND NEOGOV.

DO NOT SIGN THIS ORDER FORM BEFORE YOU HAVE READ THE SERVICE AGREEMENT IN ITS ENTIRETY. YOUR SIGNATURE BELOW INDICATES THAT YOU HAVE READ THE SERVICE AGREEMENT AND AGREE TO BE BOUND BY ITS PROVISIONS.

<u>Customer</u>	<u>NEOGOV, Inc.</u>
Signature: 	Signature: 
Print Name: <u>Leonela Jordan</u>	Print Name: <u>Scott Letourneau</u>
Title: <u>Mayor</u>	Title: <u>President</u>
Date: <u>12/20/13</u>	Date: <u>12/13/13</u>



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

Resolution: 15-19

File Number: 2018-0773

NEOGOV ANNUAL SOFTWARE MAINTENANCE:

A RESOLUTION TO AUTHORIZE THE PURCHASE OF ANNUAL SOFTWARE MAINTENANCE FROM GOVERNMENTJOBS.COM, INC. D/B/A NEOGOV FOR THE CITY'S HUMAN RESOURCES SOFTWARE IN THE AMOUNT OF \$24,707.03 PLUS APPLICABLE TAXES

WHEREAS, the City has utilized the NeoGov's human resources software since 2010; and

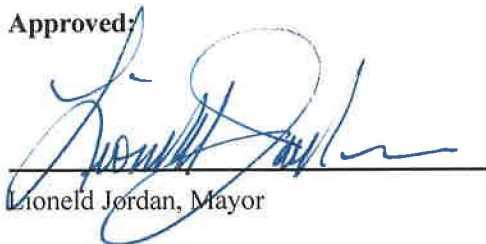
WHEREAS, state purchasing laws exclude software maintenance from competitive bid requirements and staff has determined that continuing to use NeoGov's software would provide the best value to the City.

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

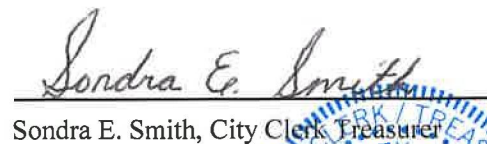
Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes Mayor Jordan to sign the Order Form attached to this Resolution for the purchase of annual software maintenance from GovernmentJobs.com, Inc. d/b/a NeoGov for the City's human resources software in the amount of \$24,707.03 plus applicable taxes.

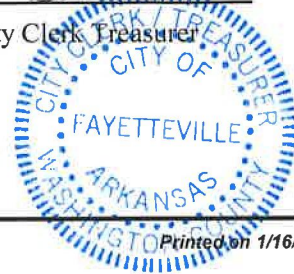
PASSED and APPROVED on 1/15/2019

Approved:


Lioneld Jordan, Mayor

Attest:


Sondra E. Smith, City Clerk/Treasurer





City of Fayetteville, Arkansas

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

Text File

File Number: 2018-0773

Agenda Date: 1/15/2019

Version: 1

Status: Passed

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 6

NEOGOV ANNUAL SOFTWARE MAINTENANCE:

A RESOLUTION TO AUTHORIZE THE PURCHASE OF ANNUAL SOFTWARE MAINTENANCE FROM GOVERNMENTJOBS.COM, INC. D/B/A NEOGOV FOR THE CITY'S HUMAN RESOURCES SOFTWARE IN THE AMOUNT OF \$24,707.03 PLUS APPLICABLE TAXES

WHEREAS, the City has utilized the NeoGov's human resources software since 2010; and

WHEREAS, state purchasing laws exclude software maintenance from competitive bid requirements and staff has determined that continuing to use NeoGov's software would provide the best value to the City.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes Mayor Jordan to sign the Order Form attached to this Resolution for the purchase of annual software maintenance from GovernmentJobs.com, Inc. d/b/a NeoGov for the City's human resources software in the amount of \$24,707.03 plus applicable taxes.

City of Fayetteville Staff Review Form

2018-0773

Legistar File ID

1/15/2019

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Keith Macedo

12/21/2018

INFORMATION TECHNOLOGY (170)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Approval of an annual maintenance renewal form for NeoGov's Applicant Tracking and Performance Evaluation Software Maintenance pursuant to the exiting City of Fayetteville NeoGov agreement.

Budget Impact:

1010.120.1220.5416.00	General
Account Number	Fund
Project Number	Project Title
Budgeted Item? <u>Yes</u>	Current Budget \$ 40,110.00
	Funds Obligated \$ 14,400.00
	Current Balance \$ 25,710.00
Does item have a cost? <u>Yes</u>	Item Cost \$ 24,707.03
Budget Adjustment Attached? <u>No</u>	Budget Adjustment
	Remaining Budget \$ 1,002.97

V20180321

Purchase Order Number: _____

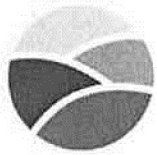
Previous Ordinance or Resolution # 215-17

Change Order Number: _____

Approval Date: _____

Original Contract Number: _____

Comments:



**CITY OF
FAYETTEVILLE
ARKANSAS**

CITY COUNCIL MEMO

MEETING OF JANUARY 15, 2019

TO: Mayor and City Council

THRU: Don Marr, Chief of Staff
Michele Bechhold, Assistant HR Director

FROM: Keith Macedo, Director of Information Technology

DATE: December 21, 2018

SUBJECT: Approval of an annual maintenance renewal form for NeoGov's Applicant Tracking and Performance Evaluation Software Maintenance pursuant to the exiting City of Fayetteville NeoGov agreement.

RECOMMENDATION:

Staff Approval of an annual maintenance renewal form for NeoGov's Applicant Tracking and Performance Evaluation Software Maintenance pursuant to the exiting City of Fayetteville NeoGov agreement.

BACKGROUND:

The City initially contracted with NeoGov, on December 16, 2010, to provide applicant tracking and online job posting software in the amount of \$7,000.00 per year. The City added NeoGov's job performance evaluation software, in the amount of \$12,000.00 per year, on December 20, 2013. Both of these contracts were administratively approved since the total cost of the annual contract was less than \$20,000.00. Since 2013 the City has paid NeoGov \$19,000.00 per year for their applicant tracking, online job posting, and performance evaluation software. Although NeoGov's 2010 and 2013 service agreement contracts both contained price increase clauses per service agreement, NeoGov did not increase their prices until 2017. City Council approved a renewal agreement with NeoGov on October 17, 2018 per resolution 215-17.

DISCUSSION:

The attached renewal is subject to the terms within the existing service agreement contracts and quotes a new renewal rate, in the amount of \$24,707.03. Per the existing service agreements, NeoGov can request an increase in annual maintenance, which is capped per service agreement term. Staff reviewed the increase in annual maintenance, contained within the attached renewal form, and verified it falls within the service agreement terms.

BUDGET/STAFF IMPACT:

Staff recommends approving the NeoGov applicant tracking and performance evaluation software renewal amendment in the amount of \$24,707.03, with a 5% escalation per service agreement term, as documented in the service agreements. Annual software maintenance for NeoGov is funded within the General Fund Human Resources division operating budget.

Attachments: Staff Review Form, Staff Review Memo, Renewal Form, NeoGov Agreements

EXHIBIT A – ORDER FORM**Customer & Customer Address:****Bill To (if different than Customer Address):**

Keith Macedo, CGCIO Information Technology Director City of Fayetteville, Arkansas		
Quote Date: Valid To: Today plus 30 days		Initial Term: 12 Months from the date of execution of this Agreement. 12/16/2018 – 12/15/2019 Billing Frequency: Annual
Line	Description¹	Initial Annual Recurring Fee²
1.	Insight Enterprise Edition (IN) Subscription	\$11,477.03
2.	GovernmentJobs.com Job Posting Subscription (GJC)	
3.	Perform (PE) Subscription	\$13,230.00
4.	Onboard (ON) Subscription	
5.	Learn (LE) Subscription	
6.	NEOGOV Integrations Subscription	
Sub Total:		\$24,707.03

Non-Recurring Fees

Line	Description ¹	Non-Recurring Fees
NEOGOV Services		
6.	Insight (IN)	
	Setup and Implementation	
	Training	
7.	Perform (PE)	
	Setup and Implementation	
	Training	
8.	Onboard (ON)	
	Setup and Implementation	
	Training	
	Onboard form building as Professional Service	
9.	Learn (LE)	
	Setup and Implementation	
	Training	
10.	NEOGOV Integrations	
	Setup and Configuration	
Sub Total:		N/A
Order Total:		\$24,707.03

¹Items designated as Not Applicable, N/A or NA on the Order Form are not included in the Services. Customer may request a quote for these items at their discretion throughout the Term.

² The annual recurring Fees for a Renewal Term are subject to increase pursuant to the Agreement.

1. Description of Services:

- (a) **Insight Enterprise (IN).** Insight Enterprise (IN) is designed to address five major areas of human resource activities including recruitment, selection, applicant tracking, reporting and analysis, and HR automation. As described below, Insight Enterprise (IN) enables agencies to post class specifications online, post job announcements on Customer websites, accept online applications, conduct applicant tracking including EEO and other statistical analysis, create email/hardcopy applicant notices, complete item analysis, create/route/approve requisitions and hire actions online, and certify eligible lists electronically. A subscription to Insight Enterprise (IN) will include the following:

Recruitment:

- Online job application
- Configurable Career site
- Automatic online job interest cards
- Recruitment and examination planning

Selection:

- Configurable supplemental questions
- Define unique automatic scoring plans
- Test analysis and pass-point setting
- Score, rank, and refer applicants

Applicant Tracking:

- Email and hardcopy notifications
- EEO Data collection and reports

Reporting and Analysis:

- 90 standard system reports
- Ad hoc reporting tool

- Track applicants by step/hurdle
- Schedule written, oral, and other exams
- Candidate self-service portal for scheduling and application status

Career Pages:

- NEOGOV will provide the URLs for the Career Pages, which the Customer will use to advertise on their website. Customer will need to change the IP addresses for the following three Customer website links (NEOGOV will provide the new link addresses):
- Job openings
- Promotional job openings
- Transfer Job openings
- Class Specifications
- Job Interest Cards

Optional Integrations:

- Customer may export data from and to Insight Enterprise (IN) to integrate with other systems. Specifications regarding optional, for cost, NEOGOV integrations can be made available to Customer, including:
 - Configure New Hire Export Interface
 - Configure Position Control Import Interface
 - Class Spec Interface
 - Employee Integration
- As part of each such integration, NEOGOV shall:
 - Conduct project scope, review integration plan, discuss timeline, and set schedule for required meetings.
 - Provide Integration Worksheets and/or guides.

HR Automation:

- Automatically route job requisitions and hire actions for approval
- Automatically score and pass/fail applicants based on scoring plans
- Automatically email users when there are candidates sent to them for review
- Automatically email jobseeker job interest card notices for jobs posted on the main job openings page

Insight Training:

- NEOGOV will create a Customer-specific training environment for Insight Enterprise (IN), which is used by Customer during training and afterwards to train in prior to moving into production.
- Customer will have full access to the demo/training environment setup for Insight Enterprise (IN).
- NEOGOV training is available online (web-based, pre-built, content) unless otherwise proposed as included in the Order Form.
- NEOGOV's pre-built, online training consists of a series of web courses as well as a series of hands-on exercise designed to introduce the standard features and functions and may be used as reference material by the staff following training to conduct day-to-day activities. The pre-built, online training includes exercises that are designed to be flexible enough to allow Customer led training sessions internally to introduce user-specific requirements and processes for staff to learn the system as closely as possible to the customer's actual recruitment processes after go-live.

- (b) GovernmentJobs.com Job Posting Subscription. A subscription to GovernmentJobs.com Job Posting Subscription will include the following functionality:
- Enables organizations to advertise their job postings created in Insight on the GovernmentJobs.com website.
 - May add an unlimited number of postings
 - Note: Jobs advertised on the promotional and transfer webpages are not advertised on GovernmentJobs.com as these are typically for internal employees.
- (c) Perform (PE). Perform (PE) is designed to address the major areas of human resource activities centered around employee performance management. As described below, Perform (PE) includes built-in workflow for business processes, configurable tasks, performance evaluations and reports. A subscription to Perform (PE) will include the following:
- Configurable Performance Evaluations
 - Ability to build Library of Goals, Competencies, and Writing Assistants
 - Shareable Competency Content
 - Development Plans
 - Configurable Process Workflows
 - Scored and Non-scored Rating Scales
 - Log of Performance Observations throughout the year
 - Peer Reviews & Multi-rater capability
 - Configurable Email Notifications
 - Automatic Evaluation Creation
 - Ability to perform actions in bulk for Employees & Evaluations
- (d) Onboard (ON). Onboard (ON) is designed to facilitate the onboarding process for new hires. As described below, NEOGOV maintains standard forms as part of the annual subscription. Agencies shall maintain any custom forms created by Customer. A subscription to Onboard (ON) will include the following functionality:
- Electronic Employee File of Onboard forms
 - Federal I9 and W4 forms
 - Checklists of tasks to create specific Onboard process by position, department, division or class spec
 - Configurable new hire portal
 - Ability to promote, rehire and offboard employees (task assignment based on new position)
 - Global form bank
 - Configurable Email Notifications
 - Automation of Onboard process
 - Build your own Onboarding forms. Onboard (ON) includes Federal I9 and Federal W4 forms which are updated as new versions are released. Additional forms or form maintenance is available from NEOGOV at the following cost:
 - Background forms \$295 per form
 - Dynamic Forms \$195 per form
 - Updates to existing forms \$200 an hour
- (e) Learn (LE). Learn (LE) is designed to provide a seamless experience for organizations to train and develop employees. LE addresses the critical need of organizations to ensure completion of required trainings. By tracking both in-person and online training in one central place, organizations can improve employee performance and safety and reduce risk and liability claims. A subscription to Learn (LE) will include the following:
- Create, schedule, enroll learners in, and track completion of online and in-person, classroom trainings

- Ability to upload SCORM course content files
- Certificates after course completion
- Learner transcripts & class rosters
- Course catalog with configurable categories for learners to browse
- Centralized dashboard that displays all required and elective trainings (online and in-person) that employees are enrolled in
- Hundreds of "off-the-shelf" online courses
- Learn Setup and Implementation will include the following activities:
 - NEOGOV will work with Customer staff to understand the existing processes, as well as other workforce business practices, where applicable
 - NEOGOV will establish Customer's production environment.
 - All NEOGOV products will be implemented off-site.

(f) NEOGOV Training.

- NEOGOV training is available online (web-based, pre-built, content) unless otherwise proposed as included in the Order Form.
- NEOGOV's pre-built, online training consists of a series of tutorials to introduce the standard features and functions and may be used as reference material by the staff conducting day-to-day activities.

(g) NEOGOV Implementation. The following activities will be conducted as a part of the Services:

- Customer to review the project kick-off tutorial for information on the project timeline, deliverables, and establish project expectations.
- NEOGOV will work with Customer staff to understand the existing processes as well as other workforce business practices where applicable.
- NEOGOV will establish Customer's production environment.
- All NEOGOV products will be implemented off-site. Customer may integrate NEOGOV solutions with other systems using standard NEOGOV integration tools, export data from Insight Enterprise (IN) using web services and/or flat files to integrate with other systems, but the specifications and scope must be defined prior to agreeing to a timeline or price.
- Following NEOGOV product rollout, NEOGOV and Customer will confirm the rollout was completed successfully and that any production questions are addressed promptly.

(h) NEOGOV Integrations. NEOGOV offers Standard Integrations as well as platform APIs for third party system integration(s). A subscription to Standard Integrations includes the following:

- Conduct project scope, review integration plan, discuss timeline, and set schedule for required meetings
- Annual maintenance by NEOGOV
- Employee import and export
- Department division position import and export
- Note: NEOGOV APIs are to be configured directly by Customer staff using NEOGOV documentation. If required, professional services may be included by NEOGOV to help define and validate scope, business requirements, timelines, and associated costs (if applicable).

2. Order Form Terms.

(a) Payment Terms. Customer will pay all Fees set forth in the Order Form or SOW in accordance with the following: (i) NEOGOV Fees are invoiced annually in advance and NEOGOV may invoice all Fees due under this Agreement in one invoice for each invoice period; (ii) invoices shall be delivered to the stated "Bill To" party on the Order Form (iii) Customer shall pay NEOGOV the applicable fees (collectively, the "**Fees**") within the applicable time periods as follows:

- Customer shall pay all annual recurring Fees (including for any NEOGOV Integrations) for the Initial Term within thirty (30) days of the date of Customer's execution and delivery of this Order Form;
- Customer shall pay all training Fees within thirty (30) days of the date of Customer's execution and delivery of this this Order Form;
- Customer shall pay all setup and implementation Fees within thirty (30) days of the date of Customer's execution and delivery of this this Order Form;
- any other Fees owed by Customer to NEOGOV pursuant to this Agreement shall be paid by Customer within thirty (30) days of Customer's receipt of NEOGOV's invoice therefor;
- Customer shall pay all annual recurring Fees (including for any NEOGOV Integrations) for any Renewal Term within thirty (30) days of Customer's receipt of NEOGOV's invoice therefor.

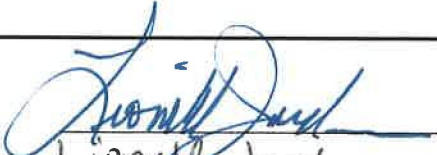
NEOGOV may, in its sole discretion, increase the Fees for any Renewal Term. NEOGOV shall provide Customer with written notice of any such Fee increase at least sixty (60) days prior to the commencement of such Renewal Term. Upon execution by Customer and NEOGOV, each Order Form and/or SOW is non-cancellable and non-refundable except as provided in this Agreement, and the Term as set forth in the Order Form for NEOGOV subscriptions is a continuous and non-divisible commitment for the full duration of the Term regardless of any invoice schedule.

(b) Online Services Agreement. This Order Form is an attachment to and part of that certain Online Services Agreement (the "Agreement") by and between NEOGOV and Customer. Terms not defined in this Order Form shall have the meanings set forth in the Agreement. THERE ARE SIGNIFICANT ADDITIONAL TERMS AND CONDITIONS, WARRANTY DISCLAIMERS AND LIABILITY LIMITATIONS CONTAINED IN THE AGREEMENT. CUSTOMER HEREBY ACKNOWLEDGES AND AGREES THAT IT HAS READ THE AGREEMENT IN ITS ENTIRETY AND AGREE TO BE BOUND BY ITS PROVISIONS.

(c) Effectiveness. Neither Customer nor NEOGOV will be bound by this Order Form until this Order Form has been signed by authorized representatives of both parties

(d) Modifications. This Order Form may not be modified or amended except through a written instrument signed by the party to be bound.

IN WITNESS WHEREOF, the parties have caused this Order Form to be executed by their respective duly authorized officers as of the date set forth below.

Customer:	NEOGOV: GovernmentJobs.com, Inc.
Signature: 	Signature: 
Print Name: <u>Lionell Jordan</u>	Print Name: <u>John Closs</u>
Title: <u>Mayor</u>	Title: <u>Controller</u>
Date: <u>01/17/2019</u>	Date: <u>12/26/2018</u>

City of Fayetteville Staff Review Form

**City Council Agenda Items
and
Contracts, Leases or Agreements**

N/A

City Council Meeting Date
Agenda Items Only

Missy Leflar

Submitted By

Human Resources

Division

Finance & Internal Services

Department

Action Required:

The attached contract is for the City to purchase software that would enable job applicants to apply for jobs online. The increased efficiencies associated with this are part of the HR Strategic Plan endorsed by the Administration.

\$12,000

Cost of this request

\$

Category / Project Budget

Job Applicant Software

Program Category / Project Name

1010.1220.5209.00

Account Number

\$

Funds Used to Date

Program / Project Category Name

\$

Project Number

Remaining Balance

General Fund

Fund Name

Budgeted Item

☒

Budget Adjustment Attached

☐

Department Director

Date

Previous Ordinance or Resolution #

Original Contract Date:

Original Contract Number:

City Attorney

Date

Finance and Internal Services Director

Date

Received In City
Clerk's Office

12-16-10 P03:22 RCVD

Chief of Staff

Date

Received in
Mayor's Office

ENTERED

12-20-10

Mayor

Date

Comments:

Service Agreement

THIS ON-LINE SERVICES AGREEMENT (this "Agreement") is made and entered into this 21st day of December, 2010, by and between GovernmentJobs.com, Inc., a California corporation (d/b/a "NEOGOV"), and the City of Fayetteville, Arkansas a public entity acting by and through its duly appointed representative ("Customer").

1. Provision of On-line Services.

(a) Customer hereby engages NEOGOV, and NEOGOV hereby agrees (subject to the terms and conditions set forth herein), to provide the services (the "Services") more fully described in this Agreement and in Exhibit A (Order Form). Customer hereby acknowledges and agrees that NEOGOV's provision and performance of the Services is dependent and conditioned upon Customer's full performance of its duties, obligations and responsibilities hereunder.

2. Additional NEOGOV Responsibilities. In connection with the performance of this Agreement, NEOGOV shall be responsible for the following:

(a) NEOGOV shall provide all required hosting and operations support for the applications provided through this agreement.

(b) NEOGOV shall follow those support, maintenance and other procedures and shall provide those support, maintenance and other services to Customer more fully described in this Agreement.

3. Customer Responsibilities. In connection with the performance of this Agreement and the provision of the Services, Customer shall be responsible for the following:

(a) Customer shall be responsible for ensuring that Customer's use of the Services and the performance of Customer's other obligations hereunder comply with all laws applicable to Customer.

(b) Customer shall be responsible, as between NEOGOV and Customer, for the accuracy and completeness of all records and databases provided by Customer in connection with this Agreement for use on NEOGOV's system.

4. Ownership, Protection and Security.

(a) Ownership of any graphics, text, data or other information or content materials and all records and databases supplied or furnished by Customer hereunder for incorporation into or delivery through the application(s) described in this agreement shall remain with Customer, and NEOGOV shall cease use of all such material upon termination of this Agreement.

(b) Customer acknowledges and agrees that nothing in this Agreement or any other agreement grants Customer any licenses or other rights with respect to NEOGOV's software system (source code or object code) other than the right to receive Services as expressly provided herein. NEOGOV shall retain all ownership in the intellectual property and all other proprietary rights and interests associated with NEOGOV's software system and Services and all components thereof and associated documentation, except as expressly provided herein.

(c) NEOGOV grants to Customer a limited license during the term of this Agreement to use and reproduce NEOGOV's trademarks and logos for purposes of including such trademarks and logos in advertising and publicity materials and links solely as permitted hereunder. All uses of such trademarks and logos shall conform to Customer's standard guidelines and requirements for use of such trademarks and logos.

5. NEOGOV Representations and Warranties.

(a) *Service Performance Warranty.* NEOGOV warrants that it will perform the Services in a manner consistent with industry standards reasonably applicable to the performance thereof.

(b) *No Other Warranty.* EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION 5, THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS, AND CUSTOMER'S USE OF THE SERVICES IS AT ITS OWN RISK. NEOGOV DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER EXPRESS AND/OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. NEOGOV DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE.

(c) *Disclaimer of Actions Caused by and/or Under the Control of Third Parties.* NEOGOV DOES NOT AND CANNOT CONTROL THE FLOW OF DATA TO OR FROM THE NEOGOV SYSTEM AND OTHER PORTIONS OF THE INTERNET. SUCH FLOW DEPENDS IN LARGE PART ON THE PERFORMANCE OF INTERNET SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES. AT TIMES, ACTIONS OR INACTIONS OF SUCH THIRD PARTIES CAN IMPAIR OR DISRUPT CUSTOMER'S CONNECTIONS TO THE INTERNET (OR PORTIONS THEREOF). ALTHOUGH NEOGOV WILL USE COMMERCIALY REASONABLE EFFORTS TO TAKE ALL ACTIONS IT DEEMS APPROPRIATE TO REMEDY AND AVOID SUCH EVENTS, NEOGOV CANNOT GUARANTEE THAT SUCH EVENTS WILL NOT OCCUR. ACCORDINGLY, NEOGOV DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO SUCH EVENTS.

6. Publicity. Following execution of this Agreement, the parties hereto may issue a press release, the form and substance of which shall be mutually agreeable to the parties, announcing the relationship created by this Agreement. Except as expressly contemplated herein, neither party shall issue any additional press release which mentions the other party or the transactions contemplated by this Agreement without the prior consent of the other party, which consent shall not be unreasonably withheld.

7. Nondisclosure. Through exercise of each party's rights under this Agreement, each party may be exposed to the other party's technical, financial, business, marketing, planning, and other information and data, in written, oral, electronic, magnetic, photographic and/or other forms, including but not limited to (i) oral and written communications of one party with the officers and staff of the other party which are marked or identified as confidential or secret or similarly marked or identified and (ii) other communications which a reasonable person would recognize from the surrounding facts and circumstances to be confidential or secret ("Confidential Information") and trade secrets. In recognition of the other party's need to protect its legitimate business interests, each party hereby covenants and agrees that it shall regard and treat each item of information or data constituting a trade secret or Confidential Information of the other party as strictly confidential and wholly owned by such other party and that it will not, without the express prior written consent of the other party or except as required by law including the Freedom of Information Act of the State of Arkansas, redistribute, market, publish, disclose or divulge to any other person, firm or entity, or use or modify for use, directly or indirectly in any way for any person or entity: (i) any of the other party's Confidential Information during the term of this Agreement and for a period of three (3) years after the termination of this Agreement or, if later, from the last date Services (including any warranty work) are performed by the disclosing party hereunder; and (ii) any of the other party's trade secrets at any time during which such information shall constitute a trade secret under applicable law.

8. Liability Limitations.

(a) If promptly notified in writing of any action brought against Customer based on a claim that NEOGOV's Services infringe a United States patent, copyright or trademark right of a third party (except to the extent such claim or infringement relates to any third party software incorporated into NEOGOV's applications), NEOGOV will defend such action at its expense and will pay any and all fees, costs or damages that may be finally awarded in such

NEOGOV, Inc. Proprietary and Confidential Page 2 of 8

action or any settlement resulting from such action (provided that Customer shall permit NEOGOV to control the defense of such action and shall not make any compromise, admission of liability or settlement or take any other action impairing the defense of such claim without NEOGOV's prior written approval).

(b) Customer acknowledges and agrees: (i) that NEOGOV has no proprietary, financial, or other interest in the goods or services that may be described in or offered through Customer's web site; and (ii) that except with respect to any material supplied by NEOGOV, Customer is solely responsible (as between NEOGOV and Customer) for the content, quality, performance, and all other aspects of the goods or services and the information or other content contained in or provided through Customer's web site.

(c) **OTHER THAN THOSE WARRANTIES EXPRESSLY SET FORTH IN THIS AGREEMENT, NEOGOV DOES NOT MAKE ANY WARRANTIES TO CUSTOMER OR ANY OTHER PERSON OR ENTITY, EITHER EXPRESS OR IMPLIED (INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) WITH RESPECT TO THE SERVICES PROVIDED HEREUNDER. NEOGOV SHALL NOT BE LIABLE TO CUSTOMER OR TO ANY OTHER PERSON OR ENTITY, UNDER ANY CIRCUMSTANCE OR DUE TO ANY EVENT WHATSOEVER, FOR CONSEQUENTIAL OR INDIRECT DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFIT, LOSS OF USE OR BUSINESS STOPPAGE.**

(d) Under no circumstances shall NEOGOV's total liability to Customer or any other person, regardless of the nature of the claim or form of action (whether arising in contract, tort, strict liability or otherwise), exceed GovernmentJobs.com Inc.'s Certificate of Insurance and NEOGOV has agreed to name Customer as an insured on said liability insurance per attached Exhibit "A" provided by NEOGOV; provided, however that the foregoing limitations set forth in this Section 8(d) shall not apply to actions brought under 8(a) above or to any injury to persons or damages to property arising out of NEOGOV's gross negligence or willful, gross misconduct.

9. Term and Termination.

(a) This Agreement shall commence as of January 1, 2011 and remain in effect for twelve (12) months unless terminated by either party as set forth herein ("Initial Term").

(b) This Agreement may be renewed for additional terms ("Renewal Term") equal in duration to the Initial Term provided Customer notifies NEOGOV at least thirty (30) days prior to the end of the Initial Term or a Renewal Term. It is anticipated that the parties shall in good faith commence active discussions each September concerning whether and under what terms to renew for the following calendar year.

(c) NEOGOV reserves the right to terminate this Agreement immediately if the Services provided hereunder become illegal or contrary to any applicable law, rule, regulation or public policy. Each party shall have the right to terminate this Agreement upon sixty (60) days prior written notice to the other party.

(d) Within sixty (60) days of notification of termination of this Agreement, NEOGOV shall provide Customer with a dedicated data files suitable for importation into commercially available database software (e.g., MS-Access or MS-SQL). The dedicated data files will be comprised of Customer's data contained in NEOGOV's system. The structure of the relational database will be specific to the Customer's data and will not be representative of the proprietary NEOGOV database. NEOGOV shall likewise refund Customer its pro-rata share of pre-payment by Customer for twelve (12) months of service and/or maintenance fees or any other amounts pre-paid by Customer to NEOGOV.

10. Payments.

(a) *Initial Term.* See Exhibit A (Order Form).

(b) *Renewal Term(s).* For each Renewal Term, NEOGOV will continue to provide Customer with the Services, and will provide maintenance and support services as described herein, provided Customer issues a purchase order or

modification to this Agreement and pays NEOGOV in advance the annual recurring charges then in effect. If there is an increase in annual maintenance and support charges, NEOGOV shall give Customer written notice of such increase at least thirty (30) days prior to the expiration of the applicable term.

11. **Force Majeure.** NEOGOV shall not be liable for any damages, costs, expenses or other consequences incurred by Customer or by any other person or entity as a result of delay in or inability to deliver any Services due to circumstances or events beyond NEOGOV's reasonable control, including, without limitation: (i) acts of God; (ii) changes in or in the interpretation of any law, rule, regulation or ordinance; (iii) strikes, lockouts or other labor problems; (iv) transportation delays; (v) unavailability of supplies or materials; (vi) fire or explosion; (vii) riot, military action or usurped power; or (viii) actions or failures to act on the part of a governmental authority other than Customer.

12. **Miscellaneous.** Either party may not assign its rights or obligations under this Agreement without the prior written consent of the other party. This Agreement may not be modified or amended (and no rights hereunder may be waived) except through a written instrument signed by the party to be bound. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and shall be governed by and construed in accordance with the laws of the State of Arkansas, without giving effect to conflict of law rules. Customer acknowledges and agrees that this Agreement is not intended to be and shall not be construed to be a franchise or business opportunity.

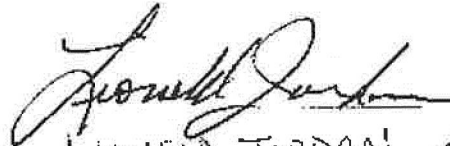
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized officers as of the date set forth above.

Customer

Signature:

Print Name:

Title:


LIONELD JORDAN... 12/16/16
MAYOR DATE

GovernmentJobs.com, Inc., a California corporation

Signature: _____

Print Name: _____

Title: _____

Date: _____

Order Form

NEOGOVSM

EXHIBIT A - ORDER FORM

Customer:

Bill To:

NAME

Attention To:

Address:

AGENCY

Phone:

Email:

Quote Date:

12/16/2010

Revision:

1

Valid From:

12/16/2010

Valid To:

Today plus 30 days

Order Number:

Requested Service Date:

TBD

Initial Term:

12 Months

Order Summary

<u>Line</u>	<u>Description</u>	<u>Annual Recurring Cost</u>	<u>Non- Recurring Cost</u>
1.0	Insight Enterprise Edition		
1.1	Subscription License	\$7,000.00	
1.2	Provisioning		\$5,000.00
1.3	Training		Included
	Governmentjobs.com Annual License *optional	\$1,500.00	
2.0			
Sub Total:		\$7,000.00	\$5,000.00
Order Total:			\$12,000.00

¹More detailed descriptions of the services are contained in the order detail for each service, which are incorporated herein and made a part hereof by this reference.

Order Detail

1.0 Insight Enterprise Edition

1.1 License Subscription

The Customer's subscription to the Insight Hiring Management Software includes the following functionality:

Recruitment

- Customized online job application
- Accept job applications online
- Online applications integration with current agency website
- Online job announcements and descriptions
- Automatic online job interest cards
- Proactively search your applicant database
- Real-time database of all applicant information
- Recruitment and examination planning

Selection

- Create, store, and reuse supplemental questions in the Insight item bank
- Screen applicants automatically as they apply
- Define unique scoring plans per recruitment, or copy existing scoring plans
- Test Item bank (optional in TMS)
- Conduct item analysis
- Test processing (automatically input Scantron test data sheets)*
- Test analysis and pass-point setting
- Score, rank, and refer applicants

Applicant Tracking

- Email and hardcopy notifications
- EEO Data collection and reports
- Track applicants by step/hurdle
- Schedule written, oral, and other exams
- Detailed applicant history record
- Skills tracking and matching

Reporting and Analysis

- Collect and report on EEO data
- Analyze and report on adverse impact and applicant flow
- Track and analyze data such as time-to-hire, recruitment costs, staff workload, applicant quality, etc.
- Over 80 standard system reports
- Ad Hoc reporting tool

HR Automation

- Create and route job requisitions
- Refer and certify applicants electronically
- Scan paper application materials

* Cost of the scanner is not included unless listed on Exhibit A – ORDER FORM

* Requires a Scantron or similar Optical Mark Reader (OMR) scanner, special forms, form set-up, and scanner software, which are not included unless listed on Exhibit A – ORDER FORM

Additionally, during the term of the subscription, the Customer will be provided:

Unlimited Customer Support (6:00 AM – 6:00 PM PT)

Customer Support shall be provided to the Customer both on-line and by telephone Monday – Friday, 6:00 AM – 6:00 PM PT (excluding NEOGOV holidays).

Product Upgrades to Licensed Software

Customer shall receive all product upgrades to purchased package. Product upgrades are automatic and available upon the next login following a product upgrade rollout. Product upgrade rollouts are generally released every three months.

1.2 Provisioning

The following activities are conducted as part of the Insight Enterprise implementation

- Conduct a project kick off meeting to review the project timeline, deliverables, and establish project expectations
- NEOGOV will establish an Agency-specific training environment that will be used during training and post-training to allow the Agency to learn the system and begin defining new roles, responsibilities, and activities within the HR staff
- NEOGOV will conduct eight hours of on line instructor led training. NEOGOV will provide all required user exercises and user guides to the Agency.
- Once the core user community is comfortable with the system (typically within 10 hours of hands-on use) they will train the remaining HR staff to complete their tasks using Insight.
- Between the training and go-live, NEOGOV will complete the following activities:
 - Creating an agency-specific training environment which is used by your agency during training and afterwards to train in prior to moving into production
 - Configure printable job bulletin
 - Integrate your new production job opportunities, promotional opportunities, and class specifications web pages into your existing agency website
 - Establish the Agency's Insight Enterprise production environment

1.3 Training

NEOGOV will deliver training to Agency recruiters. We will provide all required user exercises and user guides to the Agency.

Following the training, your agency will have full access to the training environment. Additionally, your agency has full access to our Customer Support Help Desk during the training to help new users fully utilize Insight. Our existing customers find that this unique implementation approach enables their users to become familiar with Insight in a safe environment, promoting system use and leading to a more successful rollout.

Order Form

NEOGOV™

Order Form Terms and Conditions:

- (1) The Customer hereby orders and GovernmentJobs.com, Inc. (d/b/a NEOGOV, Inc., hereafter "NEOGOV") agrees to provide the services described in this Order Form. THE SERVICES ARE PROVIDED PURSUANT TO THE TERMS AND CONDITIONS OF THIS ORDER FORM AND THE SERVICE AGREEMENT BETWEEN NEOGOV AND THE CUSTOMER.
- (2) The Customer agrees that the payment schedule is as follows:
- Provide all required software and Licenses**
- One hundred percent (100%) of the annual license price is payable within thirty (30) days of execution of this Order Form and Service Agreement. (\$7,000.00)
- Software Provisioning for first half of Insight Enterprise**
- Fifty percent (50%) of the non-recurring costs are to be paid to NEOGOV within thirty (30) days of the execution of this Order Form and Service Agreement. (\$2,500.00)
- Software Provisioning for second half of Insight Enterprise (Completion of post evaluation)**
- Fifty percent (50%) of the non-recurring costs are to be paid to NEOGOV within thirty (30) days following the thirty day post-training period. (\$2,500.00)
- (3) Neither the Customer nor NEOGOV will be bound by this Order Form until it has been signed by authorized representatives of both parties.
- (4) Changes or alterations to this Order Form will not be accepted.

THERE ARE SIGNIFICANT ADDITIONAL TERMS AND CONDITIONS, WARRANTY DISCLAIMERS AND LIABILITY LIMITATIONS CONTAINED IN THE SERVICE AGREEMENT BETWEEN THE CUSTOMER AND NEOGOV.

DO NOT SIGN THIS ORDER FORM BEFORE YOU HAVE READ THE SERVICE AGREEMENT IN ITS ENTIRETY. YOUR SIGNATURE BELOW INDICATES THAT YOU HAVE READ THE SERVICE AGREEMENT AND AGREE TO BE BOUND BY ITS PROVISIONS.

<u>Customer</u>	<u>NEOGOV, Inc.</u>
Signature: 	Signature: _____
Print Name: <u>LIONEL JORDAN</u>	Print Name: _____
Title: <u>Mayor</u>	Title: _____
Date: <u>12/21/10</u>	Date: _____



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
12/16/2010

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

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

PRODUCER TechInsurance 1301 Central Expy. South, Suite 115 Allen, TX 75013		CONTACT NAME: PHONE: (000) 868-7020 FAX: (972) 390-8181 E-MAIL: ADDRESS: PRODUCER CUSTOMER ID #:															
INSURED Governmentjobs.Com, Inc. dba Neogov 222 N Sepulveda Blvd, Ste 2000 El Segundo, CA 90245		INSURER(S) AFFORDING COVERAGE <table border="1"> <tr> <th>INSURER</th> <th>NAME #</th> </tr> <tr> <td>INSURER A: Hartford Casualty Insurance Company</td> <td>29424</td> </tr> <tr> <td>INSURER B: Hartford Insurance Company of the Midwest</td> <td>37478</td> </tr> <tr> <td>INSURER C: Property and Casualty Insurance Company of Hartford</td> <td>34690</td> </tr> <tr> <td>INSURER D: ACE Insurance Company of Ohio</td> <td>22687</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>		INSURER	NAME #	INSURER A: Hartford Casualty Insurance Company	29424	INSURER B: Hartford Insurance Company of the Midwest	37478	INSURER C: Property and Casualty Insurance Company of Hartford	34690	INSURER D: ACE Insurance Company of Ohio	22687	INSURER E:		INSURER F:	
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INSURER E:																	
INSURER F:																	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

WBS LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC	Yes	495EASE9454	1/25/2010	1/25/2011	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 200,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADY INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS COMPOD AGG \$ 4,000,000
G	AUTOMOBILE LIABILITY ☒ ANY AUTO ☒ ALL OWNED AUTOS ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS	Yes	49UH-CIV4152	4/10/2010	4/10/2011	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DEDUCTIBLE RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	46WECG-8195	1/25/2010	1/25/2011	☒ WC STATUTORY LIMITS ☐ OTHER F1 EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - CA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liability (Errors and Omissions)		G20072179C03	1/25/2010	1/25/2011	Occurrence / Aggregate \$2,000,000 / \$7,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

City of Fayetteville is named as Additional Insured with respect to the general liability

CERTIFICATE HOLDER

CANCELLATION

City of Fayetteville
 113 W. Mountain
 Fayetteville AR 72701

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

AUTHORIZED REPRESENTATIVE

Thomas C. [Signature]

**City of Fayetteville, Arkansas
Budget Adjustment Form**

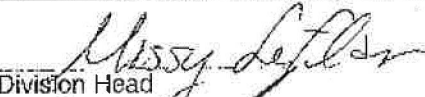
Budget Year	Department: Chief of Staff	Request Date	Adjustment Number
2010	Division: Human Resources	12/17/2010	
	Program: Employee Benefits/Services		

JUSTIFICATION TO INCREASE PROJECT / ITEM:

Additional funds are needed in software maintenance to purchase NeoGov.

JUSTIFICATION TO DECREASE PROJECT / ITEM (OR RECOGNIZING REVENUE):

Account Name	Account Number	Increase Budget	Decrease Budget	Project.Sub Number
Software Maintenance	1010.1220.5416.00	2,300		
Software	1010.1220.5209.00		2,300	
TOTAL		<u>2,300</u>	<u>2,300</u>	

 Division Head  Budget Director Department Director Finance Director Chief of Staff Mayor	Date Date Date Date Date	Requested By Budget & Research Use Only Type: A B C D <u>E</u> Description: General Ledger Date Posted to General Lodger Posted to Project Accounting	BARBARA FELL Initial Initial	Date Date
---	---	--	---	---

Service Agreement

THIS ON-LINE SERVICES AGREEMENT (this "Agreement") is made and entered into this _____ day of _____, 2010, by and between GovernmentJobs.com, Inc., a California corporation (d/b/a "NEOGOV"), and the City of Fayetteville, Arkansas a public entity acting by and through its duly appointed representative ("Customer").

1. Provision of On-line Services

(a) Customer hereby engages NEOGOV, and NEOGOV hereby agrees (subject to the terms and conditions set forth herein), to provide the services (the "Services") more fully described in this Agreement and in Exhibit A (Order Form). Customer hereby acknowledges and agrees that NEOGOV's provision and performance of the Services is dependent and conditioned upon Customer's full performance of its duties, obligations and responsibilities hereunder.

2. Additional NEOGOV Responsibilities. In connection with the performance of this Agreement, NEOGOV shall be responsible for the following:

(a) NEOGOV shall provide all required hosting and operations support for the applications provided through this agreement.

(b) NEOGOV shall follow those support, maintenance and other procedures and shall provide those support, maintenance and other services to Customer more fully described in this Agreement.

3. Customer Responsibilities. In connection with the performance of this Agreement and the provision of the Services, Customer shall be responsible for the following:

(a) Customer shall be responsible for ensuring that Customer's use of the Services and the performance of Customer's other obligations hereunder comply with all laws applicable to Customer.

(b) Customer shall be responsible, as between NEOGOV and Customer, for the accuracy and completeness of all records and databases provided by Customer in connection with this Agreement for use on NEOGOV's system.

4. Ownership, Protection and Security

(a) Ownership of any graphics, text, data or other information or content materials and all records and databases supplied or furnished by Customer hereunder for incorporation into or delivery through the application(s) described in this agreement shall remain with Customer, and NEOGOV shall cease use of all such material upon termination of this Agreement.

(b) Customer acknowledges and agrees that nothing in this Agreement or any other agreement grants Customer any licenses or other rights with respect to NEOGOV's software system (source code or object code) other than the right to receive Services as expressly provided herein. NEOGOV shall retain all ownership in the intellectual property and all other proprietary rights and interests associated with NEOGOV's software system and Services and all components thereof and associated documentation, except as expressly provided herein.

(c) NEOGOV grants to Customer a limited license during the term of this Agreement to use and reproduce NEOGOV's trademarks and logos for purposes of including such trademarks and logos in advertising and publicity materials and links solely as permitted hereunder. All uses of such trademarks and logos shall conform to Customer's standard guidelines and requirements for use of such trademarks and logos.

5. NEOGOV Representations and Warranties.

(a) *Service Performance Warranty.* NEOGOV warrants that it will perform the Services in a manner consistent with industry standards reasonably applicable to the performance thereof.

(b) *No Other Warranty.* EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION 5, THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS, AND CUSTOMER'S USE OF THE SERVICES IS AT ITS OWN RISK. NEOGOV DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER EXPRESS AND/OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT AND TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. NEOGOV DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE.

(c) *Disclaimer of Actions Caused by and/or Under the Control of Third Parties.* NEOGOV DOES NOT AND CANNOT CONTROL THE FLOW OF DATA TO OR FROM THE NEOGOV SYSTEM AND OTHER PORTIONS OF THE INTERNET. SUCH FLOW DEPENDS IN LARGE PART ON THE PERFORMANCE OF INTERNET SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES. AT TIMES, ACTIONS OR INACTIONS OF SUCH THIRD PARTIES CAN IMPAIR OR DISRUPT CUSTOMER'S CONNECTIONS TO THE INTERNET (OR PORTIONS THEREOF). ALTHOUGH NEOGOV WILL USE COMMERCIALY REASONABLE EFFORTS TO TAKE ALL ACTIONS IT DEEMS APPROPRIATE TO REMEDY AND AVOID SUCH EVENTS, NEOGOV CANNOT GUARANTEE THAT SUCH EVENTS WILL NOT OCCUR. ACCORDINGLY, NEOGOV DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO SUCH EVENTS.

6. Publicity. Following execution of this Agreement, the parties hereto may issue a press release, the form and substance of which shall be mutually agreeable to the parties, announcing the relationship created by this Agreement. Except as expressly contemplated herein, neither party shall issue any additional press release which mentions the other party or the transactions contemplated by this Agreement without the prior consent of the other party, which consent shall not be unreasonably withheld.

7. Nondisclosure. Through exercise of each party's rights under this Agreement, each party may be exposed to the other party's technical, financial, business, marketing, planning, and other information and data, in written, oral, electronic, magnetic, photographic and/or other forms, including but not limited to (i) oral and written communications of one party with the officers and staff of the other party which are marked or identified as confidential or secret or similarly marked or identified and (ii) other communications which a reasonable person would recognize from the surrounding facts and circumstances to be confidential or secret ("Confidential Information") and trade secrets. In recognition of the other party's need to protect its legitimate business interests, each party hereby covenants and agrees that it shall regard and treat each item of information or data constituting a trade secret or Confidential Information of the other party as strictly confidential and wholly owned by such other party and that it will not, without the express prior written consent of the other party or except as required by law including the Freedom of Information Act of the State of Arkansas, redistribute, market, publish, disclose or divulge to any other person, firm or entity, or use or modify for use, directly or indirectly in any way for any person or entity: (i) any of the other party's Confidential Information during the term of this Agreement and for a period of three (3) years after the termination of this Agreement or, if later, from the last date Services (including any warranty work) are performed by the disclosing party hereunder; and (ii) any of the other party's trade secrets at any time during which such information shall constitute a trade secret under applicable law.

8. Liability Limitations.

(a) If promptly notified in writing of any action brought against Customer based on a claim that NEOGOV's Services infringe a United States patent, copyright or trademark right of a third party (except to the extent such claim or infringement relates to any third party software incorporated into NEOGOV's applications), NEOGOV will defend such action at its expense and will pay any and all fees, costs or damages that may be finally awarded in such

action or any settlement resulting from such action (provided that Customer shall permit NEOGOV to control the defense of such action and shall not make any compromise, admission of liability or settlement or take any other action impairing the defense of such claim without NEOGOV's prior written approval).

(b) Customer acknowledges and agrees: (i) that NEOGOV has no proprietary, financial, or other interest in the goods or services that may be described in or offered through Customer's web site; and (ii) that except with respect to any material supplied by NEOGOV, Customer is solely responsible (as between NEOGOV and Customer) for the content, quality, performance, and all other aspects of the goods or services and the information or other content contained in or provided through Customer's web site.

(c) OTHER THAN THOSE WARRANTIES EXPRESSLY SET FORTH IN THIS AGREEMENT, NEOGOV DOES NOT MAKE ANY WARRANTIES TO CUSTOMER OR ANY OTHER PERSON OR ENTITY, EITHER EXPRESS OR IMPLIED (INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) WITH RESPECT TO THE SERVICES PROVIDED HEREUNDER. NEOGOV SHALL NOT BE LIABLE TO CUSTOMER OR TO ANY OTHER PERSON OR ENTITY, UNDER ANY CIRCUMSTANCE OR DUE TO ANY EVENT WHATSOEVER, FOR CONSEQUENTIAL OR INDIRECT DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFIT, LOSS OF USE OR BUSINESS STOPPAGE.

(d) Under no circumstances shall NEOGOV's total liability to Customer or any other person, regardless of the nature of the claim or form of action (whether arising in contract, tort, strict liability or otherwise), exceed GovernmentJobs.com Inc.'s Certificate of Insurance and NEOGOV has agreed to name Customer as an insured on said liability insurance per attached Exhibit "A" provided by NEOGOV; provided, however that the foregoing limitations set forth in this Section 8(d) shall not apply to actions brought under 8(a) above or to any injury to persons or damages to property arising out of NEOGOV's gross negligence or willful, gross misconduct.

9. Term and Termination.

(a) This Agreement shall commence as of January 1, 2011 and remain in effect for twelve (12) months unless terminated by either party as set forth herein ("Initial Term").

(b) This Agreement may be renewed for additional terms ("Renewal Term") equal in duration to the Initial Term provided Customer notifies NEOGOV at least thirty (30) days prior to the end of the Initial Term or a Renewal Term. It is anticipated that the parties shall in good faith commence active discussions each September concerning whether and under what terms to renew for the following calendar year.

(c) NEOGOV reserves the right to terminate this Agreement immediately if the Services provided hereunder become illegal or contrary to any applicable law, rule, regulation or public policy. Each party shall have the right to terminate this Agreement upon sixty (60) days prior written notice to the other party.

(d) Within sixty (60) days of notification of termination of this Agreement, NEOGOV shall provide Customer with a dedicated data files suitable for importation into commercially available database software (e.g., MS-Access or MS-SQL) The dedicated data files will be comprised of Customer's data contained in NEOGOV's system. The structure of the relational database will be specific to the Customer's data and will not be representative of the proprietary NEOGOV database. NEOGOV shall likewise refund Customer its pro-rata share of pre-payment by Customer for twelve (12) months of service and/or maintenance fees or any other amounts pre-paid by Customer to NEOGOV.

10. Payments.

(a) *Initial Term.* See Exhibit A (Order Form).

(b) *Renewal Term(s).* For each Renewal Term, NEOGOV will continue to provide Customer with the Services, and will provide maintenance and support services as described herein, provided Customer issues a purchase order or NEOGOV, Inc.

modification to this Agreement and pays NEOGOV in advance the annual recurring charges then in effect. If there is an increase in annual maintenance and support charges, NEOGOV shall give Customer written notice of such increase at least thirty (30) days prior to the expiration of the applicable term.

11. **Force Majeure.** NEOGOV shall not be liable for any damages, costs, expenses or other consequences incurred by Customer or by any other person or entity as a result of delay in or inability to deliver any Services due to circumstances or events beyond NEOGOV's reasonable control, including, without limitation: (i) acts of God; (ii) changes in or in the interpretation of any law, rule, regulation or ordinance; (iii) strikes, lockouts or other labor problems; (iv) transportation delays; (v) unavailability of supplies or materials; (vi) fire or explosion; (vii) riot, military action or usurped power; or (viii) actions or failures to act on the part of a governmental authority other than Customer.

12. **Miscellaneous.** Either party may not assign its rights or obligations under this Agreement without the prior written consent of the other party. This Agreement may not be modified or amended (and no rights hereunder may be waived) except through a written instrument signed by the party to be bound. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and shall be governed by and construed in accordance with the laws of the State of Arkansas, without giving effect to conflict of law rules. Customer acknowledges and agrees that this Agreement is not intended to be and shall not be construed to be a franchise or business opportunity.

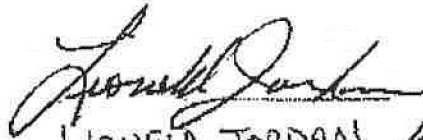
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized officers as of the date set forth above.

Customer

Signature:

Print Name:

Title:


LIONEL JORDAN 12/16/16
MAYOR DATE

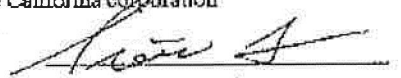
GovernmentJobs.com, Inc., a California corporation

Signature:

Print Name:

Title:

Date:


SCOTT LEVATHAN
PRESIDENT
12/16/16

Order Form**NEOGOV™****EXHIBIT A - ORDER FORM**

Customer:	Bill To:
<u>NAME</u>	<u>Attention To:</u>
<u>AGENCY</u>	<u>Address:</u>
	<u>Phone:</u>
	<u>Email:</u>
Quote Date: 12/16/2010 Revision: 1	
Valid From: 12/16/2010	
Valid To: Today plus 30 days	Order Number:
Requested Service Date: TBD	Initial Term: 12 Months

Order Summary

Line	Description	Annual Recurring Cost	Non- Recurring Cost
1.0	Insight Enterprise Edition		
1.1	Subscription License	\$7,000.00	
1.2	Provisioning		\$5,000.00
1.3	Training		Included
2.0	Governmentjobs.com Annual License *optional	\$1,500.00	
Sub Total:		\$7,000.00	\$5,000.00
Order Total:			\$12,000.00

¹ More detailed descriptions of the services are contained in the order detail for each service, which are incorporated herein and made a part hereof by this reference.

Order Form

NEOGOV™

Order Detail

1.0 Insight Enterprise Edition

1.1 License Subscription

The Customer's subscription to the Insight Hiring Management Software includes the following functionality:

Recruitment

- Customized online job application
- Accept job applications online
- Online applications integration with current agency website
- Online job announcements and descriptions
- Automatic online job interest cards
- Proactively search your applicant database
- Real-time database of all applicant information
- Recruitment and examination planning

Selection

- Create, store, and reuse supplemental questions in the Insight item bank
- Screen applicants automatically as they apply
- Define unique scoring plans per recruitment, or copy existing scoring plans
- Test item bank (optional in TMS)
- Conduct item analysis
- Test processing (automatically input Scantron test data sheets)*
- Test analysis and pass-point setting
- Score, rank, and refer applicants

Applicant Tracking

- Email and hardcopy notifications
- EEO Data collection and reports
- Track applicants by step/hurdle
- Schedule written, oral, and other exams
- Detailed applicant history record
- Skills tracking and matching

Reporting and Analysis

- Collect and report on EEO data
- Analyze and report on adverse impact and applicant flow
- Track and analyze data such as time-to-hire, recruitment costs, staff workload, applicant quality, etc.
- Over 80 standard system reports
- Ad Hoc reporting tool

HR Automation

- Create and route job requisitions
- Refer and certify applicants electronically
- Scan paper application materials

* Cost of the scanner is not included unless listed on Exhibit A – ORDER FORM

* Requires a Scantron or similar Optical Mark Reader (OMR) scanner, special forms, form set-up, and scanner software, which are not included unless listed on Exhibit A – ORDER FORM

Additionally, during the term of the subscription, the Customer will be provided:

Unlimited Customer Support (6:00 AM – 6:00 PM PT)

Customer Support shall be provided to the Customer both on-line and by telephone Monday – Friday, 6:00 AM – 6:00 PM PT (excluding NEOGOV holidays).

Product Upgrades to Licensed Software

Customer shall receive all product upgrades to purchased package. Product upgrades are automatic and available upon the next login following a product upgrade rollout. Product upgrade rollouts are generally released every three months.

1.2 Provisioning

The following activities are conducted as part of the Insight Enterprise implementation

- Conduct a project kick off meeting to review the project timeline, deliverables, and establish project expectations
- NEOGOV will establish an Agency-specific training environment that will be used during training and post-training to allow the Agency to learn the system and begin defining new roles, responsibilities, and activities within the HR staff
- NEOGOV will conduct eight hours of on line instructor led training. NEOGOV will provide all required user exercises and user guides to the Agency.
- Once the core user community is comfortable with the system (typically within 10 hours of hands-on use) they will train the remaining HR staff to complete their tasks using Insight.
- Between the training and go-live, NEOGOV will complete the following activities:
 - Creating an agency-specific training environment which is used by your agency during training and afterwards to train in prior to moving into production
 - Configure printable job bulletin
 - Integrate your new production job opportunities, promotional opportunities, and class specifications web pages into your existing agency website
 - Establish the Agency's Insight Enterprise production environment

1.3 Training

NEOGOV will deliver training to Agency recruiters. We will provide all required user exercises and user guides to the Agency.

Following the training, your agency will have full access to the training environment. Additionally, your agency has full access to our Customer Support Help Desk during the training to help new users fully utilize Insight. Our existing customers find that this unique implementation approach enables their users to become familiar with Insight in a safe environment, promoting system use and leading to a more successful rollout.

NEOGOVTM

(1) The Customer hereby orders and GovernmentJobs.com, Inc. (d/b/a NEOGOV, Inc., hereafter "NEOGOV") agrees to provide the services described in this Order Form. THE SERVICES ARE PROVIDED PURSUANT TO THE TERMS AND CONDITIONS OF THIS ORDER FORM AND THE SERVICE AGREEMENT BETWEEN NEOGOV AND THE CUSTOMER.

Provide all required software and Licenses

- ## Software Provisioning for first half of Insight Enterprise

- Software Provisioning for second half of Insight Enterprise (Completion of post evaluation)**

- (3) Neither the Customer nor NEOGOV will be bound by this Order Form until it has been signed by authorized representatives of both parties.

**THERE ARE SIGNIFICANT ADDITIONAL TERMS AND CONDITIONS, WARRANTY
DISCLAIMERS AND LIABILITY LIMITATIONS CONTAINED IN THE SERVICE AGREEMENT
BETWEEN THE CUSTOMER AND NEOGOV.**

DO NOT SIGN THIS ORDER FORM BEFORE YOU HAVE READ THE SERVICE AGREEMENT IN ITS ENTIRETY. YOUR SIGNATURE BELOW INDICATES THAT YOU HAVE READ THE SERVICE AGREEMENT AND AGREE TO BE BOUND BY ITS PROVISIONS.

Customer	NEOGOV, Inc.
Signature: 	Signature: 
Print Name: <u>SCOTT LERONEAU</u>	Print Name: <u>SCOTT LERONEAU</u>
Title: <u>OWNER</u>	Title: <u>PRESIDENT</u>
Date: <u>12/21/10</u>	Date: <u>12/16/10</u>



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
12/16/2010

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

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

PRODUCER TechInsurance 1301 Central Expy, South, Suite 115 Allen, TX 75013	CONTACT NAME: PHONE (A/C No, Ext): (800) 663-7020 FAX (A/C No): (972) 390-8484 E-MAIL: ADDRESS: PRODUCER CUSTOMER ID#																					
INSURED GovernmentJobs.Com, Inc. dba Neogov 222 N Sepulveda Blvd, Ste 2000 El Segundo, CA 90245	<table border="1"> <tr> <th colspan="2">INSURERS AFFORDING COVERAGE</th> <th>NASC #</th> </tr> <tr> <td>INSURER A:</td> <td>Hartford Casualty Insurance Company</td> <td>28424</td> </tr> <tr> <td>INSURER B:</td> <td>Hartford Insurance Company of the Midwest</td> <td>37478</td> </tr> <tr> <td>INSURER C:</td> <td>Property and Casualty Insurance Company of Hartford</td> <td>34890</td> </tr> <tr> <td>INSURER D:</td> <td>ACE Insurance Company of Ohio</td> <td>22667</td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>	INSURERS AFFORDING COVERAGE		NASC #	INSURER A:	Hartford Casualty Insurance Company	28424	INSURER B:	Hartford Insurance Company of the Midwest	37478	INSURER C:	Property and Casualty Insurance Company of Hartford	34890	INSURER D:	ACE Insurance Company of Ohio	22667	INSURER E:			INSURER F:		
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INSURER F:																						

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

OVER LTR	TYPE OF INSURANCE	MODEL CLAUSE (VER. Y000)	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY					
	☒ COMMERCIAL GENERAL LIABILITY					EACH OCCURRENCE \$ 2,000,000
	☐ CLAIMS-MADE ☒ OCCUR					DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$ 300,000
						MED EXP (Any one person) \$ 10,000
	GEN AGGREGATE LIMIT APPLIES PER:					PERSONAL & ADV INJURY \$ 2,000,000
	☒ POLICY ☐ PRO ☐ LOC					GENERAL AGGREGATE \$ 4,000,000
						PRODUCTS - COMP/OP AGG \$ 4,000,000
						\$
C	AUTOMOBILE LIABILITY					
	☒ ANY AUTO					COMBINED SINGLE LIMIT (EA accident) \$ 1,000,000
	☒ ALLOWED AUTOS					BODILY INJURY (Per person) \$
	☒ SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	☒ HIRED AUTOS					PROPERTY DAMAGE (Per accident) \$
	☒ NONOWNED AUTOS					\$
						\$
						\$
	UMBRELLA LIAB					EACH OCCURRENCE \$
	EXCESS LIAB					AGGREGATE \$
	DEDUCTIBLE					\$
	RETENTION \$					\$
E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER (MEMBER EXCLUDED) (Mandatory in NH)	Y/N				1. INC STATUS - 1. OTHER LIMITS
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. EACH ACCIDENT \$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liability (Errors and Omissions)					Occurrence / Aggregate \$2,000,000 / \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

City of Fayetteville is named as Additional Insured with regard to the general liability

CERTIFICATE HOLDER

CANCELLATION

City of Fayetteville 113 W. Mountain Fayetteville AR 72701	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE:
--	--

© 1988-2009 ACORD CORPORATION. All rights reserved.

ACORD 25 (2009/09)

The ACORD name and logo are registered marks of ACORD

EXHIBIT "A"

Service Agreement

THIS ON-LINE SERVICES AGREEMENT (this "Agreement") is made and entered into this _____ day of _____, 2010, by and between GovernmentJobs.com, Inc., a California corporation (d/b/a "NEOGOV"), and the City of Fayetteville, Arkansas a public entity acting by and through its duly appointed representative ("Customer").

1. Provision of On-line Services.

(a) Customer hereby engages NEOGOV, and NEOGOV hereby agrees (subject to the terms and conditions set forth herein), to provide the services (the "Services") more fully described in this Agreement and in Exhibit A (Order Form). Customer hereby acknowledges and agrees that NEOGOV's provision and performance of the Services is dependent and conditioned upon Customer's full performance of its duties, obligations and responsibilities hereunder.

2. Additional NEOGOV Responsibilities. In connection with the performance of this Agreement, NEOGOV shall be responsible for the following:

(a) NEOGOV shall provide all required hosting and operations support for the applications provided through this agreement.

(b) NEOGOV shall follow those support, maintenance and other procedures and shall provide those support, maintenance and other services to Customer more fully described in this Agreement.

3. Customer Responsibilities. In connection with the performance of this Agreement and the provision of the Services, Customer shall be responsible for the following:

(a) Customer shall be responsible for ensuring that Customer's use of the Services and the performance of Customer's other obligations hereunder comply with all laws applicable to Customer.

(b) Customer shall be responsible, as between NEOGOV and Customer, for the accuracy and completeness of all records and databases provided by Customer in connection with this Agreement for use on NEOGOV's system.

4. Ownership, Protection and Security.

(a) Ownership of any graphics, text, data or other information or content materials and all records and databases supplied or furnished by Customer hereunder for incorporation into or delivery through the application(s) described in this agreement shall remain with Customer, and NEOGOV shall cease use of all such material upon termination of this Agreement.

(b) Customer acknowledges and agrees that nothing in this Agreement or any other agreement grants Customer any licenses or other rights with respect to NEOGOV's software system (source code or object code) other than the right to receive Services as expressly provided herein. NEOGOV shall retain all ownership in the intellectual property and all other proprietary rights and interests associated with NEOGOV's software system and Services and all components thereof and associated documentation, except as expressly provided herein.

(c) NEOGOV grants to Customer a limited license during the term of this Agreement to use and reproduce NEOGOV's trademarks and logos for purposes of including such trademarks and logos in advertising and publicity materials and links solely as permitted hereunder. All uses of such trademarks and logos shall conform to Customer's standard guidelines and requirements for use of such trademarks and logos.

5. NEOGOV Representations and Warranties.

(a) *Service Performance Warranty.* NEOGOV warrants that it will perform the Services in a manner consistent with industry standards reasonably applicable to the performance thereof.

(b) *No Other Warranty.* EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION 5, THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS, AND CUSTOMER'S USE OF THE SERVICES IS AT ITS OWN RISK. NEOGOV DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER EXPRESS AND/OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. NEOGOV DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE.

(c) *Disclaimer of Actions Caused by and/or Under the Control of Third Parties.* NEOGOV DOES NOT AND CANNOT CONTROL THE FLOW OF DATA TO OR FROM THE NEOGOV SYSTEM AND OTHER PORTIONS OF THE INTERNET. SUCH FLOW DEPENDS IN LARGE PART ON THE PERFORMANCE OF INTERNET SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES. AT TIMES, ACTIONS OR INACTIONS OF SUCH THIRD PARTIES CAN IMPAIR OR DISRUPT CUSTOMER'S CONNECTIONS TO THE INTERNET (OR PORTIONS THEREOF). ALTHOUGH NEOGOV WILL USE COMMERCIAL REASONABLE EFFORTS TO TAKE ALL ACTIONS IT DEEMS APPROPRIATE TO REMEDY AND AVOID SUCH EVENTS, NEOGOV CANNOT GUARANTEE THAT SUCH EVENTS WILL NOT OCCUR. ACCORDINGLY, NEOGOV DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO SUCH EVENTS.

6. Publicity. Following execution of this Agreement, the parties hereto may issue a press release, the form and substance of which shall be mutually agreeable to the parties, announcing the relationship created by this Agreement. Except as expressly contemplated herein, neither party shall issue any additional press release which mentions the other party or the transactions contemplated by this Agreement without the prior consent of the other party, which consent shall not be unreasonably withheld.

7. Nondisclosure. Through exercise of each party's rights under this Agreement, each party may be exposed to the other party's technical, financial, business, marketing, planning, and other information and data, in written, oral, electronic, magnetic, photographic and/or other forms, including but not limited to (i) oral and written communications of one party with the officers and staff of the other party which are marked or identified as confidential or secret or similarly marked or identified and (ii) other communications which a reasonable person would recognize from the surrounding facts and circumstances to be confidential or secret ("Confidential Information") and trade secrets. In recognition of the other party's need to protect its legitimate business interests, each party hereby covenants and agrees that it shall regard and treat each item of information or data constituting a trade secret or Confidential Information of the other party as strictly confidential and wholly owned by such other party and that it will not, without the express prior written consent of the other party or except as required by law including the Freedom of Information Act of the State of Arkansas, redistribute, market, publish, disclose or divulge to any other person, firm or entity, or use or modify for use, directly or indirectly in any way for any person or entity: (i) any of the other party's Confidential Information during the term of this Agreement and for a period of three (3) years after the termination of this Agreement or, if later, from the last date Services (including any warranty work) are performed by the disclosing party hereunder; and (ii) any of the other party's trade secrets at any time during which such information shall constitute a trade secret under applicable law.

8. Liability Limitations.

(a) If promptly notified in writing of any action brought against Customer based on a claim that NEOGOV's Services infringe a United States patent, copyright or trademark right of a third party (except to the extent such claim or infringement relates to any third party software incorporated into NEOGOV's applications), NEOGOV will defend such action at its expense and will pay any and all fees, costs or damages that may be finally awarded in such

action or any settlement resulting from such action (provided that Customer shall permit NEOGOV to control the defense of such action and shall not make any compromise, admission of liability or settlement or take any other action impairing the defense of such claim without NEOGOV's prior written approval).

(b) Customer acknowledges and agrees: (i) that NEOGOV has no proprietary, financial, or other interest in the goods or services that may be described in or offered through Customer's web site; and (ii) that except with respect to any material supplied by NEOGOV, Customer is solely responsible (as between NEOGOV and Customer) for the content, quality, performance, and all other aspects of the goods or services and the information or other content contained in or provided through Customer's web site.

(c) OTHER THAN THOSE WARRANTIES EXPRESSLY SET FORTH IN THIS AGREEMENT, NEOGOV DOES NOT MAKE ANY WARRANTIES TO CUSTOMER OR ANY OTHER PERSON OR ENTITY, EITHER EXPRESS OR IMPLIED (INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) WITH RESPECT TO THE SERVICES PROVIDED HEREUNDER. NEOGOV SHALL NOT BE LIABLE TO CUSTOMER OR TO ANY OTHER PERSON OR ENTITY, UNDER ANY CIRCUMSTANCE OR DUE TO ANY EVENT WHATSOEVER, FOR CONSEQUENTIAL OR INDIRECT DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFIT, LOSS OF USE OR BUSINESS STOPPAGE.

(d) Under no circumstances shall NEOGOV's total liability to Customer or any other person, regardless of the nature of the claim or form of action (whether arising in contract, tort, strict liability or otherwise), exceed GovernmentJobs.com Inc.'s Certificate of Insurance and NEOGOV has agreed to name Customer as an insured on said liability insurance per attached Exhibit "A" provided by NEOGOV; provided, however that the foregoing limitations set forth in this Section 8(d) shall not apply to actions brought under 8(a) above or to any injury to persons or damages to property arising out of NEOGOV's gross negligence or willful, gross misconduct.

9. Term and Termination.

(a) This Agreement shall commence as of January 1, 2011 and remain in effect for twelve (12) months unless terminated by either party as set forth herein ("Initial Term").

(b) This Agreement may be renewed for additional terms ("Renewal Term") equal in duration to the Initial Term provided Customer notifies NEOGOV at least thirty (30) days prior to the end of the Initial Term or a Renewal Term. It is anticipated that the parties shall in good faith commence active discussions each September concerning whether and under what terms to renew for the following calendar year.

(c) NEOGOV reserves the right to terminate this Agreement immediately if the Services provided hereunder become illegal or contrary to any applicable law, rule, regulation or public policy. Each party shall have the right to terminate this Agreement upon sixty (60) days prior written notice to the other party.

(d) Within sixty (60) days of notification of termination of this Agreement, NEOGOV shall provide Customer with a dedicated data files suitable for importation into commercially available database software (e.g., MS-Access or MS-SQL.) The dedicated data files will be comprised of Customer's data contained in NEOGOV's system. The structure of the relational database will be specific to the Customer's data and will not be representative of the proprietary NEOGOV database. NEOGOV shall likewise refund Customer its pro-rata share of pre-payment by Customer for twelve (12) months of service and/or maintenance fees or any other amounts pre-paid by Customer to NEOGOV.

10. Payments.

(a) Initial Term. See Exhibit A (Order Form).

(b) Renewal Term(s). For each Renewal Term, NEOGOV will continue to provide Customer with the Services, and will provide maintenance and support services as described herein, provided Customer issues a purchase order or NEOGOV, Inc.

Proprietary and Confidential

Page 3 of 8

modification to this Agreement and pays NEOGOV in advance the annual recurring charges then in effect. If there is an increase in annual maintenance and support charges, NEOGOV shall give Customer written notice of such increase at least thirty (30) days prior to the expiration of the applicable term.

11. **Force Majeure.** NEOGOV shall not be liable for any damages, costs, expenses or other consequences incurred by Customer or by any other person or entity as a result of delay in or inability to deliver any Services due to circumstances or events beyond NEOGOV's reasonable control, including, without limitation: (i) acts of God; (ii) changes in or in the interpretation of any law, rule, regulation or ordinance; (iii) strikes, lockouts or other labor problems; (iv) transportation delays; (v) unavailability of supplies or materials; (vi) fire or explosion; (vii) riot, military action or usurped power; or (viii) actions or failures to act on the part of a governmental authority other than Customer.

12. **Miscellaneous.** Either party may not assign its rights or obligations under this Agreement without the prior written consent of the other party. This Agreement may not be modified or amended (and no rights hereunder may be waived) except through a written instrument signed by the party to be bound. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and shall be governed by and construed in accordance with the laws of the State of Arkansas, without giving effect to conflict of law rules. Customer acknowledges and agrees that this Agreement is not intended to be and shall not be construed to be a franchise or business opportunity.

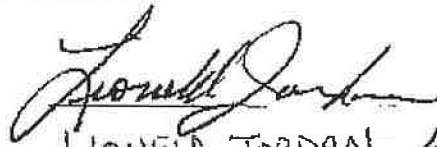
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized officers as of the date set forth above.

Customer

Signature:

Print Name:

Title:


LIONEL JORDAN 12/16/16
DATE
MAYOR

GovernmentJobs.com, Inc., a California corporation

Signature:

Print Name:

Title:

Date:


SCOTT LECOMMAN
PRESIDENT
12/16/16

Order Form**NEOGOV™****EXHIBIT A - ORDER FORM****Customer:****Bill To:**NAMEAttention To:Address:Phone:Email:AGENCYQuote Date:12/16/2010Revision:1Valid From:12/16/2010Valid To:Today plus 30 daysOrder Number:Requested Service Date:TBDInitial Term:12 Months**Order Summary**

<u>Line</u>	<u>Description</u>	<u>Annual Recurring Cost</u>	<u>Non- Recurring Cost</u>
1.0	<u>Insight Enterprise Edition</u>		
1.1	<u>Subscription License</u>	<u>\$7,000.00</u>	
1.2	<u>Provisioning</u>		<u>\$5,000.00</u>
1.3	<u>Training</u>		<u>Included</u>
	<u>Governmentjobs.com Annual License *optional</u>	<u>\$1,500.00</u>	
2.0			
	<u>Sub Total:</u>	<u>\$7,000.00</u>	<u>\$5,000.00</u>
	<u>Order Total:</u>		<u>\$12,000.00</u>

¹ More detailed descriptions of the services are contained in the order detail for each service, which are incorporated herein and made a part hereof by this reference.

Order Detail**1.0 Insight Enterprise Edition****1.1 License Subscription**

The Customer's subscription to the Insight Hiring Management Software includes the following functionality:

Recruitment

- Customized online job application
- Accept job applications online
- Online applications integration with current agency website
- Online job announcements and descriptions
- Automatic online job interest cards
- Proactively search your applicant database
- Real-time database of all applicant information
- Recruitment and examination planning

Selection

- Create, store, and reuse supplemental questions in the Insight item bank
- Screen applicants automatically as they apply
- Define unique scoring plans per recruitment, or copy existing scoring plans
- Test item bank (optional in TMS)
- Conduct item analysis
- Test processing (automatically input Scantron test data sheets)*
- Test analysis and pass-point setting
- Score, rank, and refer applicants

Applicant Tracking

- Email and hardcopy notifications
- EEO Data collection and reports
- Track applicants by step/hurdle
- Schedule written, oral, and other exams
- Detailed applicant history record
- Skills tracking and matching

Reporting and Analysis

- Collect and report on EEO data
- Analyze and report on adverse impact and applicant flow
- Track and analyze data such as time-to-hire, recruitment costs, staff workload, applicant quality, etc.
- Over 80 standard system reports
- Ad Hoc reporting tool

HR Automation

- Create and route job requisitions
- Refer and certify applicants electronically
- Scan paper application materials

* Cost of the scanner is not included unless listed on Exhibit A – ORDER FORM

* Requires a Scantron or similar Optical Mark Reader (OMR) scanner, special forms, form set-up, and scanner software, which are not included unless listed on Exhibit A – ORDER FORM

Additionally, during the term of the subscription, the Customer will be provided:

Unlimited Customer Support (6:00 AM – 6:00 PM PT)

Customer Support shall be provided to the Customer both on-line and by telephone Monday – Friday, 6:00 AM – 6:00 PM PT (excluding NEOGOV holidays).

Product Upgrades to Licensed Software

Customer shall receive all product upgrades to purchased package. Product upgrades are automatic and available upon the next login following a product upgrade rollout. Product upgrade rollouts are generally released every three months.

1.2 Provisioning

The following activities are conducted as part of the Insight Enterprise implementation

- Conduct a project kick off meeting to review the project timeline, deliverables, and establish project expectations
- NEOGOV will establish an Agency-specific training environment that will be used during training and post-training to allow the Agency to learn the system and begin defining new roles, responsibilities, and activities within the HR staff
- NEOGOV will conduct eight hours of on line Instructor led training. NEOGOV will provide all required user exercises and user guides to the Agency.
- Once the core user community is comfortable with the system (typically within 10 hours of hands-on use) they will train the remaining HR staff to complete their tasks using Insight.
- Between the training and go-live, NEOGOV will complete the following activities:
 - o Creating an agency-specific training environment which is used by your agency during training and afterwards to train in prior to moving into production
 - o Configure printable job bulletin
 - o Integrate your new production job opportunities, promotional opportunities, and class specifications web pages into your existing agency website
 - o Establish the Agency's Insight Enterprise production environment

1.3 Training

NEOGOV will deliver training to Agency recruiters. We will provide all required user exercises and user guides to the Agency.

Following the training, your agency will have full access to the training environment. Additionally, your agency has full access to our Customer Support Help Desk during the training to help new users fully utilize Insight. Our existing customers find that this unique implementation approach enables their users to become familiar with Insight in a safe environment, promoting system use and leading to a more successful rollout.

Order Form

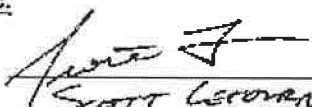
NEOGOV™

Order Form Terms and Conditions:

- (1) The Customer hereby orders and GovernmentJobs.com, Inc. (d/b/a NEOGOV, Inc., hereafter "NEOGOV") agrees to provide the services described in this Order Form. THE SERVICES ARE PROVIDED PURSUANT TO THE TERMS AND CONDITIONS OF THIS ORDER FORM AND THE SERVICE AGREEMENT BETWEEN NEOGOV AND THE CUSTOMER.
- (2) The Customer agrees that the payment schedule is as follows:
- Provide all required software and Licenses**
- One hundred percent (100%) of the annual license price is payable within thirty (30) days of execution of this Order Form and Service Agreement. (\$7,000.00)
- Software Provisioning for first half of Insight Enterprise**
- Fifty percent (50%) of the non-recurring costs are to be paid to NEOGOV within thirty (30) days of the execution of this Order Form and Service Agreement. (\$2,500.00)
- Software Provisioning for second half of Insight Enterprise (Completion of post evaluation)**
- Fifty percent (50%) of the non-recurring costs are to be paid to NEOGOV within thirty (30) days following the thirty day post-training period. (\$2,500.00)
- (3) Neither the Customer nor NEOGOV will be bound by this Order Form until it has been signed by authorized representatives of both parties.
- (4) Changes or alterations to this Order Form will not be accepted.

THERE ARE SIGNIFICANT ADDITIONAL TERMS AND CONDITIONS, WARRANTY DISCLAIMERS AND LIABILITY LIMITATIONS CONTAINED IN THE SERVICE AGREEMENT BETWEEN THE CUSTOMER AND NEOGOV.

DO NOT SIGN THIS ORDER FORM BEFORE YOU HAVE READ THE SERVICE AGREEMENT IN ITS ENTIRETY. YOUR SIGNATURE BELOW INDICATES THAT YOU HAVE READ THE SERVICE AGREEMENT AND AGREE TO BE BOUND BY ITS PROVISIONS.

<u>Customer</u>		<u>NEOGOV, Inc.</u>	
Signature:		Signature:	
Print Name:	Donald Jordan	Print Name:	SCOTT LECORNEAU
Title:	Mayor	Title:	PRESIDENT
Date:	1/3/11	Date:	12/16/10



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
12/16/2010

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

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

PRODUCER TechInsurance 1301 Central Expy. South, Suite 115 Allen, TX 75013		CONTACT NAME: PHONE (A/C No. Ext.): (800) 668-7020 FAX (A/C No.): (872) 350-8484 E-MAIL: ADDRESS: PRODUCER: CUSTOMER ID.#:	
INSURED Governmentjobs.Com, Inc. dba Neogov 222 N Sepulveda Blvd, Ste 2000 El Segundo, CA 90245		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Hartford Casualty Insurance Company	NAIC# 29424
		INSURER B: Hartford Insurance Company of the Midwest	37478
		INSURER C: Property and Casualty Insurance Company of Hartford	34890
		INSURER D: ACE Insurance Company of Ohio	22667
		INSURER E:	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

COVER LTR	TYPE OF INSURANCE	ADOL SUPR INSR NWD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY					EACH OCCURRENCE \$ 2,000,000
	☒ COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
	☐ CLAIMS-MADE ☒ OCCUR					MED EXP (Any one person) \$ 10,000
		Yes	485BABE9434	1/25/2010	1/25/2011	PERSONAL & ADV INJURY \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$ 4,000,000
	☒ POLICY ☐ PRO-JECT ☐ LOC					PRODUCTIONS - COMM'OP AGG \$ 4,000,000
C	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☒ ANY AUTO					BODILY INJURY (Per person) \$
	☒ ALL OWNED AUTOS	Yes	48UECY1152	1/10/2010	4/10/2011	BODILY INJURY (Per accident) \$
	☒ SCHEDULED AUTOS					PROPERTY DAMAGE (Per accident) \$
	☒ HIRED AUTOS					\$
	☒ NON-OWNED AUTOS					\$
	UMBRELLA LIAB					EACH OCCURRENCE \$
	EXCESS LIAB					AGGREGATE \$
	DEDUCTIBLE					\$
	RETENTION \$					\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N				☒ NO STATE-TORY LIMITS ☐ OTH. LTR
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In WA)	N/A	46/WE00018195	1/25/2010	1/25/2011	E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liability (Errors and Omissions)		G203/21/9003	1/25/2010	1/25/2011	Occurrence / Aggregate \$2,000,000 / \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

City of Fayetteville is named an Additional Insured with regard to the general liability

CERTIFICATE HOLDER

CANCELLATION

City of Fayetteville 113 W. Mountain Fayetteville AR 72701	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE:
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City of Fayetteville Item Review Form

Neogov job performance
valuation software

2013-0218

Logistar File Number

N/A

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Missy Leflar

Submitted By

Chief of Staff

Department

Action Required:

The Mayor's signature is needed on this \$14,500 contract, which is a non-agenda item. This is the software the City will start using for job performance evaluations.

Once implemented, the recurring cost will be \$12,000 annually,

Does this item have a cost? ☒ Yes

\$14,500.00

Cost of this request

\$14,500.00

Category or Project Budget

Job Perf Eval Software

Program or Project Name

1010.1220.5416.00

Account Number

\$0.00

Funds Used to Date

Software Maintenance

Program or Project Category

\$0.00

Remaining Balance

General

Fund Name

Budgeted Item? ☒ YesBudget Adjustment Attached? ☐

V20130812

Previous Ordinance or Resolution # _____

Original Contract Number: _____

Comments:

Per Purchasing, not subject to competitive bidding as a sole source. This is an add-on component available as a separate purchase that we can add on to the Neogov job application software system the City already has in place.

NON-AGENDA ITEM MEMO

To: Mayor Jordan

Thru: Don Marr, Chief of Staff

From: Missy Leflar, Human Resources Director

Date: December 12, 2013

Subject: Job Performance Software Contract

PROPOSAL:

This proposal is for the City and Neogov to enter into a contract for job performance evaluation software. This item is sold as an independent "add on" to the Neogov job application software the City already uses for hiring, PA sheets, and requisitions. Purchasing an "add on" provides the City with better software than it could get for the same money from a brand new source, plus has the advantage of being software many managers already use.

It is anticipated that greater efficiencies will be realized with this software, as was the case when the City switched from paper job applications to electronic ones. Electronic items can be electronically routed for review and signature, managers will be empowered to look up due dates / overdue dates on their employee evaluations, and they will also be able to see exactly where a given document is in the review process.

Further, software will permit the City to do peer evaluations and reverse evaluations, which measure interactions with non-departmental colleagues and managers' treatment of subordinates, respectively. Many employers do these but the City never has, so this will help elevate the level of job performance feedback.

As with the prior Neogov implementation, no IT staff time will be required. The platform is housed on NeoGov's server, and HR staff will handle the implementation, as before.

RECOMMENDATION:

Staff recommends the purchase of this software.

BUDGET IMPACT:

This item is already in the approved budget, for the purchase price requested.

Service Agreement

THIS ON-LINE SERVICES AGREEMENT (this "Agreement") is made and entered into this 20 day of December, 2013, by and between **GovernmentJobs.com, Inc.**, a California corporation (d/b/a "NEOGOV"), and the City of Fayetteville, Arkansas a public entity acting by and through its duly appointed representative ("Customer").

1. Provision of On-line Services.

(a) Customer hereby engages NEOGOV, and NEOGOV hereby agrees (subject to the terms and conditions set forth herein), to provide the services (the "Services") more fully described in this Agreement and in Exhibit A (Order Form). Customer hereby acknowledges and agrees that NEOGOV's provision and performance of the Services is dependent and conditioned upon Customer's full performance of its duties, obligations and responsibilities hereunder.

2. Additional NEOGOV Responsibilities. In connection with the performance of this Agreement, NEOGOV shall be responsible for the following:

(a) NEOGOV shall provide all required hosting and operations support for the applications provided through this agreement.

(b) NEOGOV shall follow those support, maintenance and other procedures and shall provide those support, maintenance and other services to Customer more fully described in this Agreement.

3. Customer Responsibilities. In connection with the performance of this Agreement and the provision of the Services, Customer shall be responsible for the following:

(a) NEOGOV's logos, including the "powered by" logo, may appear on the "employment opportunities", "job description" and other pages of Customer's web site that the Customer agrees to in writing.

(b) Customer shall be responsible for ensuring that Customer's use of the Services and the performance of Customer's other obligations hereunder comply with all laws applicable to Customer.

(c) Customer shall be responsible, as between NEOGOV and Customer, for the accuracy and completeness of all records and databases provided by Customer in connection with this Agreement for use on NEOGOV's system.

4. Ownership, Protection and Security.

(a) The parties agree that the NEOGOV marks and the Customer marks shall both be displayed on and through NEOGOV's system(s).

(b) Ownership of any graphics, text, data or other information or content materials and all records and databases supplied or furnished by Customer hereunder for incorporation into or delivery through the application(s) described in this agreement shall remain with Customer, and NEOGOV shall cease use of all such material upon termination of this Agreement.

(c) Customer acknowledges and agrees that nothing in this Agreement or any other agreement grants Customer any licenses or other rights with respect to NEOGOV's software system (source code or object code) other than the right to receive Services as expressly provided herein. NEOGOV shall retain all ownership in the intellectual property and all other proprietary rights and interests associated with NEOGOV's software system and Services and all components thereof and associated documentation, except as expressly provided herein.

(d) NEOGOV grants to Customer a limited license during the term of this Agreement to use and reproduce NEOGOV's trademarks and logos for purposes of including such trademarks and logos in advertising and publicity

materials and links solely as permitted hereunder. All uses of such trademarks and logos shall conform to Customer's standard guidelines and requirements for use of such trademarks and logos.

5. **NEOGOV Representations and Warranties.**

(a) *Service Performance Warranty.* NEOGOV warrants that it will perform the Services in a manner consistent with industry standards reasonably applicable to the performance thereof.

(b) *No Other Warranty.* EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION 5, THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS, AND CUSTOMER'S USE OF THE SERVICES IS AT ITS OWN RISK. NEOGOV DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER EXPRESS AND/OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT AND TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. NEOGOV DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE.

(c) *Disclaimer of Actions Caused by and/or Under the Control of Third Parties.* NEOGOV DOES NOT AND CANNOT CONTROL THE FLOW OF DATA TO OR FROM THE NEOGOV SYSTEM AND OTHER PORTIONS OF THE INTERNET. SUCH FLOW DEPENDS IN LARGE PART ON THE PERFORMANCE OF INTERNET SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES. AT TIMES, ACTIONS OR INACTIONS OF SUCH THIRD PARTIES CAN IMPAIR OR DISRUPT CUSTOMER'S CONNECTIONS TO THE INTERNET (OR PORTIONS THEREOF). ALTHOUGH NEOGOV WILL USE COMMERCIALY REASONABLE EFFORTS TO TAKE ALL ACTIONS IT DEEMS APPROPRIATE TO REMEDY AND AVOID SUCH EVENTS, NEOGOV CANNOT GUARANTEE THAT SUCH EVENTS WILL NOT OCCUR. ACCORDINGLY, NEOGOV DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO SUCH EVENTS.

6. **Publicity.** Following execution of this Agreement, the parties hereto may issue a press release, the form and substance of which shall be mutually agreeable to the parties, announcing the relationship created by this Agreement. Except as expressly contemplated herein, neither party shall issue any additional press release which mentions the other party or the transactions contemplated by this Agreement without the prior consent of the other party, which consent shall not be unreasonably withheld.

7. **Nondisclosure.** Through exercise of each party's rights under this Agreement, each party may be exposed to the other party's technical, financial, business, marketing, planning, and other information and data, in written, oral, electronic, magnetic, photographic and/or other forms, including but not limited to (i) oral and written communications of one party with the officers and staff of the other party which are marked or identified as confidential or secret or similarly marked or identified and (ii) other communications which a reasonable person would recognize from the surrounding facts and circumstances to be confidential or secret ("Confidential Information") and trade secrets. In recognition of the other party's need to protect its legitimate business interests, each party hereby covenants and agrees that it shall regard and treat each item of information or data constituting a trade secret or Confidential Information of the other party as strictly confidential and wholly owned by such other party and that it will not, without the express prior written consent of the other party or except as required by law including the Freedom of Information Act of the State of Arkansas, redistribute, market, publish, disclose or divulge to any other person, firm or entity, or use or modify for use, directly or indirectly in any way for any person or entity: (i) any of the other party's Confidential Information during the term of this Agreement and for a period of three (3) years after the termination of this Agreement or, if later, from the last date Services (including any warranty work) are performed by the disclosing party hereunder; and (ii) any of the other party's trade secrets at any time during which such information shall constitute a trade secret under applicable law.

8. **Liability Limitations.**

(a) If promptly notified in writing of any action brought against Customer based on a claim that NEOGOV's

NEOGOV, Inc. Page 2 of 8

Services infringe a United States patent, copyright or trademark right of a third party (except to the extent such claim or infringement relates to any third party software incorporated into NEOGOV's applications), NEOGOV will defend such action at its expense and will pay any and all fees, costs or damages that may be finally awarded in such action or any settlement resulting from such action (provided that Customer shall permit NEOGOV to control the defense of such action and shall not make any compromise, admission of liability or settlement or take any other action impairing the defense of such claim without NEOGOV's prior written approval).

(b) Customer acknowledges and agrees: (i) that NEOGOV has no proprietary, financial, or other interest in the goods or services that may be described in or offered through Customer's web site; and (ii) that except with respect to any material supplied by NEOGOV, Customer is solely responsible (as between NEOGOV and Customer) for the content, quality, performance, and all other aspects of the goods or services and the information or other content contained in or provided through Customer's web site.

(c) **OTHER THAN THOSE WARRANTIES EXPRESSLY SET FORTH IN THIS AGREEMENT, NEOGOV DOES NOT MAKE ANY WARRANTIES TO CUSTOMER OR ANY OTHER PERSON OR ENTITY, EITHER EXPRESS OR IMPLIED (INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) WITH RESPECT TO THE SERVICES PROVIDED HEREUNDER. NEOGOV SHALL NOT BE LIABLE TO CUSTOMER OR TO ANY OTHER PERSON OR ENTITY, UNDER ANY CIRCUMSTANCE OR DUE TO ANY EVENT WHATSOEVER, FOR CONSEQUENTIAL OR INDIRECT DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFIT, LOSS OF USE OR BUSINESS STOPPAGE.**

(d) Under no circumstances shall NEOGOV's total liability to Customer or any other person, regardless of the nature of the claim or form of action (whether arising in contract, tort, strict liability or otherwise), exceed the aggregate amount of fees and revenue received by NEOGOV hereunder for the prior twelve (12) month period; provided, however that the foregoing limitations set forth in this Section 8(d) shall not apply to actions brought under 8(a) above or to any injury to persons or damages to property arising out of NEOGOV's gross negligence or willful, gross misconduct.

9. Term and Termination.

(a) This Agreement shall commence as of the date hereof and remain in effect for thirty-six (36) months unless terminated by either party as set forth herein ("Initial Term").

(b) This Agreement may be renewed for additional terms ("Renewal Term") equal in duration to the Initial Term provided Customer notifies NEOGOV at least thirty (30) days prior to the end of the Initial Term or a Renewal Term.

(c) NEOGOV reserves the right to terminate this Agreement immediately if the Services provided hereunder become illegal or contrary to any applicable law, rule, regulation or public policy. Each party shall have the right to terminate this Agreement upon sixty (60) days prior written notice to the other party.

(d) Within sixty (60) days of notification of termination of this Agreement, NEOGOV shall provide Customer with a dedicated data files suitable for importation into commercially available database software (e.g., MS-Access or MS-SQL.) The dedicated data files will be comprised of Customer's data contained in NEOGOV's system. The structure of the relational database will be specific to the Customer's data and will not be representative of the proprietary NEOGOV database. NEOGOV shall likewise refund customer its prorata share of prepayment by customer for twelve (12) months of service and/or maintenance fees or any other amounts pre-paid by customer to NEOGOV.

10. Payments.

(a) *Initial Term.* See Exhibit A (Order Form).

(b) *Renewal Term(s).* For each Renewal Term, NEOGOV will continue to provide Customer with the Services, and

will provide maintenance and support services as described herein, provided Customer issues a purchase order or modification to this Agreement and pays NEOGOV in advance the annual recurring charges then in effect. If there is an increase in annual maintenance and support charges, NEOGOV shall give Customer written notice of such increase at least thirty (30) days prior to the expiration of the applicable term. For each Renewal Term, increases in annual maintenance and support charges shall not exceed the five percent (5%).

11. **Force Majeure.** NEOGOV shall not be liable for any damages, costs, expenses or other consequences incurred by Customer or by any other person or entity as a result of delay in or inability to deliver any Services due to circumstances or events beyond NEOGOV's reasonable control, including, without limitation: (i) acts of God; (ii) changes in or in the interpretation of any law, rule, regulation or ordinance; (iii) strikes, lockouts or other labor problems; (iv) transportation delays; (v) unavailability of supplies or materials; (vi) fire or explosion; (vii) riot, military action or usurped power; or (viii) actions or failures to act on the part of a governmental authority.

12. **Miscellaneous.** Either party may not assign its rights or obligations under this Agreement without the prior written consent of the other party. This Agreement may not be modified or amended (and no rights hereunder may be waived) except through a written instrument signed by the party to be bound. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and shall be governed by and construed in accordance with the laws of the State of Arkansas, without giving effect to conflict of law rules. Customer acknowledges and agrees that this Agreement is not intended to be and shall not be construed to be a franchise or business opportunity.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized officers as of the date set forth above.

Customer

Signature:



Print Name:

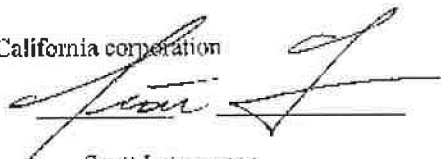
Lioneld Jordan

Title:

Mayor

GovernmentJobs.com, Inc., a California corporation

Signature:



Print Name:

Scott Letourneau

Title:

President

Date:

12/13/13

Order Form**NEOGOV™****EXHIBIT A – ORDER FORM****Customer:**

Fayetteville, City of Arkansas
Missy Leflar
Human Resources Director
mleflar@fayetteville-ar.gov
(479) 575-8298

Bill To:

Fayetteville, City of Arkansas
Missy Leflar
113 West Mountain
Fayetteville, AR 72701

Quote Date:**12/12/2013****Revision:****1****Valid From:****12/12/2013****Valid To:****12/31/2013****Order Number:****Requested Service Date:****TBD****Initial Term:****12 Months****Order Summary**

Item	Quantity	Unit Price	Amount
1.0 Performance Evaluation			
1.1 License Subscription		\$14,000.00	
		\$12,000.00	
1.2 Provisioning			\$2,500.00
1.3 On-line User Training			\$2,500.00
Total			\$14,500.00

Included with License		
Unlimited Customer Support M – F, 6:00 AM – 6:00 PM PT	Included	
Product Upgrades to Licensed Software	Included	

EXHIBIT A – ORDER FORM**Order Detail****1.0 NEOGOV Performance Evaluation (PE)****1.1 PE Subscription License**

The annual license for the NEOGOV Performance Evaluations Software includes the following:

- Configurable Performance Evaluations
- Team Grouping
- Goal Library
- Shareable Competency Content
- Goal Copying
- Ability to Re-use Goals
- Org Charts
- Archiving Forms
- Uploading Content
- Development Goals
- Configurable Workflow
- Ability to Design Custom Forms
- Form Templates
- Configurable Rating Scales
- Batch Form Creation
- Goal Alignment
- Goal Hierarchy
- Writing Assistant –Shared Content

Additionally, during the term of the subscription, the Customer will be provided:

Product Upgrades to Licensed Software

Agencies receive all product upgrades to purchased package. Product upgrades are automatic and available upon the next login following a product upgrade rollout. Product upgrade rollouts are generally released every three months

1.2 PE Provisioning

The following activities are conducted as part of the NEOGOV PE implementation

- Assign a NEOGOV project implementation specialist
- Conduct project kick off conference call to provide an overview of the system, review implementation plan, and discuss deliverables timeline, project roles and assignments
- Establish your agency's performance evaluation production environment
- Provide import of existing employee data into the system

1.3 PE Training

Training is a one-time cost and includes the following:

- Unlimited online training with on-demand, self-running tutorials
- Access to monthly conference calls with PE users
- Access to the online NEOGOV Community, a discussion forum to network with other users and provide answers to your PE questions
- Customer Support shall be provided to the Customer both on-line and by telephone Monday – Friday, 6:00 AM – 6:00 PM PT (excluding NEOGOV holidays).

Order Form

NEOGOV[™]

Order Form Terms and Conditions:

(1) The Customer hereby orders and GovernmentJobs.com, Inc. (d/b/a NEOGOV, Inc., hereafter "NEOGOV") agrees to provide the services described in this Order Form. THE SERVICES ARE PROVIDED PURSUANT TO THE TERMS AND CONDITIONS OF THIS ORDER FORM AND THE SERVICE AGREEMENT BETWEEN NEOGOV AND THE CUSTOMER.

(2) The Customer agrees that the payment schedule is as follows:

Provide all required software and licenses

One hundred percent (100%) of the annual license price is payable within thirty (30) days of execution of this Order Form and Service Agreement. (\$12,000.00)

Software Provisioning

One hundred percent (100%) of the non-recurring costs are to be paid to NEOGOV within thirty (30) days of the execution of this Order Form and Service Agreement. (\$2,500.0)

Training

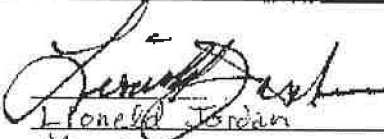
One hundred percent (100%) of the non-recurring costs are to be paid to NEOGOV within thirty (30) days of the execution of this Order Form and Service Agreement. (\$0)

(3) Neither the Customer nor NEOGOV will be bound by this Order Form until it has been signed by authorized representatives of both parties.

(4) Changes or alterations to this Order Form will not be accepted.

THERE ARE SIGNIFICANT ADDITIONAL TERMS AND CONDITIONS, WARRANTY DISCLAIMERS AND LIABILITY LIMITATIONS CONTAINED IN THE SERVICE AGREEMENT BETWEEN THE CUSTOMER AND NEOGOV.

DO NOT SIGN THIS ORDER FORM BEFORE YOU HAVE READ THE SERVICE AGREEMENT IN ITS ENTIRETY. YOUR SIGNATURE BELOW INDICATES THAT YOU HAVE READ THE SERVICE AGREEMENT AND AGREE TO BE BOUND BY ITS PROVISIONS.

<u>Customer</u>		<u>NEOGOV, Inc.</u>	
Signature:		Signature:	
Print Name:	Lonell Jordan	Print Name:	Scott LeTourneau
Title:	Mayor	Title:	President
Date:	12/20/13	Date:	12/13/13

City of Fayetteville Staff Review Form

2023-0839**Legistar File ID****N/A**

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Keith Macedo

8/4/2023

INFORMATION TECHNOLOGY (170)

Submitted By**Submitted Date****Division / Department****Action Recommendation:**

Approval of the attached NEOGOV order form to add a Text Messaging subscription to the existing NEOGOV agreement to improve applicant engagement.

Budget Impact:

1010.120.1220-5416.00		General Fund	
Account Number		Fund	
Project Number		Project Title	
Budgeted Item?	Yes	Current Budget	\$ 59,802.00
		Funds Obligated	\$ 58,379.31
		Current Balance	\$ 1,422.69
Does item have a cost?	Yes	Item Cost	\$ 641.68
Budget Adjustment Attached?	No	Budget Adjustment	\$ -
		Remaining Budget	\$ 781.01

V20210527

Purchase Order Number: _____

Previous Ordinance or Resolution # **145-45,15-19, 213.17**

Change Order Number: _____

Approval Date: _____

08/10/2023

Original Contract Number: _____

Comments:



STAFF MEMO

TO: Mayor Jordan

THRU: Susan Norton, Chief of Staff
Missy Cole, HR Director

FROM: Keith Macedo, IT Director

DATE: August 4, 2023

SUBJECT: Approval of the attached NEOGOV order form to add Text Messaging to the existing NEOGOV agreement to improve applicant engagement.

RECOMMENDATION:

Approval of the attached NEOGOV order form to add a Text Messaging subscription to the existing NEOGOV agreement to improve applicant engagement.

BACKGROUND:

The city has utilized NeoGov since 2010 for new employee applications and over the years have added modules to include performance evaluations, onboarding, and integration with Tyler New World ERP. NEOGOV is a completely hosted software solution that has a solid history of upgrading their products to take advantage of new technology and improve functionality. Earlier this year HR went live with NEOGOV Onboarding module which has improved the efficiency of new hire processing and the new Text Messaging subscription should continue HR's goal of optimizing applicant processing and onboarding.

DISCUSSION:

The attached order form will approve the purchase of NEOGOV Text Messaging annual subscription which will allow HR and hiring supervisors to communicate with applicant via text message, in addition to the existing email functionality. HR and IT staff have reviewed the Text Messaging subscription and believe it will help improve the efficiency and timeliness of communicating with applicants. The attached proposal will be added to the City's existing NEOGOV agreement and will co-term on the same date of December 30.

BUDGET/STAFF IMPACT:

The cost of the Text Messaging subscription is currently \$1,535.00 per year but the first year is pro-rated at \$641.68, to align with the existing December 30 agreement date. Funding is available within the HR operating budget software maintenance account to fund the \$641.68 within the FY 2023 budget and HR is requesting a new budget request for \$1,535.00 to fund the NEOGOV Text Messaging subscription for FY 2024.

Attachments: Staff Review Form, Staff Review Memo, NEOGOV order form.

A photograph of four diverse professionals (three men and one woman) smiling and interacting in a meeting. They are gathered around a table, with a brick wall in the background. The image is split vertically: the left side has a light blue background, and the right side has a red brick wall background. The text 'NEOGOV' is centered at the top in a bold, blue, sans-serif font.

NEOGOV

HUMAN RESOURCES MANAGEMENT SUITE

for the public sector

Exhibit A
Order Form

NEOGOV

NEOGOV

Customer:

Governmentjobs.com, Inc. (dba "NEOGOV")
2120 Park Pl, Suite 100
El Segundo, CA 90245
United States
billing@neogov.com
Sales Rep: Rock Syddall

Fayetteville, City of (AR)
113 W. Mountain
Fayetteville, AR 72701
USA

Quote Valid From: 7/13/2023
Quote Valid To: 7/31/2023

Quote Number: Q-11658
Payment Terms: Annual, Net 30
Subscription Term in Months: 20

Employee Count: 610
Order Summary

Candidate Text Messaging Prorated

Service Description	Start Date	End Date	Term Price (USD)
Candidate Text Messaging Subscription	7/31/2023	12/30/2023	\$641.68
Candidate Text Messaging Prorated TOTAL:			\$641.68

Candidate Text Messaging Year 2

Service Description	Start Date	End Date	Term Price (USD)
Candidate Text Messaging Subscription	12/31/2023	12/30/2024	\$1,535.00
Candidate Text Messaging Year 2 TOTAL:			\$1,535.00

ORDER TOTAL (USD) : **\$2,176.68**

A. Terms and Conditions

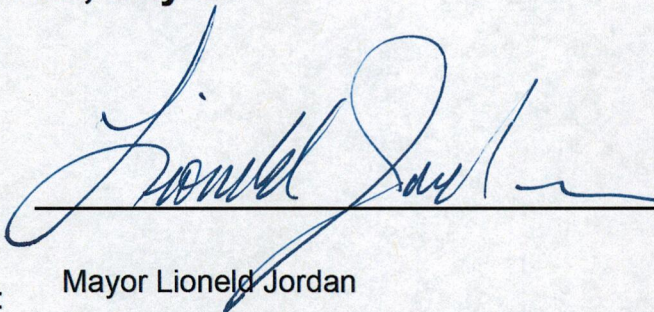
1. Agreement. This Ordering Document and the Services purchased herein are expressly conditioned upon the acceptance by Customer of the terms of the NEOGOV Services Agreement either affixed hereto or the version most recently published prior to execution of this Ordering Form available at <https://www.neogov.com/service-specifications>. Unless otherwise stated, all capitalized terms used but not defined in this Order Form shall have the meanings given to them in the NEOGOV Services Agreement.
2. Effectiveness & Modification. Neither Customer nor NEOGOV will be bound by this Ordering Document until it has been signed by its authorized representative (the "Effective Date"). Unless otherwise stated in this Ordering Document, all SaaS Subscriptions shall commence on the Effective Date. This Ordering Document may not be modified or amended except through a written instrument signed by the parties.
3. Summary of Fees. Listed above is a summary of Fees under this Order. Once placed, your order shall be non-cancelable and the sums paid nonrefundable, except as provided in the Agreement.
4. Order of Precedence. This Ordering Document shall take precedence in the event of direct conflict with the Services Agreement, applicable Schedules, and Service Specifications.

B. Special Conditions (if any).

Pro-Rated SaaS Subscription Fees shall be due net thirty (30) from date of NEOGOV invoice. Annual SaaS Subscription Fee invoices shall commence after expiration of the Pro-Rated Term

**"Fayetteville, City of
(AR)"**

Signature:



Print Name:

Mayor Lioneld Jordan

Date:

08/10/2023

City of Fayetteville Staff Review Form

2024-0570

Item ID

N/A

ARCHIVED

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

Keith Macedo

8/30/2024

INFORMATION TECHNOLOGY (170)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Approval of the attached NeoGov ordering form to purchase NeoGov's Single Sign On module.

Budget Impact:

4470.170.8170-5315.00

Sale Tax Capital

Account Number

Fund

24007

IT Enterprise Application Improvements

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 165,000.00

Expenses (Actual+Encum)

\$ 31,467.90

Available Budget

\$ 133,532.10

Does item have a direct cost? Yes

Item Cost

\$ 3,150.00

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ 130,382.10

V20221130

Purchase Order Number:

Previous Ordinance or Resolution # 15-19

Change Order Number:

Approval Date:

09/09/2024

Original Contract Number:

Comments:



CITY OF
FAYETTEVILLE
ARKANSAS

STAFF MEMO

TO: Mayor Jordan

THRU: Susan Norton, Chief of Staff

FROM: Keith Macedo, Information Technology Director

DATE: August 30, 2024

SUBJECT: Approval of the attached NeoGov ordering form to purchase NeoGov's Single Sign on module.

RECOMMENDATION:

Approval of the attached NeoGov ordering form to purchase NeoGov's Single Sign on module.

BACKGROUND:

The city has utilized NeoGov since 2010 for applicant tracking, online job posting, and job performance software. City staff continues to review how to improve NeoGov to increase the efficiency of applicant tracking, onboarding of new hires, and performance reviews.

DISCUSSION:

Human Resources is in the process of revamping the annual performance review process and is going to implement digital signatures. NeoGov digital signatures will require all employees to login to NeoGov which currently requires a separate login and password. The attached order will add the NeoGov single sign on module to our NeoGov software which will enable staff to login with their existing network/email login. This will reduce the complexity of logging into NeoGov and decrease the number of support calls related to password resets and login issues.

BUDGET/STAFF IMPACT:

The NeoGov single sign on module is an additional \$1,823.00 annual fee, which will be paid as part of the existing annual maintenance agreement from the HR Contract Services account. The annual fee is subject to a 5% annual increase per the existing NeoGov agreement. There is an additional one-time implementation fee of \$3,150 which will be paid by the IT Enterprise Application CIP project.

Attachments: Staff review form, Staff review memo, NeoGov Order Form

Exhibit A
Order Form

NEOGOV

NEOGOV

Governmentjobs.com, Inc. (dba "NEOGOV")
2120 Park Pl, Suite 100
El Segundo, CA 90245
United States
billing@neogov.com
Sales Rep: Emily Willis

Customer:

Fayetteville, City of (AR)
113 W. Mountain
Fayetteville, AR 72701
USA

Quote Valid From: 8/21/2024
Quote Valid To: 9/20/2024

Quote Number: Q-17564
PaymentTerms: Annual,Net 30
Subscription Term in Months: 12

Employee Count: 610
Order Summary

RECURRING

Service Description	Start Date	End Date	Term Price (USD)
Single Sign On Subscription			\$1,823.00
RECURRING TOTAL:			\$1,823.00

ONE-TIME

Service Description	Start Date	End Date	Term Price (USD)
Single Sign On Setup			\$3,150.00
ONE-TIME TOTAL:			\$3,150.00

ORDER TOTAL (USD) : **\$4,973.00**

A. Terms and Conditions

1. Agreement. This Ordering Document and the Services purchased herein are expressly conditioned upon the acceptance by Customer of the terms of the NEOGOV Services Agreement either affixed hereto or the version most recently published prior to execution of this Ordering Form available at <https://www.neogov.com/service-specifications>. Unless otherwise stated, all capitalized terms used but not defined in this Order Form shall have the meanings given to them in the NEOGOV Services Agreement.
2. Effectiveness & Modification. Neither Customer nor NEOGOV will be bound by this Ordering Document until it has been signed by its authorized representative (the "Effective Date"). Unless otherwise stated in this Ordering Document, all SaaS Subscriptions shall commence on the Effective Date. This Ordering Document may not be modified or amended except through a written instrument signed by the parties.
3. Summary of Fees. Listed above is a summary of Fees under this Order. Once placed, your order shall be non-cancelable and the sums paid nonrefundable, except as provided in the Agreement.
4. Order of Precedence. This Ordering Document shall take precedence in the event of direct conflict with the Services Agreement, applicable Schedules, and Service Specifications.

B. Special Conditions (if any).

**"Fayetteville, City of
(AR)"**

Signature:



Print Name: Mayor Lioneld Jordan

Date:

September 9, 2024

NEOGOV

Signature:



Print Name:

Laura Rice, Revenue Manager

Date:

August 30 2024



MEETING OF FEBRUARY 3, 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. 6 for Goshen Water Storage Tank Improvements**

RECOMMENDATION:

Staff recommends the approval of Amendment No. 6 to the Professional Engineering Services Agreement with Hawkins-Weir Engineers, Inc. in an amount not to exceed \$97,130.00 for construction observation and project management services associated with the Goshen Water Storage Tank Improvements project.

BACKGROUND:

The Goshen Water Storage Tank Improvements Project consists of removal and replacement of internal and external water tank coatings and updates to safety and mixing equipment on this 300,000-gallon ground storage tank. This project is expected to advertise for public bidding in 2026. This tank has been recommended for rehabilitation for many years, but could not be taken offline until other improvements in the Gulley/Goshen areas were recently completed.

DISCUSSION:

This contract amendment will provide the funds necessary for Hawkins-Weir to update plans, specs, and permits for project bidding and to observe the contractor's work in the field, provide help with RFI's or change orders as necessary, conduct quality control testing, and properly survey and certify the completed work.

This engineering contract has involved several other scopes in this area over several years. The Purchase Order from 2017 was closed in 2024 after the previous phase was complete, and it had a remaining balance of \$39,400.00. Therefore, the net contract increase for Amendment No. 6 is \$57,730.00. The entire balance of \$97,130.00 for Amendment No. 6 will be issued on a new purchase order pending City Council approval. Also, previous amendments included \$33,920.00 in reimbursable expenses outside the Not-to-Exceed fee. These reimbursable expenses will carry over to Amendment No. 6.

BUDGET/STAFF IMPACT:

Funds are available within the Water Tank Improvements account.

ATTACHMENTS: 3. Staff Review Form, 4. Amendment No. 6



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2026-114

A RESOLUTION TO APPROVE AMENDMENT NO. 6 TO THE PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH HAWKINS-WEIR ENGINEERS, INC. IN AN AMOUNT NOT TO EXCEED \$97,130.00 FOR ADDITIONAL SERVICES ASSOCIATED WITH THE GOSHEN WATER STORAGE TANK IMPROVEMENTS PROJECT

WHEREAS, on October 3, 2017, the City Council approved Resolution 206-17 authorizing a contract with Hawkins-Weir Engineers, Inc. for the Goshen Water Storage Tank Improvements Project; and

WHEREAS, Amendment No. 6 will provide the funds necessary for Hawkins-Weir to update plans, specs, and permits for project bidding and to observe the contractor's work in the field, provide help with RFI's or change orders as necessary, conduct quality control testing, and properly survey and certify the completed work.

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. 6 to the Professional Engineering Services Agreement with Hawkins-Weir Engineers, Inc. in an amount not to exceed \$97,130.00 for additional services associated with the Goshen Water Storage Tank Improvements Project.

City of Fayetteville Staff Review Form

2026-114

Item ID

2/3/2026

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

Tim Nyander

1/14/2026

WATER SEWER (720)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends the approval of Amendment No. 6 to the Professional Engineering Services Agreement with Hawkins-Weir Engineers, Inc. in an amount not to exceed \$97,130.00 for construction observation and project management services associated with the Goshen Water Storage Tank Improvements project.

Budget Impact:

5400.720.5600-5314.00

Water and Sewer

Account Number

Fund

14010.1

Water Tank Improvements

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 2,252,266.00

Expenses (Actual+Encum)

\$ 2,838.00

Available Budget

\$ 2,249,428.00

Does item have a direct cost? Yes

Item Cost

\$ 97,130.00

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ 2,152,298.00

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:

AMENDMENT NO. 6
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 **Goshen Ground Water Storage Tank and Benson Pressure Plane Improvements (HW Project No. 2017076)**, dated October 3, 2017, 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. 6.

SECTION 1 – SCOPE OF SERVICES

1.1 Amendment No. 6 is for rebidding and construction phase services for the Goshen Ground Water Storage Tank Improvements (Task 10 and Task 11). The services associated with Tasks 10 and 11 are detailed in the Engineer's attached Scope of Services dated December 18, 2025.

SECTION 2 – TIME OF SERVICE

2.1 The scope of services as defined above is based on addressing the Task 10 and 11 services within 360-calendar days. Engineer will proceed with providing the services set forth herein immediately upon execution of this Authorization by all parties.

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 Ninety-Seven Thousand One Hundred Thirty and 00/100 Dollars (\$97,130.00) without written approval of Owner.

3.2 Amendment 6 includes an adjustment to the fee amount approved under previous Amendments for Engineering Design Services and Reimbursable Expenses associated with the Goshen Ground Water Storage Tank and Benson Pressure Plane Improvements. An amount of \$39,400.00 will be reallocated from the Goshen Tank Improvements Construction Management, Benson Elevated Tank Improvements Advertising and Bidding, Benson Pressure Plane Improvements Construction Management, Benson Elevated Tank Improvements Construction Management, and Reimbursable Expenses to reduce the amount for the Scope of Services from \$97,130.00 to \$57,730.00.

3.3 These additional services and fee adjustments will increase the Agreement's not to exceed fee by a net amount of \$57,730.00 to **Four Hundred Fifteen Thousand Ten and 00/100 Dollars (\$415,010.00)**.

Attachments: Scope of Services dated December 18, 2025
Fee Proposal dated December 18, 2025
2026 Standard Hourly Billing Rate Structure
Certificate of Liability Insurance (2 Pages)

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: 12/18/2025



Appendix A
Amendment No. 6 Scope of Services
Goshen Ground Water Storage Tank and
Benson Pressure Plane Improvements
City of Fayetteville, Arkansas
HW Project No. 2017076
December 18, 2025



Task Description

Task 10 – Goshen Ground Water Storage Tank Rebid

1. Revise Goshen Ground Water Storage Tank Plans and Specifications for Rebidding purposes
 - a. Update City of Fayetteville Front End Documents to current versions
 - b. Incorporate the use of the Pre-Purchased Tank Mixing System into the Design
2. Submit revised Plans to the Arkansas Department of Health for review and approval
3. Submit revised Contract Documents to the City of Fayetteville Purchasing Department for review and incorporate any comments
4. Participate in a Pre-Bid Conference with the Owner and prospective bidders
5. Prepare any necessary Addendums
6. Review the Certified Bid Tabulation prepared by the City of Fayetteville and prepare a recommendation to the City for the award of a Construction Contract
7. Assist in the preparation of Contract Documents for execution between the City and Contractor

Task 11 – Construction Phase – Goshen Ground Water Storage Tank Improvements

1. Conduct Pre-Construction Conference with the Owner and Contractor
 - a. Prepare Meeting Summary
2. Provide periodic observation during construction
3. Conduct up to two (2) progress meetings
 - a. Prepare Meeting Summaries
4. Prepare, review, and coordinate the dissemination of construction documentation including material submittals, testing results, field orders, and change orders as directed by the Owner
5. Review the Contractor's constructed quantities and prepare monthly pay requests for the Owner's approval
6. Coordinate and conduct a final inspection with the Contractor and the Owner, and prepare a punch list of deficient construction items for the Contractor to address
7. Prepare Record Drawings of the completed project and provide one (1) reproducible hard copy and one (1) electronic copy for the Owner's archives



Amendment No. 6 - Fee Proposal
Goshen Ground Water Storage Tank and
Benson Pressure Plane Improvements
City of Fayetteville, Arkansas
Project No. 2017076
December 18, 2025



Task 10 - Goshen Ground Water Storage Tank Rebid

Task	Engr VII \$275	Engr VI \$250	Con. Obs. III \$120	CAD Tech III \$135	Engr. Asst. I \$80	Total Hours	Total Cost
1. Revise Goshen Ground Water Storage Tank Plans and Specifications for Rebidding purposes	4	8			8	20	\$3,740
a) Update City of Fayetteville Front End Documents to current versions		8			16	24	\$3,280
b) Incorporate the use of the Pre-Purchased Tank Mixing System into the Design		16		8		24	\$5,080
2. Submit revised Plans to the Arkansas Department of Health for review and approval		4		8	2	14	\$2,240
3. Submit revised Contract Documents to the City of Fayetteville Purchasing Department for review and incorporate any comments		4			4	8	\$1,320
4. Participate in a Pre-Bid Conference with the Owner and prospective bidders	4	4				8	\$2,100
5. Prepare any necessary bidding Addendums	4	8		8	4	24	\$4,500
6. Review the Certified Bid Tabulation prepared by the City of Fayetteville and prepare a recommendation to the City for the award of a Construction Contract	2	4			2	8	\$1,710
7. Assist in the preparation of Contract Documents for execution between the City and Contractor	2	4			4	10	\$1,870
TOTAL HOURS =							
SUBTOTAL COST =							\$25,840

Task 11 - Construction Phase - Goshen Ground Water Storage Tank Improvements

Task	Engr VII \$275	Engr VI \$250	Con. Obs. III \$120	CAD Tech III \$135	Engr. Asst. \$80	Total Hours	Total Cost
1. Conduct Pre-Construction Conference with the Owner and Contractor	2	4	4		4	14	\$2,350
a) Prepare Meeting Summary		4				4	\$1,000
2. Provide periodic observation of during construction		24	160 ⁽¹⁾			184	\$25,200
3. Conduct up to two (2) progress meetings	4	8	4		4	20	\$3,900
a) Prepare Meeting Summary		4				4	\$1,000
4. Prepare, review, and coordinate the dissemination of construction documentation including material submittals, testing results, field orders, and change orders as directed by the Owner		24		4	4	32	\$6,860
5. Review the Contractor's constructed quantities and prepare monthly pay requests for the Owner's approval		16			8	24	\$4,640
6. Coordinate and conduct a final inspection with the Contractor and the Owner, and prepare a punch list of deficient construction items for the Contractor to address	2	8	8			18	\$3,510
7. Prepare Record Drawings of the completed project and provide one (1) reproducible hard copy and one (1) electronic copy for the Owner's archives		4		8		12	\$2,080
TOTAL HOURS =							
SUBTOTAL COST =							\$50,540

(1) Based on 105-calendar day Contract Time (90-calendar days until substantial completion, and 15-calendar days until final completion thereafter) of critical phase construction observation.

Reimbursable Expenses and Subconsultant Fees

Item	Description	Total
1. Reproduction and Printing	Copies of Contract Documents for Contractor	\$500
2. Outside Services	Mid-South Tank Consultants - Critical Phase Tank Inspection	\$20,250

Engineering Services Summary

Task 10 - Goshen Ground Water Storage Tank Rebid		\$25,840
Task 11 - Construction Phase - Goshen Ground Water Storage Tank Improvements		\$50,540
Reimbursable Expenses and Subconsultant Fees		\$20,750
Total Engineering Fee - Not To Exceed		\$97,130



Hawkins-Weir Engineers, Inc.
Hourly Rate Schedule: 2026

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 III	\$145
Designer II	\$135
Designer I	\$120
Civil Eng Assistant II	\$100
Civil Eng. Assistant I	\$80
Digital Design Manager	\$150
BIM Modeler III	\$145
BIM Modeler II	\$135
BIM Modeler I	\$125
CAD/GIS Technician III	\$135
CAD/GIS Technician II	\$125
CAD/GIS Technician I	\$115
Construction Manager II	\$150
Construction Manager I	\$130
Construction Observer IV	\$140
Construction Observer III	\$120
Construction Observer II	\$110
Construction Observer I	\$100
Surveyor	\$175
GPS Survey	\$200
Survey Technician	\$50
Business Manager	\$100
Graphic Designer	\$100
Administrative	\$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.



HAWKENG-01

MORGAN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/4/2025

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

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

PRODUCER BHC Insurance 5500 Euper Lane P.O. Box 3529 Fort Smith, AR 72913-3529	CONTACT NAME:	
	PHONE (A/C, No, Ext): (479) 452-4000	FAX (A/C, No): (479) 484-5185
INSURED Hawkins-Weir Engineers, Inc. P.O. Box 648 Van Buren, AR 72957-0648	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Employers Mutual Casualty Company	
	INSURER B : EMCASCO Insurance Company	
	INSURER C : Accident Fund National Ins Co	
	INSURER D :	
INSURER E :		
INSURER F :		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

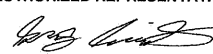
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC ☐ OTHER:			6W68047	11/1/2025	11/1/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ Included GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			6E68047	11/1/2025	11/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			6J68047	11/1/2025	11/1/2026	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N ☒ N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	100119068	11/1/2025	11/1/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Equipment Floater			6C68047	11/1/2025	11/1/2026	Scheduled

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project # 2017076 Goshen Water Storage Tank & Pump Station/Benson Standpipe

CERTIFICATE HOLDER

CANCELLATION

City of Fayetteville, AR 113 W Mountain St Fayetteville, AR 72701	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 



HAWKENG-01

KINNA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/10/2025

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

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

PRODUCER BHC Insurance 5500 Euper Lane P.O. Box 3529 Fort Smith, AR 72913-3529	CONTACT NAME: CL Service Team #4 (xt. 0704) PHONE (A/C, No, Ext): (479) 783-2255 FAX (A/C, No): (479) 484-5185 E-MAIL ADDRESS: BHCservice4@bhca.com														
INSURED Hawkins-Weir Engineers, Inc. P.O. Box 648 Van Buren, AR 72957-0648	<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A : Pacific Insurance Company</td><td>10046</td></tr><tr><td>INSURER B : Lexington Insurance Company</td><td>19437</td></tr><tr><td>INSURER C :</td><td></td></tr><tr><td>INSURER D :</td><td></td></tr><tr><td>INSURER E :</td><td></td></tr><tr><td>INSURER F :</td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Pacific Insurance Company	10046	INSURER B : Lexington Insurance Company	19437	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSURER F :															

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y ☐ N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liab			21OH065549825	7/11/2025	7/11/2026	Aggregate 4,000,000
B	Excess Liability			015136178	7/11/2025	7/11/2026	Aggregate 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project: 2017076, Goshen Storage Tank and Benson Pressure Plane Improvements

CERTIFICATE HOLDER

CANCELLATION

City of Fayetteville
113 West Mountain Street
Fayetteville, AR 72701

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

AUTHORIZED REPRESENTATIVE



MEETING OF FEBRUARY 3, 2026

TO: Mayor Rawn and City Council
THROUGH: Keith Macedo, Chief of Staff
FROM: Tim Nyander, Utilities Director
SUBJECT: **Bid 25-54 OPW Commercial Services of Arkansas LLC — Fire Hydrant Painting**

RECOMMENDATION:

Staff recommends awarding Bid 25-54 and approving a contract with OPW Commercial Services of Arkansas LLC in the amount of \$47,000.00 for the painting of approximately 1,000 fire hydrants in Fayetteville's water service area, and approval of a project contingency in the amount of \$9,400.00.

BACKGROUND:

On Tuesday, December 16, 2025, sealed bids were opened for Fire Hydrant Painting. This involved approximately 1,000 fire hydrants to be cleaned, primed, and painted. There were 12 bids received with the following results.

	Bidder	Amount		Bidder	Amount
1	OPW Commercial Services	\$47,000	7	Sandridge Construction	\$144,990
2	S & S Sealcoating Inc	\$60,000	8	DC Sparks Construction	\$164,240
3	ARK Maintenance Pros	\$72,540	9	Kept Companies Inc	\$175,000
4	Cyrus Service LLC	\$79,450	10	Certapro Painters NWA	\$232,000
5	Five Star Painting	\$99,100	11	Goodwin & Goodwin, Inc	\$305,000
6	Superior Painting & Epoxy	\$120,000	12	MAGNAFORM	\$853,880

DISCUSSION:

The painting project specifies that each hydrant must have the surface cleaned to remove contaminants and old paint. The surface must be prepared for painting, which may involve hand scraping, wire brushing, or using a power tool.

Painting involves applying paint via brush, roller, or spray, depending on the material. The paint must be durable, weather-resistant, and provide UV protection. After painting the barrel while the paint is still wet, Type

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov

1 glass beads are sprinkled onto the wet paint, which adhere and become a permanent, reflective part of the hydrant's surface.

Colors are applied to the Bonnet and End Caps to indicate water flow capacity through the bonnet and nozzles so that responding fire companies can immediately recognize a suitable water source that will provide enough water for their needs.

BUDGET/STAFF IMPACT:

Funds are available for this project in the Contract Services operational account in the Water & Sewer Fund.

ATTACHMENTS: 3. Staff Review Form, 4. Bid 25-54, Contract, 5. Appendix A - Bid Tabulation, 6. Appendix B - City Issued Bid, 7. Appendix C - Bid Submittal



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2026-78

A RESOLUTION TO AWARD BID #25-54 AND AUTHORIZE A CONTRACT WITH OPW COMMERCIAL SERVICES OF ARKANSAS LLC IN THE AMOUNT OF \$47,000.00 FOR THE PAINTING OF APPROXIMATELY 1,000 FIRE HYDRANTS IN FAYETTEVILLE'S WATER SERVICE AREA, AND TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$9,400.00

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby awards Bid #25-54 and authorizes Mayor Rawn to sign a contract with OPW Commercial Services of Arkansas LLC in the amount of \$47,000.00 for the painting of approximately 1,000 fire hydrants in Fayetteville's water service area, and further authorizes a project contingency in the amount of \$9,400.00.

City of Fayetteville Staff Review Form

2026-78

Item ID

2/3/2026

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

Tim Nyander

1/8/2026

WATER SEWER (720)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends awarding Bid 25-54 and approving a contract with OPW Commercial Services of Arkansas LLC in the amount of \$47,000.00 for the painting of approximately 1,000 fire hydrants in Fayetteville's water service area, and approval of a project contingency in the amount of \$9,400.00.

Budget Impact:

5400.720.4000-5315.00

Water & Sewer

Account Number

Fund

N/A

N/A

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 204,667.00

Expenses (Actual+Encum)

\$ -

Available Budget

\$ 204,667.00

Does item have a direct cost? Yes

Item Cost

\$ 56,400.00

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ 148,267.00

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:



THIS AGREEMENT is made this _____ day of _____, 2026, by and between City of Fayetteville, Arkansas, acting by and through its Mayor (hereinafter called CITY OF FAYETTEVILLE or CITY) and **OPW Commercial Services of Arkansas LLC** (hereinafter called **OPW** or Contractor). CITY OF FAYETTEVILLE and **OPW**, in consideration of their mutual covenants, agree as follows:

1. Contracted parties and relationship:

- a. This agreement shall be binding between all parties. Fees shall be provided as identified in appendices.
 - i. **OPW's** Tax identification number (TIN) ending in 6976
 - ii. **OPW's** Secretary of State Filing No. 811585024

2. Entire Agreement and Exhibits: This Agreement sets forth the entire agreement and understanding between the parties on the subject matter of this Agreement. Neither party shall be bound by any conditions, definitions, representations or warranties with respect to the subject matter of this Agreement other than those as expressly provided herein.

- a. Appendices included under this agreement include the following:
 - i. **Appendix A:** Bid Tabulation
 - ii. **Appendix B:** Bid package identified as **Bid 25-54, Fire Hydrant Painting** with the specifications and conditions typed thereon inclusive of all bidding documents and issued addenda.
 - iii. **Appendix C:** **OPW's** bid submittal
- b. This agreement may be modified only by a duly executed written instrument signed by the CITY and **OPW**.
- c. **ORDER OF PRECEDENCE:** In case of any inconsistency, conflict, or ambiguity among the Contract Documents, the documents shall govern in the following order: (a) Change Orders and written amendments to this Agreement which are executed by all parties; (b) the Agreement; (c) **OPW's** Bid Proposal (d) City's published bid and associated Addenda.

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

- a. City of Fayetteville: 113 W. Mountain, Fayetteville, AR 72701
- b. OPW Commercial Services of Arkansas LLC, 7522 E Seminole St., Tulsa, OK 74115

4. General Provisions:

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

- b. Workmanship: The Work shall be executed in accordance with the Contract Documents. All materials used in the Work shall be furnished in sufficient quantities to facilitate the proper and expeditious execution of the Work and shall be new except as otherwise provided in the Contract Documents.
- c. MATERIALS FURNISHED BY CITY OR OTHERS: If the Work includes installation of materials or equipment furnished by City or Others, it shall be the responsibility of **OPW** to examine the items so provided and thereupon handle, store, and install the items, unless otherwise provided in the Contract Documents, with such skill and care as to provide a satisfactory and proper installation. Loss or damage due to acts or omissions of **OPW** shall be the responsibility of **OPW** and may be deducted from any amounts due or to become due. Any defects discovered in such materials or equipment shall be reported at once to the City.
- d. **OPW** shall perform all duties and responsibilities necessary to coordinate the various parts of the Work and to prepare its Work for the work of City or Others.
- e. COMPLIANCE WITH LAWS: **OPW** shall comply with all the Law at its own cost. **OPW** shall be liable to City for all loss, cost, or expense attributable to any acts or omissions by **OPW**, its employees, subcontractors, suppliers, and agents for failure to comply with Laws, including fines, penalties, or corrective measures.
- f. COST OF CORRECTING DAMAGED OR DESTROYED WORK: With regard to damage or loss attributable to the acts or omissions of City or Others and not to **OPW**, City may either (a) promptly remedy the damage or loss and assume affected warranty responsibilities, (b) accept the damage or loss, or (c) issue a Change Order to remedy the damage or loss. If **OPW** incurs costs or is delayed due to such loss or damage, **OPW** may seek an equitable adjustment in the Cost of the Work. Any equitable adjustment shall be approved by all parties.
- g. Taxes and Permits: **OPW** shall give public authorities all notices required by law and shall obtain and pay for all necessary permits, licenses, and renewals pertaining to the Work. **OPW** shall provide to City copies of all notices, permits, licenses, and renewals required under this Agreement.
- h. DISCOUNTS: All discounts for prompt payment shall accrue to City. All trade discounts, rebates, and refunds, and all returns from sale of surplus materials and equipment, shall be credited to the Cost of the Work, or directly to the City after final payment.
- i. EXTENT OF AGREEMENT: Except as expressly provided, this Agreement is for the exclusive benefit of all Parties, and not the benefit of any third party. This Agreement represents the entire and integrated agreement between the Parties, and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement and each and every provision is for the exclusive benefit of all Parties and not for the benefit of any third party.
- j. ASSIGNMENT: Except as to the assignment of proceeds, no Party shall assign their interest in this Agreement without the written consent of the other Party. The terms and conditions of this Agreement shall be binding upon all Parties, their partners, successors, assigns, and legal representatives. No Party shall assign the Agreement without written consent of the other.
- k. Where figures are given, they shall be preferred to scaled dimensions.
- l. DEBARMENT AND SUSPENSION: By execution of this agreement, **OPW** certifies that to the best of its knowledge and belief that **OPW** and its principals:
 - i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - ii. Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or

commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- iii. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
- iv. (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
- v. **OPW** understands that a false statement on certification regarding debarment and suspension may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine. I further certify that I will obtain a similar certification for each subcontract awarded in excess of \$50,000.

5. Contract Document Review and Administration

- a. Before commencing the Work, **OPW** shall examine and compare the specifications with information furnished by the City that are considered Contract Documents, relevant field measurements made by **OPW**, and any visible conditions at the Worksite affecting the Work.
- b. Should **OPW** discover any errors, omissions, or inconsistencies in the Contract Documents, **OPW** shall promptly report them to the City. Following receipt of written notice of defects, City shall promptly inform **OPW** what action, if any, **OPW** shall take with regard to the defect.
- c. Nothing in this section shall relieve **OPW** of responsibility for its own errors, inconsistencies, or omissions.
- d. **COST REPORTING:** **OPW** shall maintain complete, accurate, and current records that comply with generally accepted accounting principles and calculate the proper financial management under this Agreement. **OPW** shall maintain a complete set of all books and records prepared or used by **OPW** with respect to the Project. City shall be afforded access to all of **OPW's** records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to this Agreement. **OPW** shall preserve all such records for a period of three years after the final payment or longer where required by Law.

6. Subcontracts:

- a. **BINDING OF SUBCONTRACTORS AND SUPPLIERS:** **OPW** agrees to bind every Subcontractor and Supplier and require every Subcontractor to so bind its subcontractors and significant supplier, to the Contract Documents as they apply to the Subcontractor's or Supplier's applicable provisions to that portion of the Work.
- b. **OPW** agrees not to subcontract at risk related services without prior written consent from the City.

7. Fees, Expenses, and Payments:

- a. **OPW**, at its own cost and expense, shall furnish all labor, materials, supplies, machinery, equipment, tools, supervision, insurance, tax permits, and all other accessories and services necessary to complete items bid per Bid 25-54 as stated in **OPW's** bid response, and in accordance with specifications attached hereto and made a part hereof under Bid 25-54, all included herein as if spelled out word for word.
- b. This project providing labor and materials shall be provided to the City for a fee of \$47,000.00 US Dollars, not including any City Council approved contingency.
- c. The City of Fayetteville shall pay **OPW** for completion of the project based on a percentage of work completed.

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

8. Time:

- a. Time is of the essence with regard to the obligations of the Contract Documents.
- b. Unless instructed by City in writing, **OPW** shall not knowingly commence the Work before the effective date of **OPW**'s required insurance and formal written and signed Purchase Order issued by the City of Fayetteville Procurement Division.
- c. Schedule of Work: Before submitting its first application for payment, **OPW** shall submit to City a Schedule of the Work showing the dates on which **OPW** plans to begin and complete various parts of the Work, including dates on which information and approvals are required from City. Except as otherwise directed by City, **OPW** shall comply with the approved Schedule of the Work.
 - i. City may determine the sequence in which the Work shall be performed, provided it does not unreasonably interfere with the approved project schedule. City may require **OPW** to make reasonable changes in the sequence at any time during the performance of the Work in order to facilitate the performance of work by City or Others.

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

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

- 11. Venue:** Venue for all legal disputes shall be Washington County, Arkansas.

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

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

14. Insurance:

- a. **OPW** shall furnish a certificate of insurance addressed to the City of Fayetteville within ten (10) calendar days after contract finalization, presenting insurance which shall be maintained throughout the term of the Contract in compliance with the terms of Bid 25-54. If applicable, **OPW** 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, **OPW** 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. **OPW** shall carry the following coverages, at minimum:
 1. Worker's Compensation Insurance – Statutory Amount
 2. Automotive Insurance covering all vehicles and trailers, if applicable
 3. General Liability - \$1,000,000 each occurrence, \$3,000,000 aggregate
- ii. Certificates of Insurance shall list the City of Fayetteville as an additional insured. Listing the CITY as a Certificate Holder only is NOT an acceptable substitute. Certificates of Insurance must include the endorsement(s) showing the City of Fayetteville listed as an additional insured.

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

16. Responsibility of the City of Fayetteville

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

17. Termination: This Contract may be terminated by the City of Fayetteville or **OPW** 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 **OPW** for the services performed through the date of termination within thirty (30) days of acceptance of final invoice.

18. Delays

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

19. Indemnification: The CITY requires **OPW** to indemnify, defend and hold harmless the CITY OF FAYETTEVILLE for any loss caused by negligence and from and against any and all loss where loss is caused or incurred or alleged to

be caused or incurred in whole or in part as a result of the negligence or other actionable fault of the **OPW**, or their employees, agents, Subcontractors, sub consultant and Suppliers of **OPW**.

20. 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 KARAS for services actually rendered.

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

22. Additional Responsibilities of OPW:

- a. Review, approval, or acceptance of design drawings, specifications, reports and other services furnished hereunder by CITY shall not in any way relieve **OPW** of responsibility for the technical adequacy of the work. Review, approval or acceptance of, or payment for any of the services by CITY shall not be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- b. **OPW** shall be and shall remain liable, in accordance with applicable law, for all damages to CITY OF FAYETTEVILLE caused by **OPW's** negligent performance, except beyond the **OPW's** normal standard of care, of any of the services furnished under this Agreement, and except for errors, omissions or other deficiencies to the extent attributable to CITY OF FAYETTEVILLE or CITY OF FAYETTEVILLE-furnished data.
- c. **OPW's** obligations under this clause are in addition to **OPW's** other express or implied assurances under this Agreement or State law and in no way diminish any other rights that CITY OF FAYETTEVILLE may have against **OPW** for faulty materials, equipment, or work.

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

CONTINUES ON NEXT PAGE

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

CITY OF FAYETTEVILLE, ARKANSAS

By: _____
Molly Rawn, Mayor

ATTEST:

By: _____
Kara Paxton, City Clerk - Treasurer

Date Signed: _____

OPW COMMERCIAL SERVICES OF ARKANSAS LLC

By:  _____
Mike Flowers, General Manager

Date Signed: 1-13-2026



BID TABULATION
Bid 25-54, Fire Hydrant Painting
 DEADLINE: Tuesday, December 16, 2025 at 2:00 PM

				OPW Commercial Services		S & S Sealcoating Inc		ARK Maintenance Pros LLC	
		Total		\$47,000.00		\$60,000.00		\$72,540.00	
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended
1	Painting of approximately 1,000 fire hydrants	1000	EA	\$47.00	\$47,000.00	\$60.00	\$60,000.00	\$72.54	\$72,540.00

				Cyrus Service LLC		Five Star Painting of Fayetteville (KLC Group LLC)		Superior Painting & Epoxy Coatings	
		Total		\$79,450.00		\$99,100.00		\$120,000.00	
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended
1	Painting of approximately 1,000 fire hydrants	1000	EA	\$79.54	\$79,450.00	\$99.10	\$99,100.00	\$120.00	\$120,000.00

				Sandridge Construction		DC Sparks Constrution		Kept Companies Inc	
		Total		\$144,990.00		\$164,240.00		\$175,000.00	
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended
1	Painting of approximately 1,000 fire hydrants	1000	EA	\$144.99	\$144,990.00	\$164.24	\$164,240.00	\$175.00	\$175,000.00

				Certapro Painters NWA (A & M Lewis Enterprises Inc)		Goodwin & Goodwin, Inc.		MAGNAFORM (Leonard Systems LLC)	
		Total		\$232,000.00		\$305,000.00		\$853,880.00	
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended
1	Painting of approximately 1,000 fire hydrants	1000	EA	\$232.00	\$232,000.00	\$305.00	\$305,000.00	\$853.88	\$853,880.00

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

Trevel Young, Procurement Agent

Amanda Beilfuss, Procurement Director



CITY OF
FAYETTEVILLE
ARKANSAS

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

TDD (Telecommunication Device for the Deaf): 479.521.1316

INVITATION TO BID

Bid 25-54 Fire Hydrant Painting

DEADLINE: Tuesday, December 16, 2025, before 2:00 PM, Local Time

PROCUREMENT AGENT: Trevel Young, tyoung@fayetteville-ar.gov

DATE OF ISSUE AND ADVERTISEMENT: 11/23/2025

No late bids will be accepted. Bids shall be submitted in one of the following methods: (1) through the City's third-party electronic bidding platform, or (2) delivering in person via sealed envelope to the City of Fayetteville Procurement Division. Submitting through the City's electronic bidding platform is strongly encouraged.

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

All bids shall be submitted in accordance with the attached City of Fayetteville specifications and bid documents attached hereto. Each bidder shall supply all information requested; failure to do so may be used as basis of rejection.

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

City of Fayetteville
Bid 25-54 Fire Hydrant Painting
Advertisement

City of Fayetteville, Arkansas
INVITATION TO BID
Fire Hydrant Painting

The City of Fayetteville is seeking bids for the painting of approximately 1,000 fire hydrants. Any questions concerning the bidding process should be addressed to Trevel Young, City of Fayetteville Procurement Agent, at tyoung@fayetteville-ar.gov or by calling (479)575-8289.

Bidding documents, plans, plan holders, and addenda shall be obtained at the City of Fayetteville Purchasing Division's electronic bidding platform at www.fayetteville-ar.gov/bids. All bids shall be received by Tuesday, December 16, 2025, before 2:00 PM, local time utilizing the electronic bidding software, which is strongly encouraged, or by submitting a sealed physical bid prior to the stated time. A public bid opening will be conducted shortly after the deadline at City Hall and livestreamed on Zoom. The City shall not be responsible for lost or misdirected bids, or for failure of bidders' technical equipment.

Pursuant to Arkansas Code Annotated §22-9-203 The City of Fayetteville encourages all qualified small, minority and women business enterprises to bid on and receive contracts for goods, services, and construction. Also, City of Fayetteville encourages all general contractors to subcontract portions of their contract to qualified small, minority and women business enterprises.

Any bidder providing a service must be registered with the Arkansas Secretary of State by the bid award. The City reserves the right to waive irregularities, to reject bids, and to postpone the award of the Contract for a period of time which shall not exceed beyond ninety calendar days from the bid opening date.

City of Fayetteville

By: Trevel Young, Procurement Agent
479.575.8289

tyoung@fayetteville-ar.gov

TDD (Telecommunications Device for the Deaf): (479) 521-1316

Date of advertisement: 11/23/2025

This publication was paid for by the Procurement Division of the City of Fayetteville, Arkansas.

Amount paid: \$146.01

EXECUTION OF BID -

This bid shall be completed in full, executed, and submitted by an authorized agent of the bidder. All bids shall provide responses to items in the following categories utilizing the online bidding portal or the physical bid form obtained via the online bidding portal:

- Attributes
- Line Items

Actual specification of any deficient item shall be noted on a separate attachment or as a note in the Line Item section of the online bidding portal. If specifications of item bid differ from provided literature, deviation shall be documented and certified by the manufacturer as a regular production option.

If submitting a physical bid is preferred, please contact the Procurement Division at (479) 575-8256.

PRICE: Bidders shall submit pricing on the City's online bidding portal (www.fayetteville-ar.gov/bids) in the format presented online or delivering a sealed, labeled envelope containing the Bid Invitation document obtained via the online portal to the City of Fayetteville Procurement Division.

Refer to the City's electronic bidding platform to submit bid pricing electronically.

Contact the City Procurement Division to obtain documents necessary to submit a physical sealed bid; however, all bidders are strongly encouraged to submit on the City's online bidding portal.

Upon submitting this Bid, the bidder certifies that:

1. Bidder has read and agrees to the requirements set forth in this bid , including specifications, terms, standard conditions, and any pertinent information regarding the articles being bid on.
2. Unless otherwise noted and explained, the unit bid and listed meets or exceeds all of these requirements as specified by The City of Fayetteville.
3. Pursuant Arkansas Code Annotated §25-1-503, the Contractor agrees and certifies that they do not currently boycott Israel and will not boycott Israel during any time in which they are entering into, or while in contract, with any public entity as defined in §25-1-503. If at any time during contract the contractor decides to boycott Israel, the contractor must notify the contracted public entity in writing.

4. Pursuant Arkansas Code Annotated §25-1-1002, the Contractor agrees and certifies that they do not currently boycott Energy, Fossil Fuel, Firearms, and Ammunition Industries during any time in which they are entering into, or while in contract, with any public entity as defined in §25-1-1002. If at any time during the contract the contractor decides to boycott Energy, Fossil Fuel, Firearms, and/or Ammunition Industries, the contractor must notify the contracted public entity in writing.
5. The Bidder can and will comply with all specifications and requirements for delivery, documentation and support as specified herein.
6. The Bidder certifies they are an officer of this organization, or have attached a letter of authorization, and they are duly authorized to certify the information provided herein is accurate and true.
7. Bidder shall comply with all State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment in addition to all federal, state, and local laws.
8. Bidder will perform the Work in compliance with all applicable trench safety standards set forth in Occupational Safety and Health Administration (OSHA) Part 1926 – Subpart P – Excavations, when applicable.
9. The bidder certifies they are not presently debarred or suspended and they are in compliance with the below Federal Executive Order:
 - a. 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.
 - b. Bidder certifies that neither bidder or principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

END OF BIDDING INSTRUCTIONS

City of Fayetteville
Bid 25-54 Fire Hydrant Painting
General Terms and Conditions

1. **SUBMISSION OF BID & BID EVALUATION:**

- a. Bids shall be reviewed following the stated deadline, as shown on the cover sheet of this document.
- b. Bidders shall submit bids based on documentation published by the Fayetteville Procurement Division.
- c. Bidding documents and addenda shall be obtained at the City of Fayetteville Procurement Division's electronic bidding platform at www.fayetteville-ar.gov/bids. All bids shall be received by the deadline, utilizing the electronic bidding software or as stated in the bid advertisement. A public bid opening will be conducted shortly after the deadline at City Hall and livestreamed on zoom. No late bids shall be accepted. The City of Fayetteville shall not be responsible for lost or misdirected bids, or for failure of bidder's technical equipment.
- d. The City will not be responsible for misdirected physical bids. Bidder should call the Procurement Office at 479.575.8256 to ensure correct receipt of bidding documents prior to opening time and date listed on the bid form.
- e. Bidders shall have experience in providing products and/or services of the same or similar nature.
- f. Bidder is advised that exceptions to any of the terms contained in this bid must be identified in its response to the bid. Failure to do so may lead the City to declare any such term non-negotiable. Bidder's desire to take exception to a non-negotiable term will not disqualify it from consideration for award.
- g. Local time is defined as the time in Fayetteville, Arkansas on the due date of the deadline. Bids shall be received before the time as shown by the atomic clock located in the Procurement Division Office or electronic clock located in the City's third-party bidding software.
- h. Bids will be evaluated and awarded based on the best interest of the City of Fayetteville. The City reserves the right to award bids in their entirety, none, or by line item.

2. **WRITTEN REQUESTS FOR INTERPRETATIONS OR CLARIFICATION:**

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

3. **DESCRIPTION OF SUPPLIES AND SERVICES:**

Any reference to a particular brand or manufacturer is done in an effort to establish an acceptable level of quality for this project. Brands or manufacturers that are included in bid that are of at least equal quality, size, design, and specification as to what has been specified, will be acceptable for consideration only if approved by the City of Fayetteville Procurement Division. In the event a similar product does not meet the required specifications, a substitution request for an approved equal may be submitted to the Procurement Division for review. The City of Fayetteville reserves the right to accept or reject any requested equal.

4. **RIGHTS OF CITY OF FAYETTEVILLE BID PROCESS:**

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

- a. The City of Fayetteville reserves the right to select the bid that it believes will serve the best interest of the City.
- b. The City of Fayetteville reserves the right to accept or reject any or all bids.
- c. The City of Fayetteville reserves the right to cancel the entire bid.
- d. The City of Fayetteville reserves the right to remedy or waive technical or immaterial errors in the invitation to bid or in bids submitted.
- e. The City of Fayetteville reserves the right to request any necessary clarifications, additional information, or data without changing the terms of the bid.

5. **COSTS INCURRED BY BIDDERS:**

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

6. **CONFLICT OF INTEREST:**

- a. The bidder represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided in City of Fayetteville Code Section 34.26 titled "Authority of City Employee to Contract with the City".
- b. All bidders shall promptly notify Trevel Young, City Procurement Agent, in writing, of all potential conflicts of interest for any prospective business association, interest, or other circumstance which may influence or appear to influence the bidder's judgment or quality of services being provided. Such written notification shall identify the prospective business association, interest or circumstance, the nature of which the bidder may undertake and request an opinion to the City as to whether the association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by the bidder. The City agrees to communicate with the bidder its opinion via e-mail or first-class mail within thirty days of receipt of notification.

7. **WITHDRAWAL OF BID:**

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

8. **LATE BID OR MODIFICATIONS:**

Bid modifications received after the time set for the bid submittal shall not be considered. Modifications in writing received prior to the deadline will be accepted. The City will not be responsible for misdirected bids. Bidders should call the Procurement Division at (479) 575-8256 to ensure receipt of their submittal documents prior to opening time and date listed.

9. **CONSTITUTIONAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS:**

- a. The laws of the State of Arkansas apply to any purchase made under this bid. Bidders shall comply with all constitutional, state, and federal directives, orders and laws as applicable to this bid and subsequent contract(s) including but not limited to Equal Employment Opportunity (EEO), Disadvantaged Business Enterprises (DBE), & OSHA as applicable to this contract.
- b. Pursuant to Arkansas Code Annotated §22-9-203 The City of Fayetteville encourages all *qualified* small, minority and women business enterprises to bid on and receive contracts for goods, services, and construction. Also, City of Fayetteville encourages all general contractors to subcontract portions of their contract to *qualified* small, minority and women business enterprises.

10. **PROVISION FOR OTHER AGENCIES:**

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

11. **COLLUSION:**

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

12. **RIGHT TO AUDIT, FOIA, AND JURISDICITON:**

- a. The City of Fayetteville reserves the privilege of auditing a Contractor’s records as such records relating to purchases between the City and said Contractor.
- b. Freedom of Information Act: City contracts and documents prepared while performing City contractual work are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the City of Fayetteville, the (Contractor) will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. §25-19-101 et. seq.). Only legally authorized photocopying costs pursuant to the FOIA may be assessed for this compliance.
- c. Legal jurisdiction to resolve any disputes shall be in Washington County, Arkansas with Arkansas law applying to the case.

13. **INDEMNIFICATION:**

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

14. **VARIANCE FROM STANDARD TERMS & CONDITIONS:**

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

15. **ADA REQUIREMENT FOR PUBLIC NOTICES & TRANSLATION:**

Persons with disabilities requiring reasonable accommodation to participate in this proceeding/event, should call 479.521.1316 (telecommunications device for the deaf), not later than seven days prior to the deadline. Persons needing translation of this document shall contact the City of Fayetteville, Procurement Division, immediately.

16. **PROCUREMENT POLICY FOR RECYCLED MATERIALS:**

The City of Fayetteville wishes to encourage its bidders to use recycled products in fulfilling contractual obligations to the City and that such practices will serve as a model for other public entities and private sector companies.

17. **PAYMENTS AND INVOICING:**

The bidder must specify in their bid the exact company name and address which must be the same as invoices submitted for payment as a result of award of this bid. Further, the successful bidder is responsible for immediately notifying the Procurement Division of any company name change, which would cause invoicing to change from the name used at the time of the original bid. Payment will be made within thirty days of invoice received. The City of Fayetteville is very credit worthy and will not pay any interest, fees, or penalty for untimely payments. **Payments can be processed through bidder's acceptance of Visa at no additional costs to the City for expedited payment processing.** The City will not agree to any nonrefundable deposit or retainer that would remain property of the bidder even if the hourly work actually performed by the bidder would not justify such fee.

The City will pay the awarded bidder based on unit prices provided on invoicing. Progress payments will be made after approval and acceptance of work and submission of invoice. Payments will be made within 30 days of accepted invoice.

18. **CANCELLATION:**

- a. The City reserves the right to cancel this contract without cause by giving thirty (30) days prior notice to the Contractor in writing of the intention to cancel or with cause if at any time the Contractor fails to fulfill or abide by any of the terms or conditions specified.
- b. Failure of the contractor to comply with any of the provisions of the contract shall be considered a material breach of contract and shall be cause for immediate termination of the contract at the discretion of the City of Fayetteville.

- c. In addition to all other legal remedies available to the City of Fayetteville, the City reserves the right to cancel and obtain from another source, any items and/or services which have not been delivered within the period of time from the date of order as determined by the City of Fayetteville.
- d. In the event sufficient budgeted funds are not available for a new fiscal period, the City shall notify the Contractor of such occurrence and contract shall terminate the last day of the current fiscal period without penalty or expense to the City.

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

- a. The Contractor shall perform this contract. No assignment of subcontracting shall be allowed without prior written consent of the City. If a bidder intends to subcontract a portion of this work, the bidder shall disclose such intent in the bid submitted as a result of this bid.
- b. In the event of a corporate acquisition and/or merger, the Contractor shall provide written notice to the City within thirty (30) calendar days of Contractor's notice of such action or upon the occurrence of said action, whichever occurs first. The right to terminate this contract, which shall not be unreasonably exercised by the City, shall include, but not be limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state, or federal laws. Action by the City awarding a bid to a firm that has disclosed its intent to assign or subcontract in its response to the bid, without exception shall constitute approval for purpose of this Agreement.

20. NON-EXCLUSIVE CONTRACT:

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

21. LOBBYING:

Lobbying of selection committee members, City of Fayetteville employees, or elected officials regarding request for bid s, request for qualifications, bids or contracts, during the pendency of bid protest, by the bidder/proposer/protestor or any member of the bidder's/proposer's/protestor's staff, and agent of the bidder/proposer/protestor, or any person employed by any legal entity affiliated with or representing an organization that is responding to the request for bid , request for qualification, bid or contract, or has a pending bid protest is strictly prohibited either upon advertisement or on a date established by the City of Fayetteville and shall be prohibited until either an award is final or the protest is finally resolved by the City of Fayetteville; provided, however, nothing herein shall prohibit a prospective/bidder/proposer from contacting the Procurement Division to address situations such as clarification and/or questions related to the procurement process. For purposes of this provision, lobbying activities shall include but not be limited to, influencing or attempting to influence action or non-action in connection with any request for bid , request for qualification, bid or contract through direct or indirect oral or written communication or an attempt to obtain goodwill of persons and/or entities specified in this provision. Such actions may cause any request for bid, request for qualification, bid or contract to be rejected.

22. ADDITIONAL REQUIREMENTS:

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

23. ADD OR DELETE LOCATIONS OR SERVICES:

The City reserves the right to unilaterally add or delete locations and/or services, either collectively or individually, at the City's sole option, at any time after award has been made as may be deemed necessary or in the best interests of the City. In such case, the Contractor(s) will be required to provide services to this contract in accordance with the terms, conditions, and specifications.

24. INTEGRITY OF BID DOCUMENTS:

Bidders shall use the original bid form(s) provided by the Procurement Division and enter information only in the spaces where a response is requested. Bidders may use an attachment as an addendum to the bid form(s) if sufficient space is not available on the original form for the bidder to enter a complete response.

Any modifications or alterations to the original documents by the bidder, whether intentional or otherwise, will constitute grounds for rejection of such response. Any such modifications or alterations a bidder wishes to propose shall be clearly stated in the bidder's response and presented in the form of an addendum to the original bid documents.

25. CERTIFICATE OF INSURANCE:

The successful bidder shall provide a Certificate of Insurance in accordance with the following guidelines, prior to commencement of any work: \$1,000,000 Commercial Liability, Statutory Worker's Compensation, and General Automotive, if applicable. Such certificate shall list the City of Fayetteville as an additional insured. Insurance shall remain valid, when applicable, throughout project completion.

26. PRICING:

- a. The City reserves the right to re-evaluate bidders in their standing in the event of a price increase.

27. OTHER GENERAL CONDITIONS:

- a. Bidder is presumed to be familiar with all federal, state, and city laws, ordinances, and regulations which in any manner affect those engaged or employed in the Work, or the materials or equipment used, or that in any way affect the Work and shall in all respects comply with said laws, ordinances, and regulations. No claim of misunderstanding or ignorance on the part of Bidder or Proposer will in any way serve to modify the provisions of the contract. No representations shall be binding unless embodied in the contract.
- b. Prices shall include all labor, materials, overhead, profit, insurance, shipping, freight, etc., to cover the products and services presented. ***Sales tax shall not be included in the bid price.*** Applicable Arkansas sales tax laws will apply when necessary but will not be considered in award of this project.
- c. Each bidder should state the anticipated number of days from the date of receipt of an order for delivery of services to the City of Fayetteville.

- d. Bidders must provide the City with their bids signed by an employee having legal authority to submit bids on behalf of the bidder. The entire cost of preparing and providing responses shall be borne by the bidder.
- e. The City reserves the right to request any additional information it deems necessary from any or all bidders after the submission deadline.
- f. The request for bid is not to be construed as an offer, a contract, or a commitment of any kind; nor does it commit the city to pay for any costs incurred by bidder in preparation. It shall be clearly understood that any costs incurred by the Proposer in responding to this request for bid is at the bidder's own risk and expense as a cost of doing business. The City of Fayetteville shall not be liable for reimbursement to the Proposer for any expense so incurred, regardless of whether or not the bid is accepted.
- g. If products, components, or services other than those described in this bid document are proposed, the bidder must include complete descriptive literature for each. All requests for additional information must be received within five working days following the request.
- h. Any uncertainties shall be brought to the attention to Trevel Young immediately via telephone (479.575.8289) or e-mail (tyoung@fayetteville-ar.gov). It is the intent and goal of the City of Fayetteville Procurement Division to provide documents providing a clear and accurate understanding of the scope of work to be completed and/or goods to be provided. We encourage all interested parties to ask questions to enable all bidders to be on equal bidding terms.
- i. No oral interpretation or clarifications will be given as to the meaning of any part of this request for bid. All questions, clarifications, and requests, together with answers, if any, will be provided to all firms via written addendum. Names of firms submitting any questions, clarifications, or requests will not be disclosed until after a contract is in place.
- j. Any information provided herein is intended to assist the bidder to properly respond to this bid. The bid is designed to provide qualified Bidders with sufficient basic information to submit the bid meeting minimum specifications and/or test requirements but is not intended to limit a bid's content or to exclude any relevant or essential data.
- k. Bidders irrevocably consent that any legal action or proceeding against it under, arising out of or in any manner relating to this Contract shall be prevailed by Arkansas law. Proposer hereby expressly and irrevocably waives any claim or defense in any said action or proceeding based on any alleged lack of jurisdiction or improper venue or any similar basis.
- l. The successful bidder shall not assign the whole or any part of this Contract or any monies due or to become due hereunder without written consent of City of Fayetteville. In case the successful bidder assigns all or any part of any monies due or to become due under this Contract, the Instrument of assignment shall contain a clause substantially to the effect that is agreed that the right of the assignee in and to any monies due or to become due to the successful bidder shall be subject to prior liens of all persons, firms, and corporations for services rendered or materials supplied for the performance of the services called for in this contract.

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

28. **INVOICING:** All invoices shall be presented to the City with the minimum information listed below.

- a. City Department that ordered the materials or services
- b. Order Date
- c. Delivery date or the date of services
- d. Name of the City Employee that requested or picked up the goods, materials, or service
- e. Bid Number that applies to the purchase and invoices. Amounts in the bid shall match invoicing.

29. **SPECIAL CONDITIONS:**

All bidders shall list any fees associated with start-up of their asphalt plant at the City's request. Listing this price does not require the Contractor to start up at the request of the City; however, it establishes a competitive upfront price that will be charged if a plant is started up at the approved request of the City.

- a. In the event the primary supplier cannot provide asphalt as requested, the City shall evaluate the start-up fee combined with the line item quantity price against the line item quantity price (and associated start-up fee if applicable) from the secondary supplier. The alternative cheapest to the City will be procured.
- b. If no prices are listed under Section E Item 5-3, the City shall not pay any fees associated with plant start-up.

30. **ATTACHMENTS TO BID DOCUMENTS**

- a. Appendix A: Hydrant Painting Materials Specs

The City of Fayetteville, Arkansas is seeking bids for the painting of approximately 1,000 fire hydrants. The City will indicate to the winning bidder the areas for fire hydrant painting.

Pre-Painting Steps

Before any coating is applied, the surface must be cleaned to remove contaminants and old paint. This step is critical for a durable finish and to prevent premature coating failure.

Clean the area:

Clear vegetation and debris from around the base of the hydrant. Place cardboard or a drop cloth around the base to catch the paint chips and drips. Mask off any nearby concrete, sidewalks, or landscaping.

Clean the surface:

Prepare the surface for painting, which may involve hand scraping, wire brushing, or using a power tool to clean and remove loose rust, mill scale (iron oxide), sediment, or old paint. Ensure that all shiny surfaces are roughened.

Painting Process

The painting of fire hydrants should occur when the air temperature is between 50°F and 85° F.

The specification covers requirements for applying paint via brush, roller, or spray, depending on the material. All coatings must be applied in strict accordance with the paint manufacturer's recommendations for proper performance. This includes instructions for surface temperature, dry film thickness, and curing.

Apply Primer

A rust-inhibitive, alkyd-based metal primer coat should be applied according to the paint manufacturer's recommendations.

Apply Topcoat

Use a high-quality industrial alkyd enamel coating, such as Rust-Oleum V7400 for maximum durability and weather resistance. The paint must be durable, weather-resistant, and provide UV protection. The color is High-Gloss White. **Do not paint** the chains, nozzle threads, or operating nut.

After painting the barrel, while the paint is still wet sprinkle AASHTO M247 Type 1 glass beads onto the wet paint, which adhere and become a permanent, reflective part of the hydrant's surface.

Apply Colors to Bonnet and End Caps

The color codes follow NFPA 291 and indicate water flow capacity through the hydrant's bonnet (top) and nozzle caps. The colors are based upon flow rate so that responding fire companies can immediately recognize a suitable water source that will provide enough water for their needs

Color	Flow Capacity	Flow Information
Blue	1,500+ GPM	Very good flow
Green	1,000–1,499 GPM	Good flow
Orange	500–999 GPM	Marginal flow
Red	Less than 500 GPM	Poor flow

Use the following paints from Sherwin-Williams for the color:

Robotic Blue – SW4063

Safety Green – SW4085

Safety Orange – SW4083

Safety Red – SW4081

Bid 25-54, Addendum 1



CITY OF
FAYETTEVILLE
ARKANSAS

Date: Monday, December 1, 2025

To: All Prospective Vendors

From: Trevel Young – 479.575.8289 – tyoung@fayetteville-ar.gov

RE: Bid 25-54, Fire Hydrant Painting

This addendum is hereby made a part of the contract documents to the same extent as though it were originally included therein. Interested parties should indicate their receipt of same in the appropriate blank of the Bid.

BIDDERS SHALL ACKNOWLEDGE THIS ADDENDUM ON THE DESIGNATED LOCATION ON THE BID FORM.

- QUESTION:
 - Do you have a location map?
 - A location map of the hydrants to be painted is unavailable at this time. The Water & Sewer department will provide a map to the awarded bidder once the map is available.
 - What is the required completion date?
 - The City of Fayetteville intends to have this project completed by September 1, 2026.
 - Are there any traffic control requirements?
 - The City of Fayetteville recommends the use of cones and blinking hazard lights if vehicle is parked in the right-of-way. Please wear a safety vest.
 - Is there a staging area for contractor use?
 - There is not a staging area planned for this project. The hydrants will be at various locations across the city.
 - I want to clarify that prior to painting, should all currently painted surfaces have the existing paint removed down to the bare metal OR that all painted surfaces can be cleaned to remove any loose paint only and then primed for final coatings?
 - The awarded bidder shall be responsible for preparing the surface for painting. The preparation may involve hand scraping, wire brushing, or using a power tool to clean and remove loose rust, mill scale (iron oxide), sediment, or old paint. The awarded bidder shall ensure that all shiny surfaces are roughened. A rust-inhibitive, alkyd-based metal primer coat should be applied according to the paint manufacturer's recommendations.
 - Will you be awarding this work to one vendor, or multiple vendors?
 - The City of Fayetteville intends to award only one bidder.

Bid 25-54, Addendum 2



CITY OF
FAYETTEVILLE
ARKANSAS

Date: Wednesday, December 10, 2025

To: All Prospective Vendors

From: Trevel Young – 479.575.8289 – tyoung@fayetteville-ar.gov

RE: Bid 25-54, Fire Hydrant Painting

This addendum is hereby made a part of the contract documents to the same extent as though it were originally included therein. Interested parties should indicate their receipt of same in the appropriate blank of the Bid.

BIDDERS SHALL ACKNOWLEDGE THIS ADDENDUM ON THE DESIGNATED LOCATION ON THE BID FORM.

- QUESTION:
 - The specifications identify a total of 1,013 hydrants. Please confirm whether this quantity is final, or if adjustments may be made post-award based on field verification.
 - The total quantity of hydrants is subject to adjustment based on field verification and operational requirements.
 - Is Sherwin-Williams Industrial Enamel Gloss Safety Yellow (SW 4084) the mandatory coating system, or will functionally equivalent products be accepted provided they meet the required color, performance characteristics, and technical specifications?
 - Coating materials shall be as specified or an approved equivalent. All substitute products must receive prior approval from the City.
 - Does the scope require application of primer to all hydrants regardless of existing coating condition, or may primer be omitted where existing surfaces are deemed clean, sound, and suitably prepared?
 - No, not all hydrants need to be primed. The clean hydrants shall be scuffed so the paint adheres properly.
 - Is pressure-washing a specified requirement for surface preparation, or will manual methods such as scraping and wire brushing be considered sufficient to meet the preparation standard?
 - Hand scraping and hand brushing are deemed acceptable methods for this scope of work.
 - Will the City furnish a current system map or equivalent documentation indicating the required bonnet color classifications (blue, green, white, red) corresponding to hydrant flow ratings?
 - The City will furnish the required color specifications and associated coating standards.
 - Is a bid bond required with the proposal submission, and if so, may the bid security be provided in the form of a cashier's check, or must it be issued by a licensed surety?
 - No, a Bid bond is not required.
 - Please confirm whether prevailing wage requirements apply to the scope of work under this contract.
 - No, there aren't any prevailing wage requirements.



Bid 25-54 Addendum 2

OPW Commercial Services

Supplier Response

Event Information

Number: Bid 25-54 Addendum 2
Title: Fire Hydrant Painting
Type: Invitation to Bid
Issue Date: 11/23/2025
Deadline: 12/16/2025 02:00 PM (CT)
Notes: The City of Fayetteville is seeking bids for the painting of approximately 1,000 fire hydrants. Any questions concerning the bidding process should be addressed to Trevel Young, City of Fayetteville Procurement Agent, at tyoung@fayetteville-ar.gov or by calling (479)575-8289.

Contact Information

Contact: Trevel Young Procurement Agent
Address: Purchasing
Room 306
City Hall
113 West Mountain Street - Room 306
Fayetteville, AR 72701
Email: tyoung@fayetteville-ar.gov

OPW Commercial Services Information

Contact: Michael Flowers
Address: 7522 E Seminole St
Tulsa, OK 74115
Phone: (918) 557-4059
Email: info@opwcommercial.com
Web Address: www.opwsolutions.com

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

Mike Flowers

Signature

info@opwsolutions.com

Email

Submitted at 12/15/2025 02:34:36 PM (CT)

Response Attachments

OPW Insurance 2025.pdf

OPW Insurance

OPW W9 2025.pdf

OPW W9

Bid Attributes

1 Arkansas Secretary of State Filing Number:

811585024

2 Check Yes or No:

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

☒ Yes

☐ No

3 Check Yes or No:

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

☒ Yes

☐ No

4 Check Yes or No:

By selecting "I agree", you acknowledge that you have read and understand any addendums that have been issued for this bid.

☒ Yes

☐ No

5	Name of Firm
	OPW COMMERCIAL SERVICES LLC
6	D/B/A or Corporation Name
	OPW COMMERCIAL SERVICES LLC
7	Tax ID Number
	92-1756976
8	Business Address
	7522 E Seminole St, Tulsa, OK 74115
9	Contact Phone Number and Email Address
	918-557-4059
10	Submitter's Name & Title
	Mike Flowers General Manager
11	Conflict of Interest Bidder shall disclose any possible conflict of interest with the City of Fayetteville, including, but not limited to, any relationship with any City of Fayetteville employee.
	No conflict of interest
12	If a conflict exists, please explain
	No response

Bid Lines

1	Painting of approximately 1,000 fire hydrants.		
	Quantity: <u>1000</u> UOM: <u>EA</u>	Price: \$47.00	Total: \$47,000.00

Response Total: \$47,000.00



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/15/2025

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

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

PRODUCER	Insureon, Division of Specialty Program Group LLC / DBA SPG Insurance Solutions LLC in CA 203 N. LaSalle St., 20th Floor, Chicago, IL 60601	CONTACT NAME:		
		PHONE (A/C, No. Ext): (800) 688-1984	FAX (A/C, No): 312-690-4123	
		E-MAIL ADDRESS:		
		INSURER(S) AFFORDING COVERAGE	NAIC #	
		INSURER A: Evanston Insurance Company	35378	
INSURED	OPW COMMERCIAL SERVICES LLC d/b/a for Owasso PressureWashing, LLC 7522 E Seminole Street, Tulsa, OK, 74115	INSURER B: Hiscox, Inc.	10200	
		INSURER C: Wesco Insurance Company	25011	
		INSURER D: Progressive Northern Insurance Co	38628	
		INSURER E:		
		INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	☒ COMMERCIAL GENERAL LIABILITY			P102.127.576.3	7/14/2025	7/14/2026	EACH OCCURRENCE	\$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 2,000,000
	☒ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	\$ 2,000,000
	OTHER:							\$
D	☒ AUTOMOBILE LIABILITY			971880298	8/13/2025	8/13/2026	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	☐ ANY AUTO						BODILY INJURY (Per person)	\$
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	\$
								\$
	☐ UMBRELLA LIAB						EACH OCCURRENCE	\$
	☐ EXCESS LIAB						AGGREGATE	\$
	☐ DED ☐ RETENTION \$							\$
C	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WWC3801026	7/14/2025	7/14/2026	☒ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y / N					E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	No	N / A				E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

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

Proof of Insurance

CERTIFICATE HOLDER

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



MEETING OF FEBRUARY 3, 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. Rupple 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. Additional Information - RZN-2025-0050 Floodplain Exhibit, 8. Michael Cole Drive LLC Conservation Easement - Amended & Approved 01/20/26, Michael Cole Drive LLC Conservation Easement - Original Version

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:

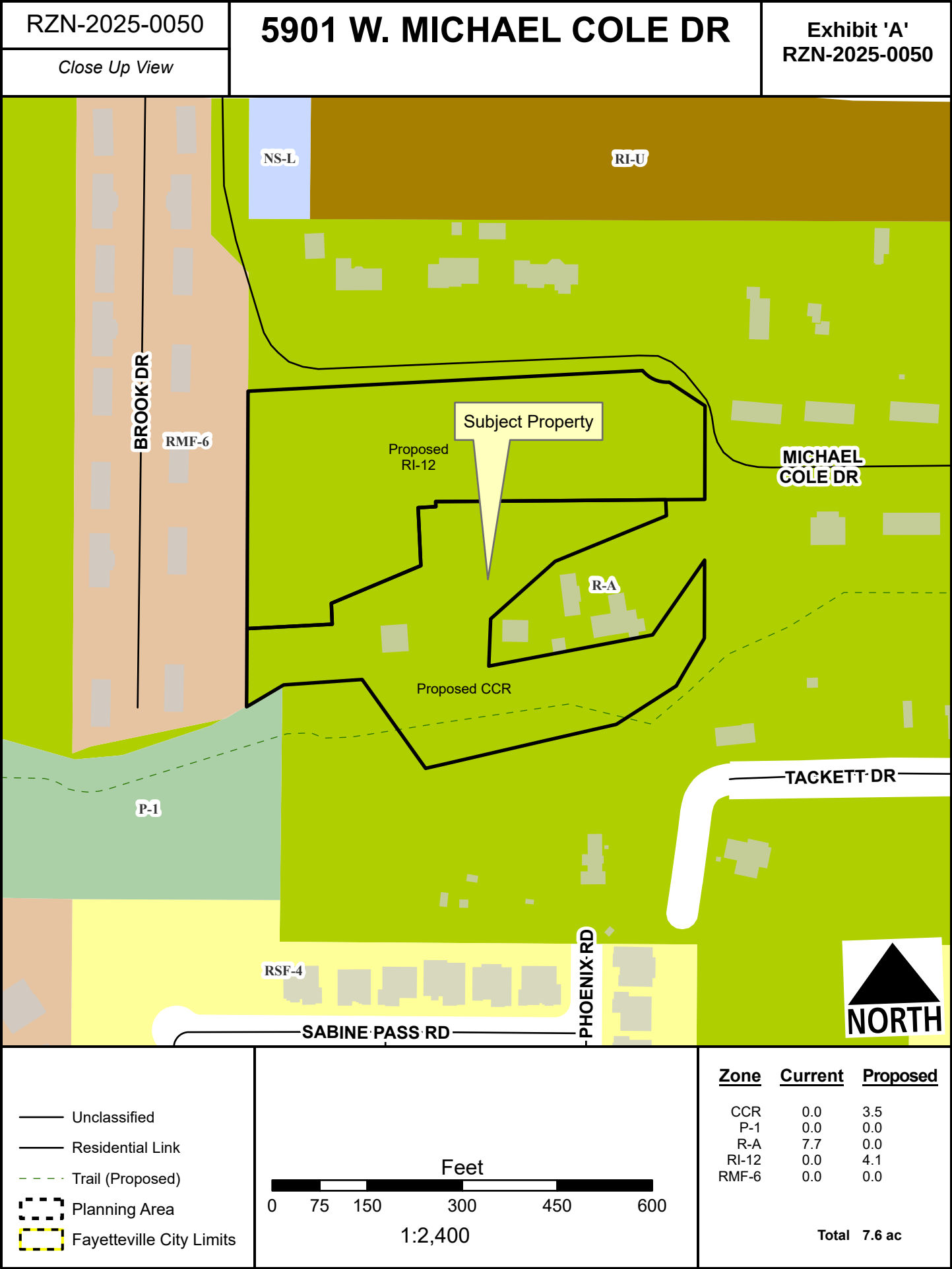


Exhibit 'B'
RZN-2025-0050

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
-

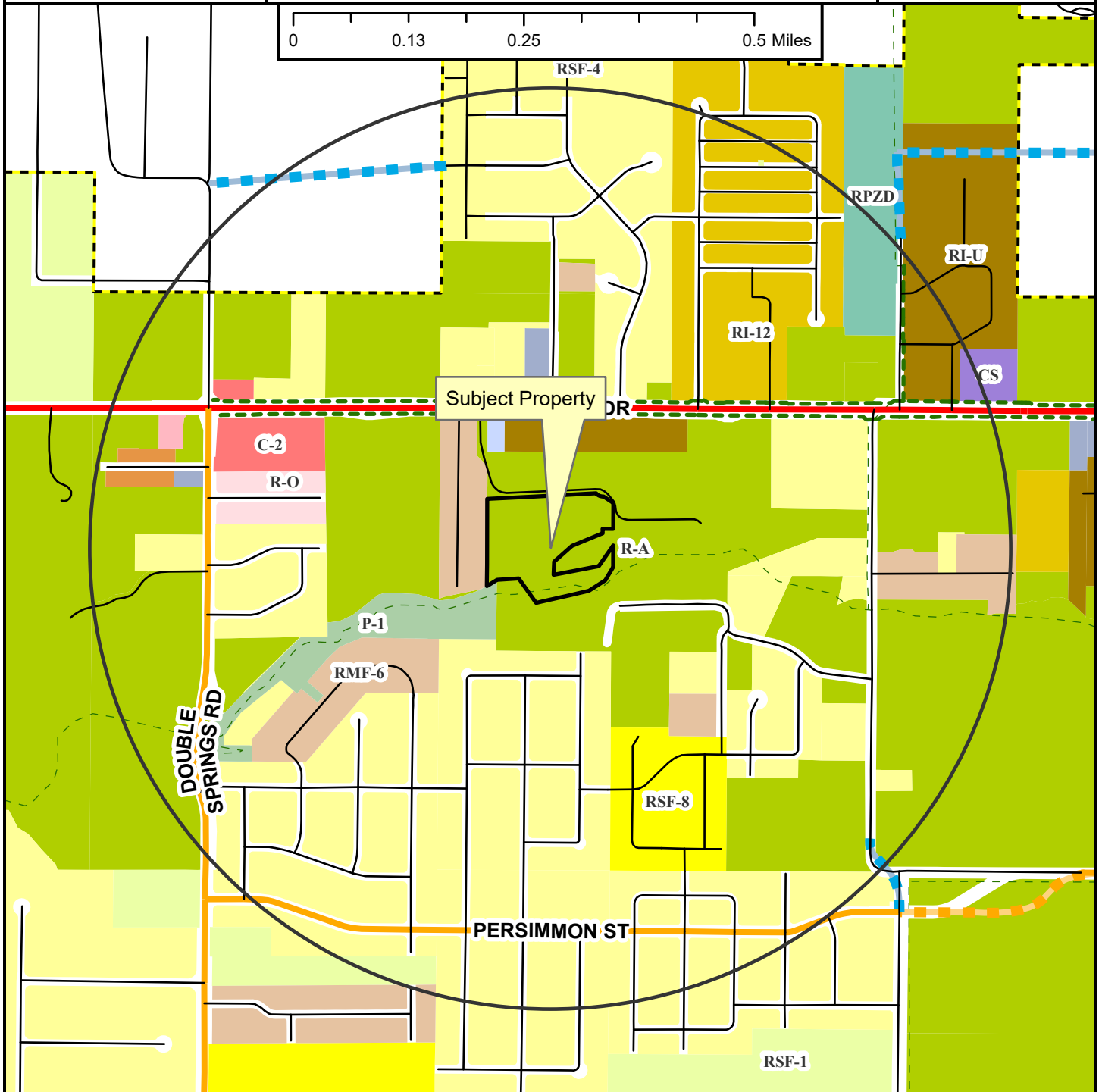
RZN-2025-0050

5901 W. MICHAEL COLE DR

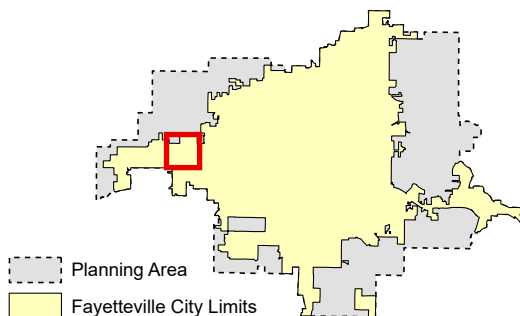
One Mile View

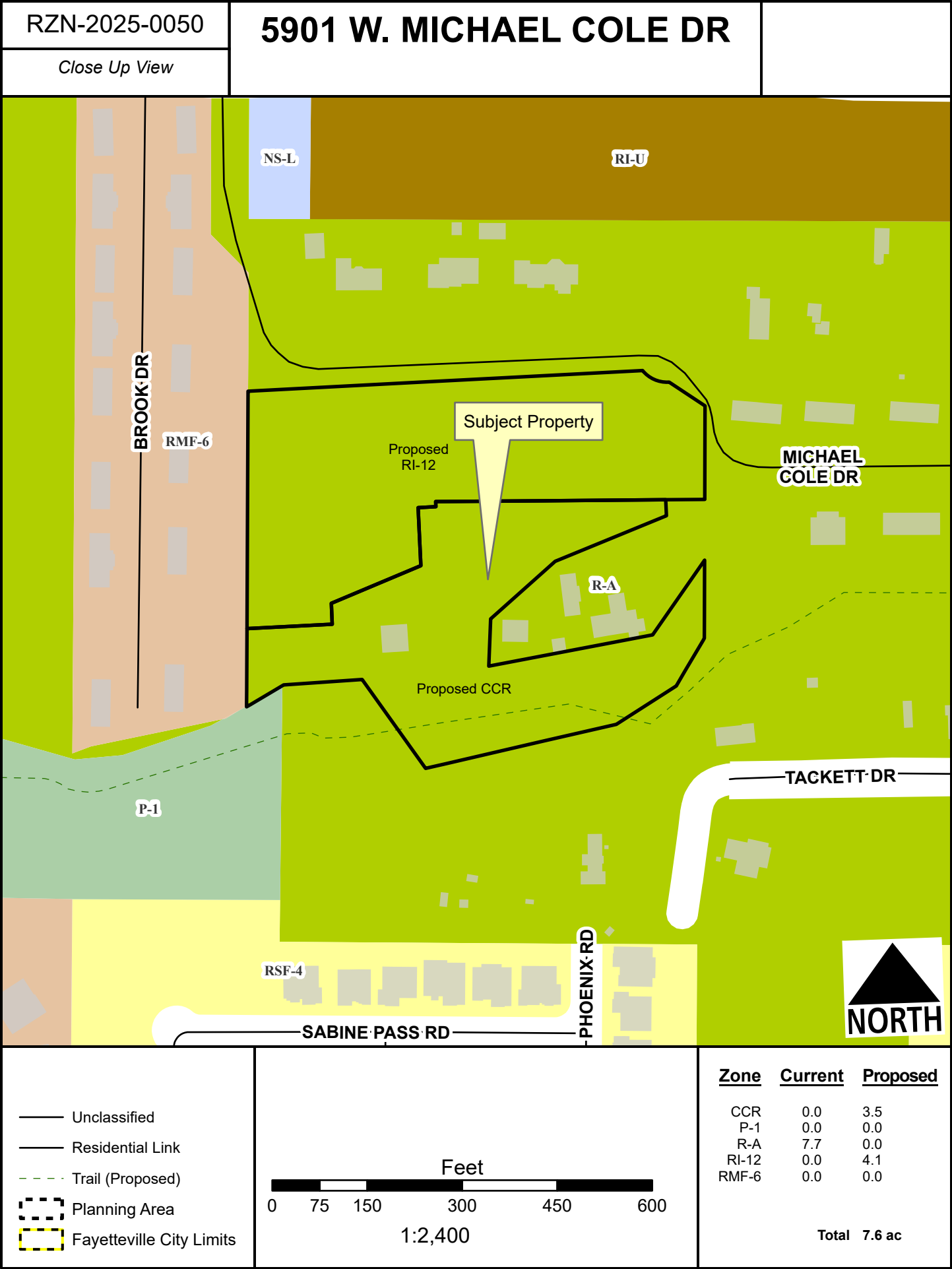


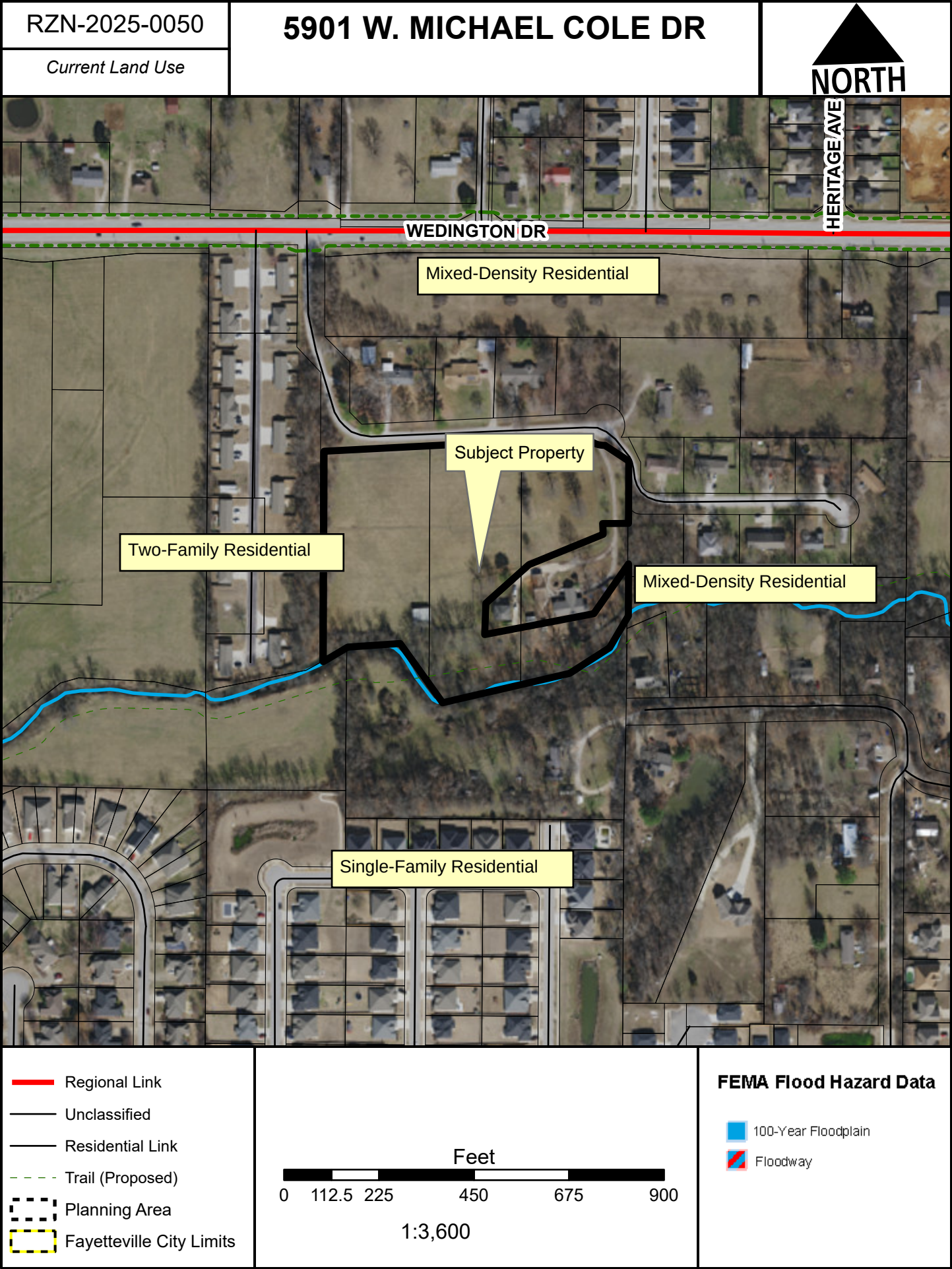
0 0.13 0.25 0.5 Miles



- 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



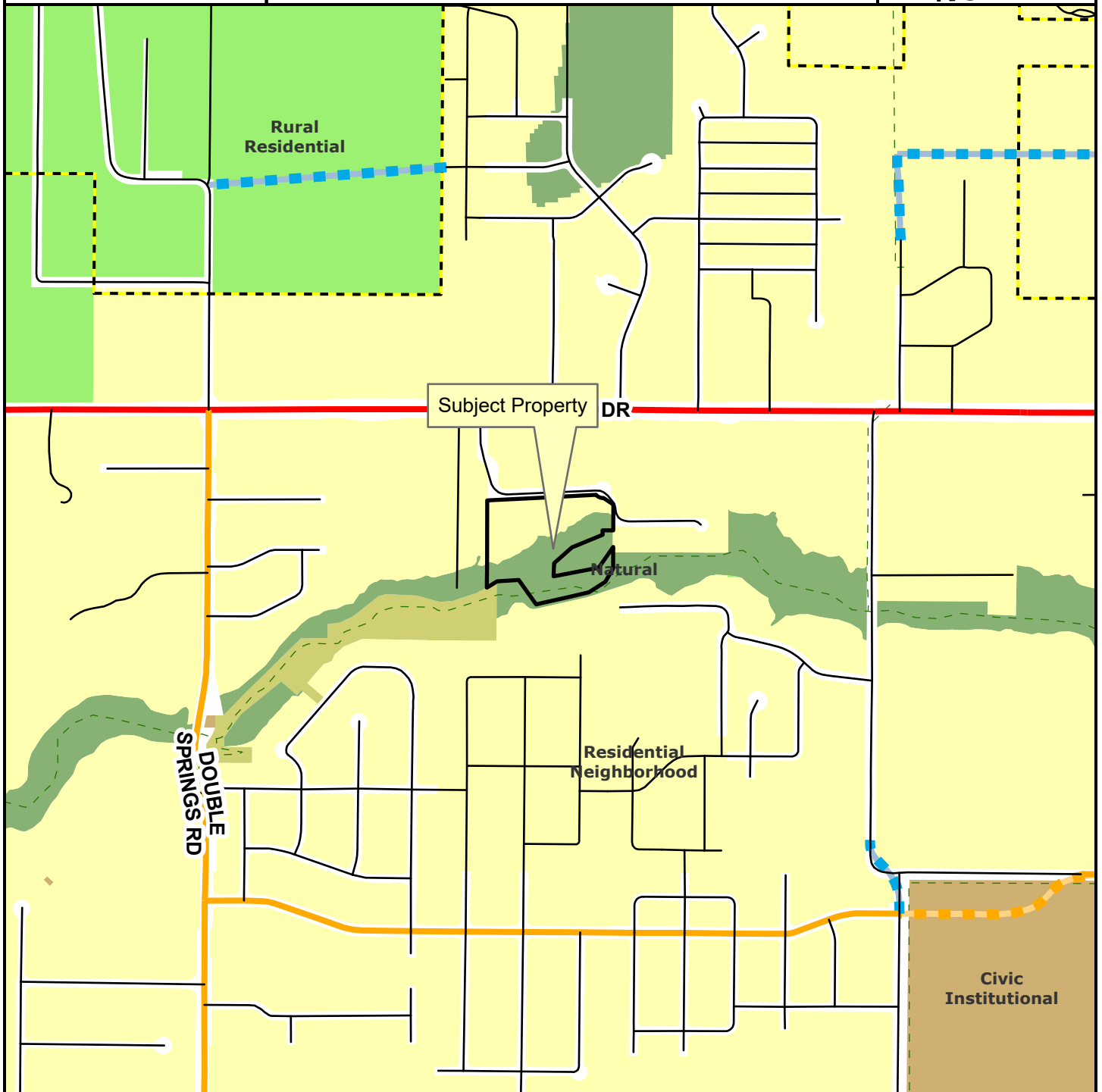




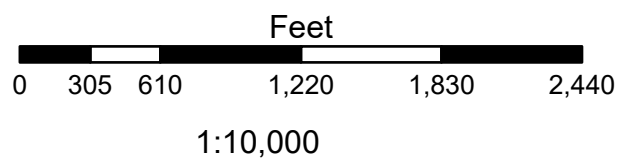
RZN-2025-0050

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**

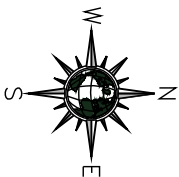
A TRACT OF LAND BEING A PART OF LOT 3A, OF THE MILDRED LEE ESTATES, AS RECORDED IN PLAT FILE #2025-00008131, WASHINGTON COUNTY, ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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.

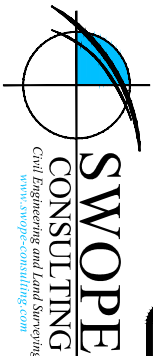
**PROPOSED CONSERVATION, CULTURAL
AND RECREATION ZONING DISTRICT
SURVEY DESCRIPTION**

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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.

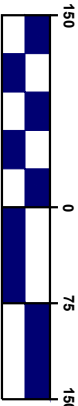


- LEGEND**
- FOUND MONUMENT AS-NOTED
 - SET MONUMENT AS-NOTED
 - └ GUY ANCHOR
 - ⊕ ELECTRIC METER
 - ⊗ WATER METER
 - ⊙ POWER POLE
 - ⊠ AIR CONDITIONER
 - ⊡ FIELD MEASUREMENT
 - Ⓜ RECORDED MEASUREMENT
 - Ⓡ NOW OR FORMERLY
- BOUNDARY LINE
 - CENTERLINE OF ROAD
 - RIGHT-OF-WAY (RW)
 - BUILDING SETBACK LINE
 - OVERHEAD POWER LINE
 - ▨ PROPOSED
 - ▨ RL-12 ZONING
 - ▨ PROPOSED
 - ▨ CONSERVATION ZONING



Project Number:
23-120

REZONE EXHIBIT



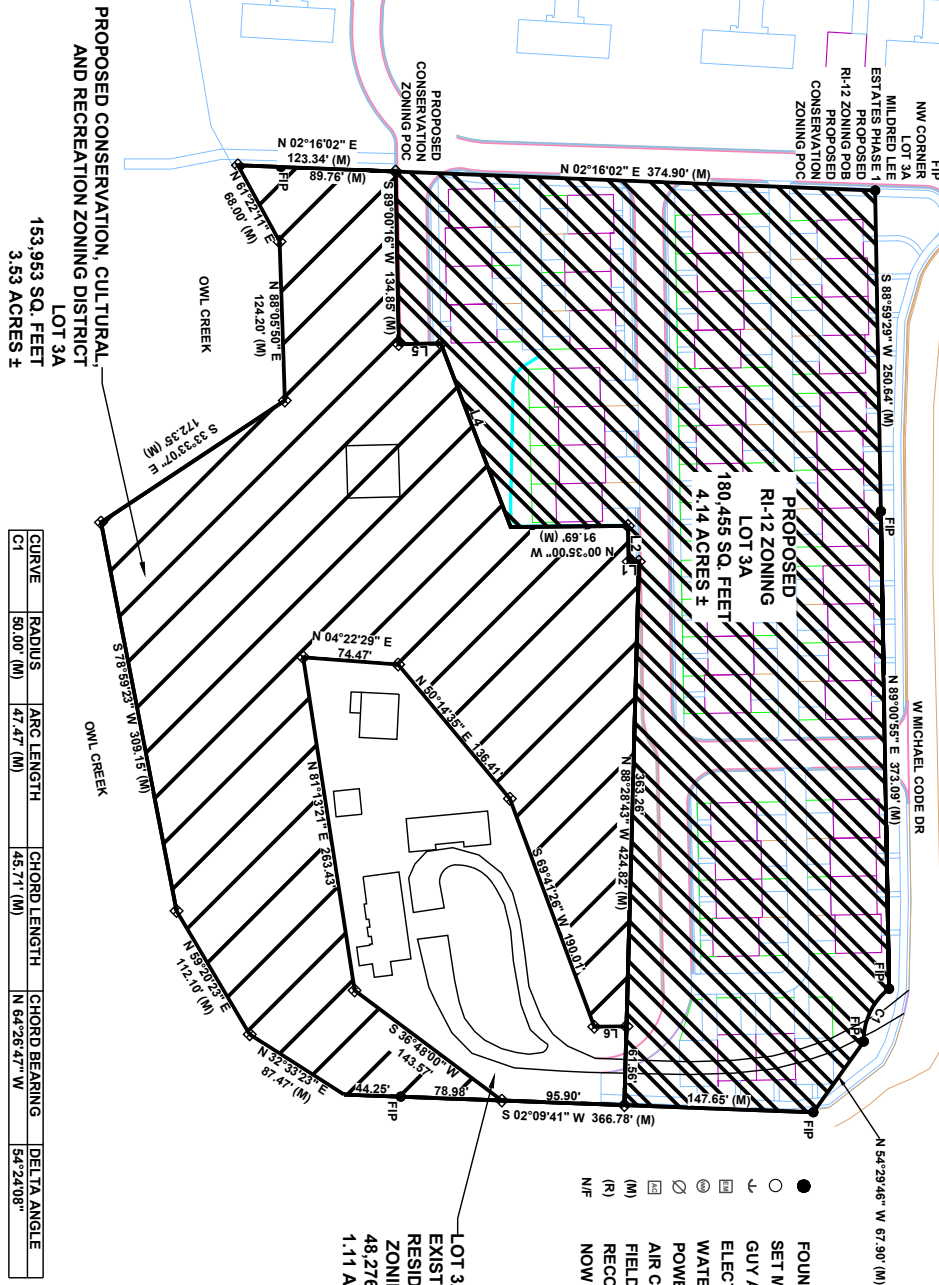
(in feet) 1 inch = 150 ft.

PAGE 1 OF 2

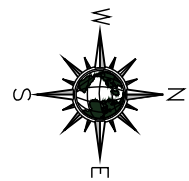
Certificate of Authorization № 2831

Date: 11/13/2025

BASIS OF BEARING:
ARKANSAS STATE PLANE,
COORDINATE SYSTEM,
(NAD-83) NORTH ZONE.



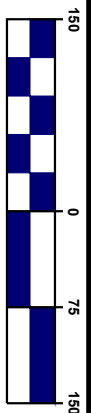
- LEGEND**
- FOUND MONUMENT AS-NOTED
 - SET MONUMENT AS-NOTED
 - ⌋ GUY ANCHOR
 - ⊞ ELECTRIC METER
 - ⊞ WATER METER
 - ⊞ POWER POLE
 - ⊞ AIR CONDITIONER
 - ⊞ FIELD MEASUREMENT
 - (R) RECORDED MEASUREMENT
 - N/F NOW OR FORMERLY
 - BOUNDARY LINE
 - CENTERLINE OF ROAD
 - RIGHT-OF-WAY (RW)
 - BUILDING SETBACK 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



Project Number:
23-120

Certificate of Authorization № 2831

PAGE 2 OF 2

Date: 11/13/2025

#7 Halsted Circle, Suite 210 • Rogers, Arkansas 72756 • 479.877.7388 Office

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).

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PROPOSED RI-12 ZONING
SURVEY DESCRIPTION

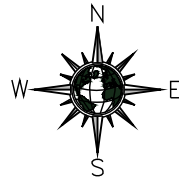
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PROPOSED CONSERVATION, CULTURAL,
AND RECREATION ZONING DISTRICT
SURVEY DESCRIPTION

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:

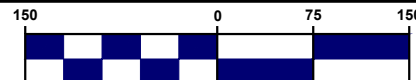
COMMENCING FROM THE NW CORNER OF LOT 3A IN MILDRED LEE ESTATES, PHASE 1; THENCE ALONG THE WEST LINE OF SAID LOT 3A S 02°16'02" W A DISTANCE OF 374.90' TO A POINT BEING THE POINT OF BEGINNING; THENCE LEAVING SAID WEST LINE N 89°00'16" E A DISTANCE OF 134.85' TO A POINT; THENCE N 00°48'53" W A DISTANCE 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

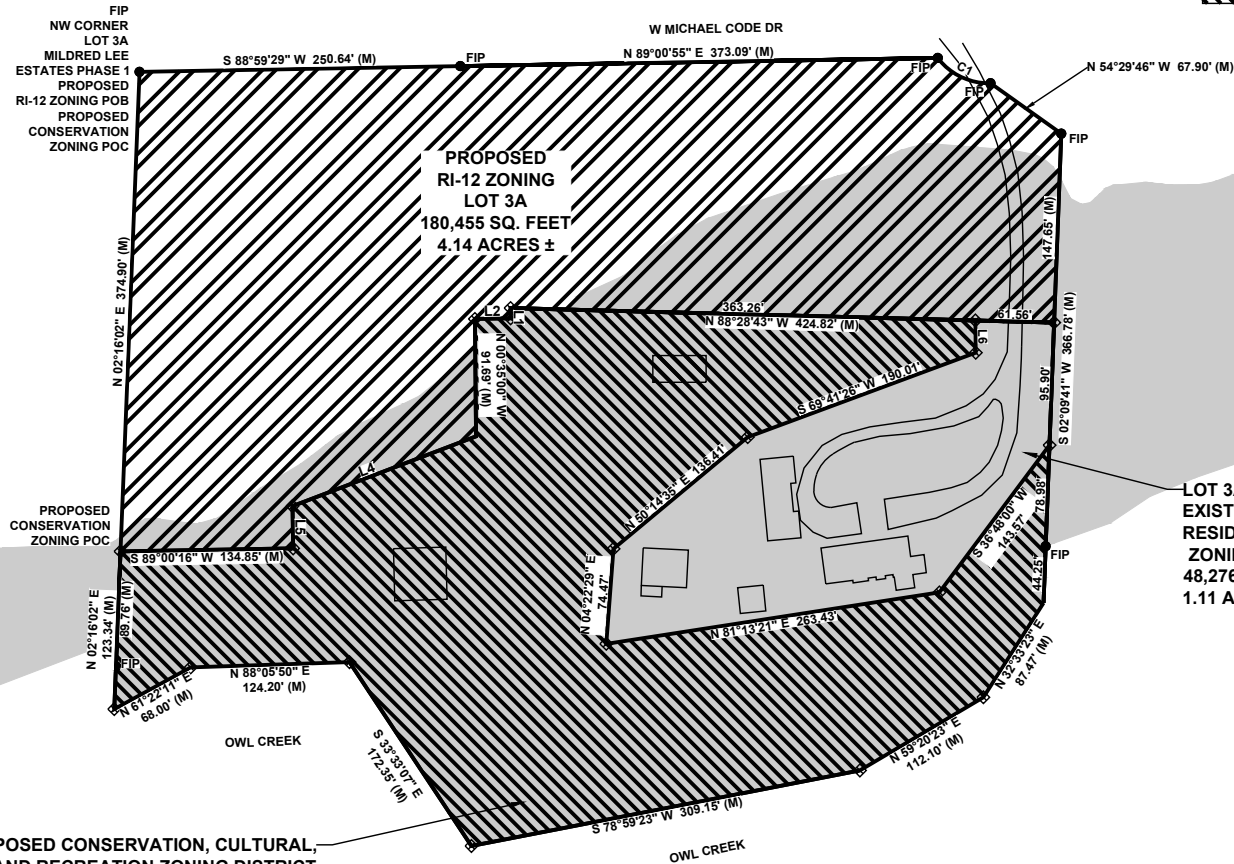
BASIS OF BEARING:
ARKANSAS STATE PLANE,
COORDINATE SYSTEM,
(NAD-83) NORTH ZONE.

- FOUND MONUMENT AS-NOTED
- SET MONUMENT AS-NOTED
- ↓ GUY ANCHOR
- ⊞ ELECTRIC METER
- ⊞ WATER METER
- ⊞ POWER POLE

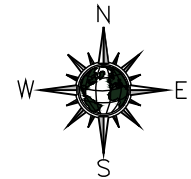
LEGEND

- ⊞ 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



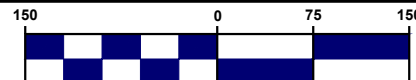
LOT 3A
EXISTING
RESIDENTIAL-AGRICULTURAL
ZONING
48,276 SQ. FEET
1.11 ACRES ±



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



PAGE 2 OF 2



Project Number:
23-120

Certificate of Authorization № 2831

Date: 01/09/2026

CONSERVATION EASEMENT

This **CONSERVATION EASEMENT** made this ____ day of _____, 2026 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 3.53 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. **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 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 Grantor shall retain all proceeds.

17. **Miscellaneous Provisions.**

17.1 **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.

17.2 **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.

17.3 **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.

17.4 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.

17.5 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.

17.6 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 _____, 2026.

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)
)
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 **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.

BASIS OF BEARING:
ARKANSAS STATE PLANE,
COORDINATE SYSTEM,
(NAD-83) NORTH ZONE.

DEED DESCRIPTION
FILE # 2025-00000131

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 023.73 FEET TO AN IRON PIN FOUND; THENCE ALONG A CURVE TO THE LEFT HAVING A DELTA OF 54°24'00", A RADIUS OF 30.00 FEET, ALONG A CHORD THAT BEARS S64°20'47"E 44.51 FEET, AN ARC DISTANCE OF 47.47 FEET TO AN IRON PIN FOUND; THENCE DEPARTING SAID SOUTH RIGHT-OF-WAY LINE S54°22'11"E 87.00 FEET TO AN IRON PIN FOUND; THENCE S92°08'41"W PASSING AT A DISTANCE OF 322.64 AN IRON PIN FOUND FOR TOTAL DISTANCE OF 366.78 FEET; THENCE S32°30'20"W 87.47 FEET; THENCE S89°20'23"W 112.90 FEET; THENCE S76°59'23"W 306.13 FEET; THENCE N37°30'17"W 172.35 FEET; THENCE S88°09'50"W 124.30 FEET; THENCE S81°22'11"W 68.00 FEET; THENCE N02°16'02"E PASSING AT A DISTANCE OF 33.98 FEET AN IRON PIN FOUND FOR A TOTAL DISTANCE OF 490.24 FEET TO THE POINT OF BEGINNING, CONTAINING 0.79 ACRES, MORE OR LESS, SUBJECT TO ANY EASEMENTS, COVENANTS OR RESTRICTIONS OF RECORD OR FACT.

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 #2025-00000131, 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 374.00' 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 07°40'33" W A DISTANCE OF 33.00' TO A POINT; THENCE N 89°11'20" E A DISTANCE OF 153.40' TO A POINT; THENCE N 00°32'00" W A DISTANCE OF 95.88' 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 6.00' TO A POINT; THENCE S 88°28'43" E A DISTANCE OF 383.36' TO A POINT; THENCE S 00°43'23" E A DISTANCE OF 25.19' TO A POINT; THENCE S 89°47'26" 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°22'37" W A DISTANCE OF 74.47' TO A POINT; THENCE N 81°12'21" E A DISTANCE OF 280.47' TO A POINT; THENCE N 36°14'00" E A DISTANCE OF 143.57' TO A POINT ON THE EAST LINE OF LOT 3A; THENCE ALONG SAID EAST LINE S 02°09'40" W A DISTANCE OF 123.23' TO THE SE CORNER OF LOT 3A; THENCE ALONG THE SOUTH LINE OF SAID LOT 5 S 32°32'33" W A DISTANCE OF 87.47' TO A POINT; THENCE S 59°20'20" W A DISTANCE OF 152.10' TO A POINT; THENCE S 78°02'23" W A DISTANCE OF 306.19' TO A POINT; THENCE S 37°30'17" W A DISTANCE OF 172.35' TO A POINT; THENCE S 88°09'50" W A DISTANCE OF 124.30' TO A POINT; THENCE S 81°22'11" W A DISTANCE OF 68.00' TO THE SW CORNER OF LOT 3A; THENCE ALONG THE WEST LINE OF SAID LOT 3A S 02°16'02" E A DISTANCE OF 374.00' TO THE POINT OF BEGINNING, CONTAINING 0.79 ACRES, MORE OR LESS.



- LEGEND**
- FOUND MONUMENT AS-NOTED
 - SET MONUMENT AS-NOTED
 - CENTERLINE OF ROAD
 - RIGHT-OF-WAY (R/W)
 - ▤ BUILDING SETBACK LINE
 - ▥ OVERHEAD POWER LINE
 - ▨ PROPOSED R-12 ZONING
 - ▩ PROPOSED CONSERVATION ZONING
 - POWER POLE
 - AIR CONDITIONER
 - ▤ FIELD MEASUREMENT
 - ▥ RECORDED MEASUREMENT
 - ▨ NOW OR FORMERLY

REZONE EXHIBIT



PAGE 1 OF 2

Project Number: 23-120

Certificate of Authorization No 2831

Date: 11/13/2025

#7 Halsted Circle, Suite 210 • Rogers, Arkansas 72756 • 479.877.7388 Office

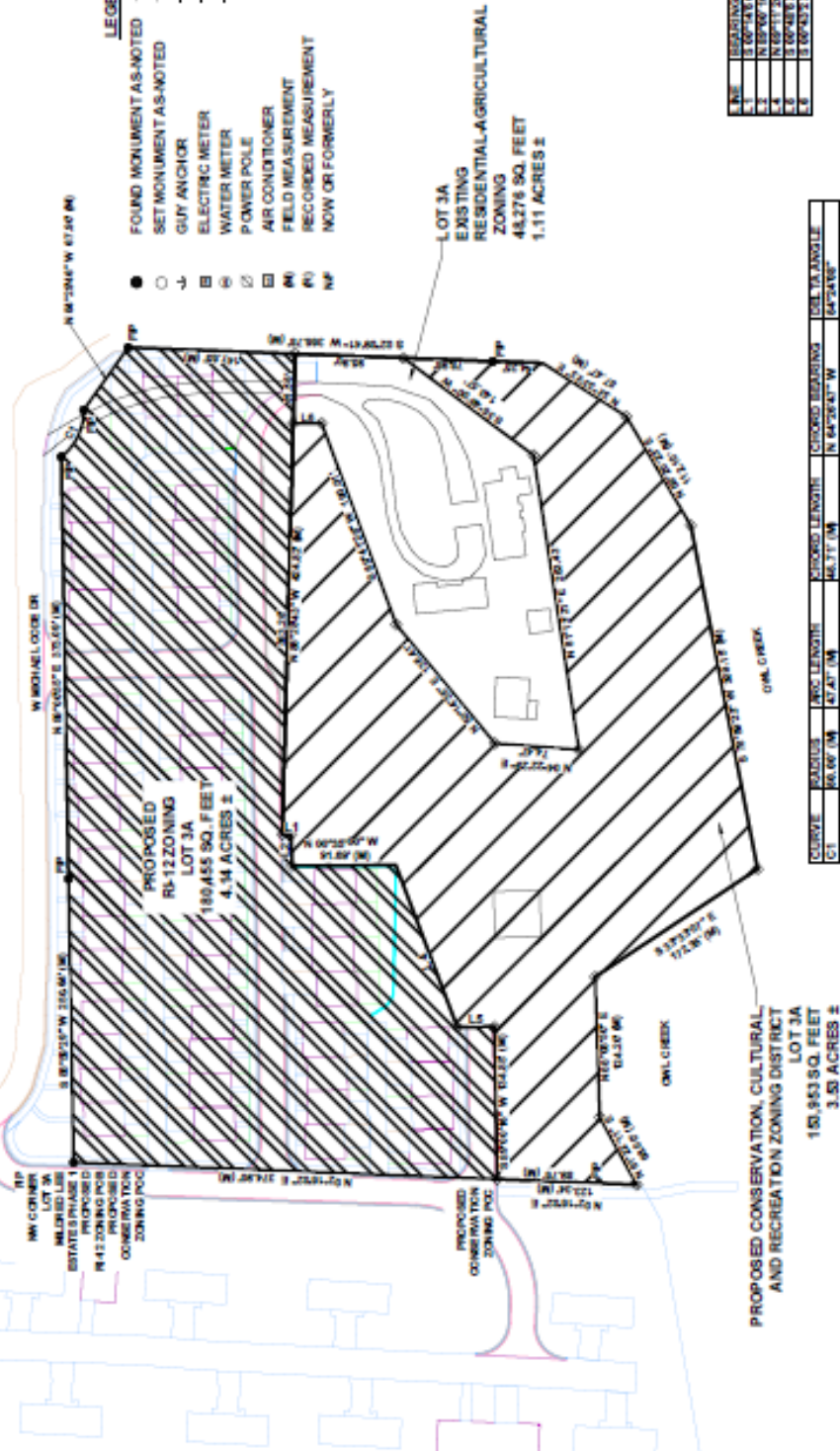


BASIS OF BEARING:
ARKANSAS STATE PLANE,
COORDINATE SYSTEM,
(NAD-83) NORTH ZONE.



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
R-12 ZONING |
| ⊞ AIR CONDITIONER | ■ PROPOSED
CONSERVATION ZONING |
| ⊞ FIELD MEASUREMENT
NOW OR FORMERLY | |



REZONE EXHIBIT



Project Number:
23-120

Certificate of Authorization No 2831

#7 Halsted Circle, Suite 210 • Rogers, Arkansas 72756 • 479.877.7388 Office

Date: 11/13/2025

PAGE 2 OF 2

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

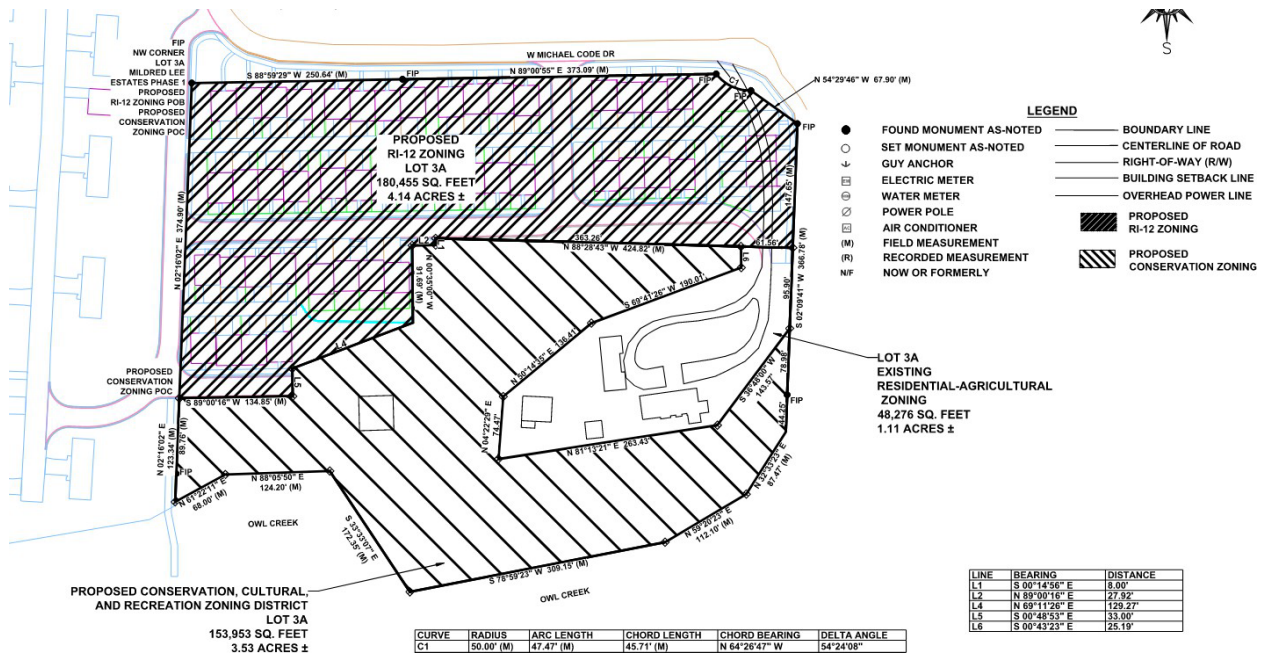


Exhibit 2 – Proposed Easement

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

This topographic map displays the study area, which is highlighted in yellow. The map shows contour lines indicating elevation, with values ranging from 1184 to 1211. The study area is located in the lower right portion of the map, near the confluence of a river or stream. The map also shows various other features, including roads, buildings, and vegetation. The yellow highlighted area is situated along a riverbank, with a road and some buildings nearby. The map is oriented with North at the top.

Exhibit 4 Water Flow

The following photos show current conditions of the site and reflect the variety of vegetation. The tree types found were Oak, Hickory and Sycamore.



















MEETING OF FEBRUARY 3, 2026

TO: Mayor Rawn and City Council

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

FROM: Wesley Frank, Planner

SUBJECT: **VAC-2025-0028: Vacation (SOUTHWEST OF W. CATO SPRINGS RD & S. EMMA AVE/WEAVER, 639): Submitted by GYANGYU ZHU-WEAVER for property located SOUTHWEST OF W. CATO SPRINGS RD & S. EMMA AVE in WARD 1. The properties are zoned RSF-4, RESIDENTIAL SINGLE-FAMILY, FOUR UNITS PER ACRE and contains approximately 0.19 and 0.21 acres. The request is to vacate 0.01 acres of right-of-way.**

RECOMMENDATION:

Staff and Planning Commission recommend approval of **VAC-2025-0028** as shown in the attached Exhibits 'A' and 'B', and with the following conditions of approval:

1. Any damage or relocation of existing facilities will be at the property owner/developer's expense;
2. A general utility easement shall be dedicated to cover the existing facilities along W. Cato Springs Rd as requested by AT&T.

BACKGROUND:

The subject property is in south Fayetteville, approximately 870 feet west of the W. Cato Springs Rd and S. School Avenue intersection. Both properties are zoned Residential Single-Family, 4 Units per Acre. Following a lot split (LSP-2024-0039), the W. Cato Springs property was subdivided, with the western half remaining undeveloped and the eastern half, 2101 S. Emma Ave, developed with a single-family dwelling constructed in 1974. A conditional use permit (CUP-2025-0047) for a two-family home was approved by the Planning Commission in October of 2025 for the property. The street right-of-way was originally platted in 1958 as part of the Meadowlark addition.

Request: The applicant proposes to vacate a 0.01-acre portion of right-of-way along W. Cato Springs that extends along two properties.

DISCUSSION:

Staff supports the applicant's request to vacate this right-of-way. The existing right-of-way exceeds what is typically required for a Neighborhood Link street, which is W. Cato Spring's Master Street Plan designation. The City's Transportation Division initially expressed opposition to the request, finding that a vacation at this width may misalign any future developed sidewalk along W. Cato Springs with what exists. In evaluating the concern, both planning and engineering staff are in support of the vacation request because the existing right-

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov

of-way (37.35') is greater than what is required for the Neighborhood Link street (33.5') that the property fronts. Further, any sidewalk required to be built with associated development along W. Cato Springs would be required to be built at the back of the master street plan right-of-way, not the existing right-of-way. The applicant is only requesting to vacate right-of-way to align with the typical dimension.

At the December 8, 2025 Planning Commission meeting, this item was forwarded to City Council with a recommendation of approval with a vote of 6-1-0 (Chair Brink dissented). No public comment was provided during the public meeting.

At the January 6, 2026 City Council meeting, VAC-2025-0028 was approved; however, the legal description for 2101 S. Emma Ave. was not included in the submittal. Both properties' legal descriptions have been included on this item to redress the issue and consolidate potential approval of the vacation into one ordinance.

BUDGET/STAFF IMPACT:

N/A

ATTACHMENTS: 3. Staff Review Form, 4. Exhibit A, 5. Exhibit B, 6. Staff Report

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 #: 2026-107

AN ORDINANCE TO APPROVE VAC-25-28 FOR PROPERTY LOCATED SOUTHWEST OF WEST CATO SPRINGS ROAD AND SOUTH EMMA AVENUE IN WARD 1 TO VACATE 0.01 ACRES OF RIGHT-OF-WAY

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

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

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

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

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

Section 3: This vacation approval is subject to the following conditions:

1. Any damage to or relocation of existing facilities will be at the property owner/developer's expense.
2. A general utility easement shall be dedicated to cover the existing facilities along West Cato Springs Road, as requested by AT&T.

City of Fayetteville Staff Review Form

2026-107

Item ID

2/3/2026

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

Jonathan Curth

1/14/2026

DEVELOPMENT REVIEW (630)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

VAC-2025-0028: Vacation (SOUTHWEST OF W. CATO SPRINGS RD & S. EMMA AVE/WEAVER, 639): Submitted by GYANGYU ZHU-WEAVER for property located SOUTHWEST OF W. CATO SPRINGS RD & S. EMMA AVE in WARD 1. The properties are zoned RSF-4, RESIDENTIAL SINGLE-FAMILY, FOUR UNITS PER ACRE and contains approximately 0.19 and 0.21 acres. The request is to vacate 0.01 acres of right-of-way.

Budget Impact:

Account Number

Fund

Project Number

Project Title

Budgeted Item? No

Total Amended Budget

\$ -

Expenses (Actual+Encum)

\$ -

Available Budget

\$ -

Does item have a direct cost? No

Item Cost

\$ -

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ -

V20221130

Purchase Order Number:

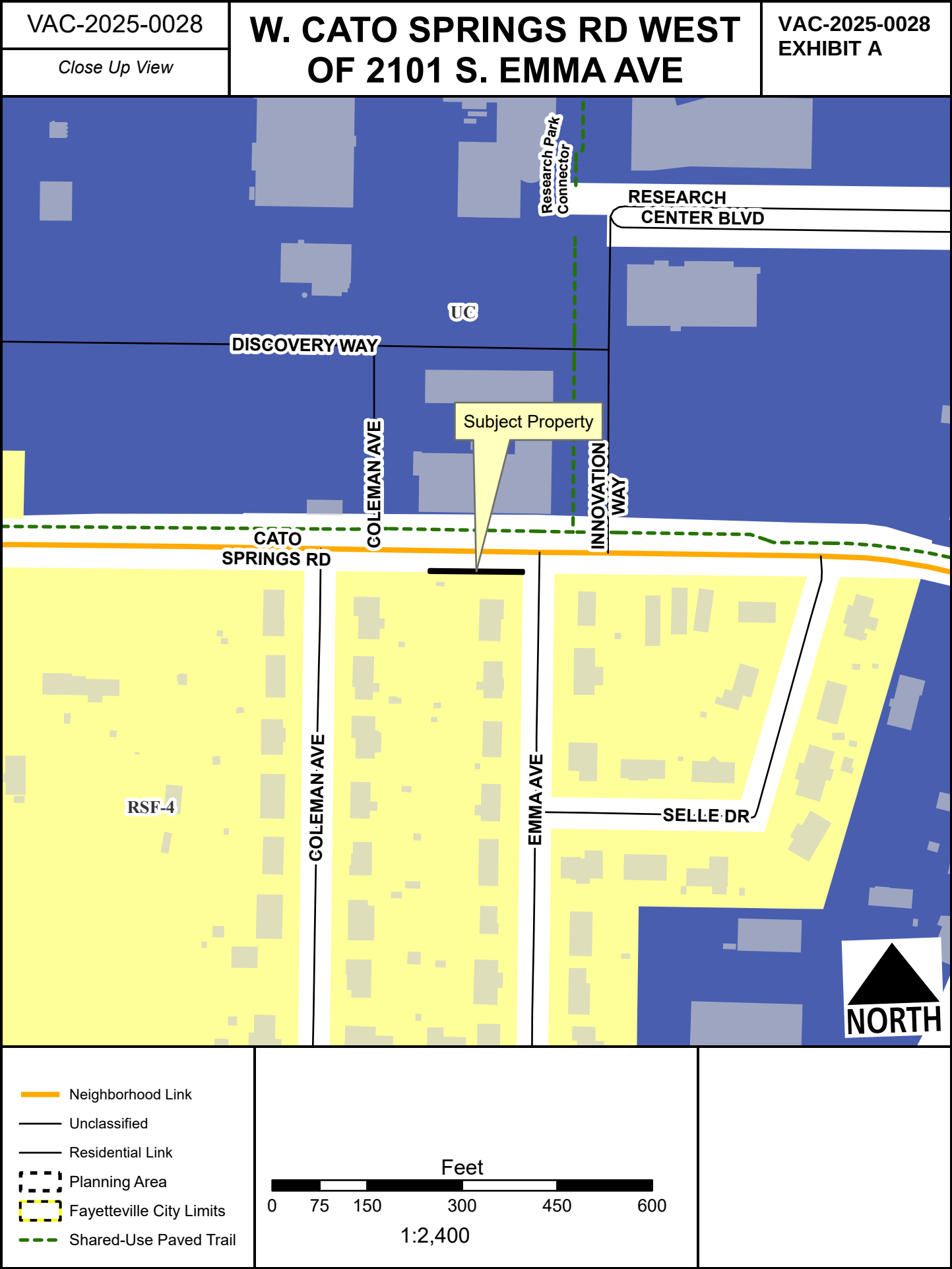
Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:



AREA OF EXISTING RIGHT-OF-WAY TO BE VACATED – ADJACENT TO LOT 2A (645 W. CATO SPRINGS RD, PARCEL # 765-08310-001)

A portion of the existing public right-of-way lying along the southerly boundary of West Cato Springs Road, adjacent to Lot 2A, Block 7, Meadowlark Addition to the City of Fayetteville, Washington County, Arkansas, as shown on the plat of said subdivision recorded in Book 3, Page 379, and on the recorded lot-split survey of Meadowlark Addition Lot 2 into Lots 2A and 2B, on file in the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas, said portion being vacated being more particularly described as follows:

Beginning at the northwest corner of said Lot 2A, said point being on the current southerly right-of-way line of West Cato Springs Road and the **POINT OF BEGINNING**;
thence **S 87°08'26" E** along said existing right-of-way 80.00 feet to the northeast corner of said lot;
thence **N 03°08'03" E** 3.85 feet to a point on the proposed Master Street Plan (MSP) right-of-way line located 33.5 feet south of the centerline of West Cato Springs Road;
thence **N 87°08'26" W** along said proposed right-of-way line 80.00 feet to a point 3.80 feet north of the point of beginning;
thence **S 03°08'03" W** 3.80 feet to the point of beginning.

Containing approximately **308 square feet (0.0071 acres)**, more or less.

This description is derived from the recorded lot-split survey for Lots 2A and 2B, Block 7, Meadowlark Addition, and reflects the difference between the existing right-of-way (approximately 37.3 feet from the centerline of West Cato Springs Road) and the 33.5-foot Master Street Plan right-of-way standard.

AREA OF EXISTING RIGHT-OF-WAY TO BE VACATED – ADJACENT to LOT 2B (2101 S. EMMA AVE, PARCEL # 765-08310-000)

A portion of the existing public right-of-way lying along the southerly boundary of West Cato Springs Road, adjacent to Lot 2B, Block 7, Meadowlark Addition to the City of Fayetteville, Washington County, Arkansas, as shown on the plat of said subdivision recorded in Book 3, Page 379, and on the recorded lot-split survey of Meadowlark Addition Lot 2 into Lots 2A and 2B, on file in the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas, said portion being vacated being more particularly described as follows:

Beginning at the northwest corner of said Lot 2B, said point being on the current southerly right-of-way line of West Cato Springs Road and the **POINT OF BEGINNING**;
thence **S 87°08'26" E** along said existing right-of-way 68.10 feet to the northeast corner of said lot at South Emma Avenue;
thence **N 03°08'03" E** 3.90 feet to a point on the proposed Master Street Plan (MSP) right-of-way line located 33.5 feet south of the centerline of West Cato Springs Road;
thence **N 87°08'26" W** along said proposed right-of-way line 68.10 feet to a point 3.85 feet north of the point of beginning;
thence **S 03°08'03" W** 3.85 feet to the point of beginning.

Containing approximately **266 square feet (0.0061 acres)**, more or less.

This description is derived from the recorded lot-split survey for Lots 2A and 2B, Block 7, Meadowlark Addition, and reflects the difference between the existing right-of-way (approximately 37.4 feet from the centerline of West Cato Springs Road) and the 33.5-foot Master Street Plan right-of-way standard.



TO: Fayetteville Planning Commission

THRU: Jessie Masters, Planning Director

FROM: Wesley Frank, Planner

MEETING DATE: December 8, 2025 **Updated w/ meeting results**

SUBJECT: **VAC-2025-0028: Vacation (SOUTHWEST OF W. CATO SPRINGS RD & S. EMMA AVE/WEAVER, 639):** Submitted by GYANGYU ZHU-WEAVER for property located SOUTHWEST OF W. CATO SPRINGS RD & S. EMMA AVE. The properties are zoned RSF-4, RESIDENTIAL SINGLE-FAMILY, FOUR UNITS PER ACRE and contains approximately 0.19 and 0.21 acres. The request is to vacate 0.01 acres of right-of-way.

RECOMMENDATION:

Staff recommends forwarding **VAC-2025-0028** to City Council with a recommendation of approval, with conditions.

RECOMMENDED MOTION:

"I move to forward **VAC-2025-0028** to City Council with a recommendation of approval and with conditions as recommended by staff."

BACKGROUND:

The subject properties are in south Fayetteville approximately 870 feet west of the W. Cato Springs Rd and S. School Avenue intersection. Both properties are zoned Residential Single-Family, 4 Units per Acre. Following a lot split (LSP-2024-0039), the W. Cato Springs property is undeveloped and the 2101 S. Emma Ave property is developed with a single-family dwelling that was constructed in 1974. A conditional use permit (CUP-2025-0047) for a two-family home was approved at the W. Cato Springs property. The street right-of-way was originally platted in 1958 as part of the Meadowlark addition. Surrounding land uses and zoning are depicted in *Table 1*.

Table 1:
Surrounding Land Use and Zoning

Direction	Land Use	Zoning
North	University of Arkansas – Research & Technology Park	UC, Urban Corridor
South	Single-family Residential	RSF-4, Residential Single Family, 4 Units per Acre
West	Single-family Residential	RSF-4, Residential Single Family, 4 Units per Acre
East	Single-family Residential	RSF-4, Residential Single Family, 4 Units per Acre

Proposal: The applicant proposes to vacate a 0.01-acre portion of right-of-way along W. Cato Springs that extends along two properties.

DISCUSSION:

Staff supports the applicant's request to vacate this right-of-way. The existing right-of-way exceeds what is typically required for a Neighborhood Link street. The City's Transportation Division expressed opposition to the request, finding that a vacation at this width may misalign any future developed sidewalk along W. Cato Springs with what is existing. With that said, both planning and engineering staff is in support of the vacation request because the existing right-of-way (37.35') is greater than what is required for the Neighborhood Link street (33.5') that the property fronts. Further, any sidewalk required to be built with associated development along W. Cato Springs would be required to be built at the back of the master street plan right-of-way. The applicant is only requesting to vacate right-of-way to align with the typical dimension.

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

<u>Utility</u>	<u>Response</u>
Cox Communications	No objections, provided that any damage or relocation of existing facilities will be at the property owner/developer's expense.
AEP/SWEPCO	No objections and no comments.
Black Hills Energy	No objections and no comments.
AT&T	No objections, provided that the abandoned right-of-way is converted to a general utility easement to cover the existing AT&T facilities there.
Ozarks Electric	No objections and no comments.
<u>City of Fayetteville</u>	<u>Response</u>
Water/Sewer	No objections and no comments.
Solid Waste & Recycling	No objections and no comments.
Transportation	Objects to the application, stating that a vacation would require a change in the alignment of the sidewalk along W. Cato Springs Rd.

Public Comment: No public comment has been received.

RECOMMENDATION: Staff recommends approval of **VAC-2025-0028**. Should the Planning Commission choose to forward, staff recommends the following conditions:

Conditions of Approval:

1. Any damage or relocation of existing facilities will be at the property owner/developer's expense;
2. A general utility easement shall be dedicated to cover the existing facilities along W. Cato Springs Rd as requested by AT&T.

PLANNING COMMISSION ACTION: Required YES

Date: December 8, 2025 ☐ Tabled ☒ Forwarded ☐ Denied

Motion: **Cabe**

Second: **Castin**

Vote: **6-1-0 (Brink dissented)**

BUDGET/STAFF IMPACT:

None

ATTACHMENTS:

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

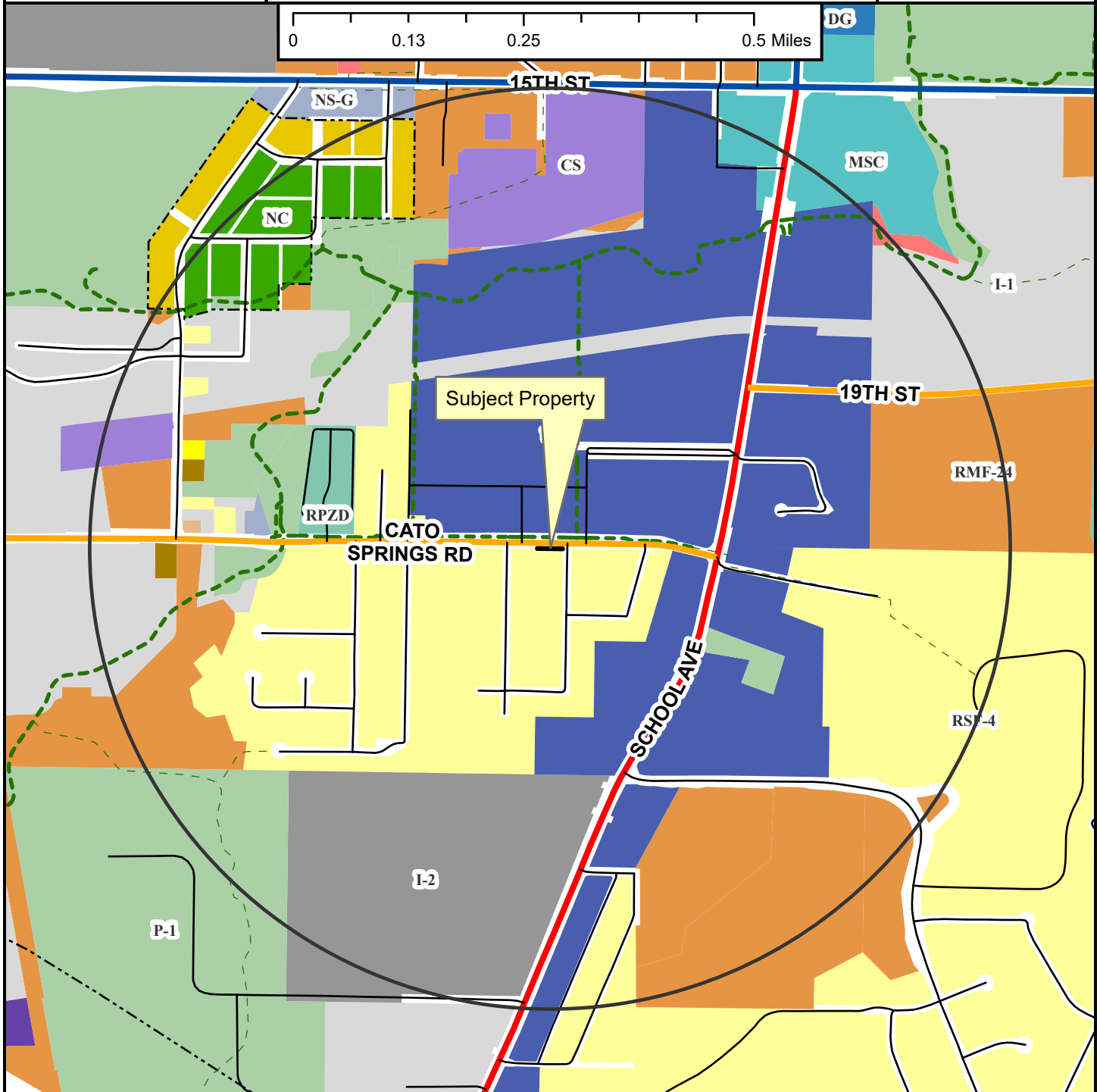
VAC-2025-0028

One Mile View

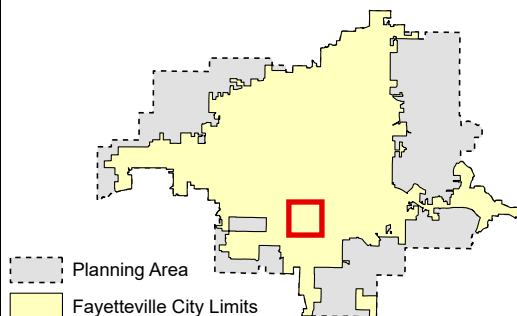
W. CATO SPRINGS RD WEST OF 2101 S. EMMA AVE

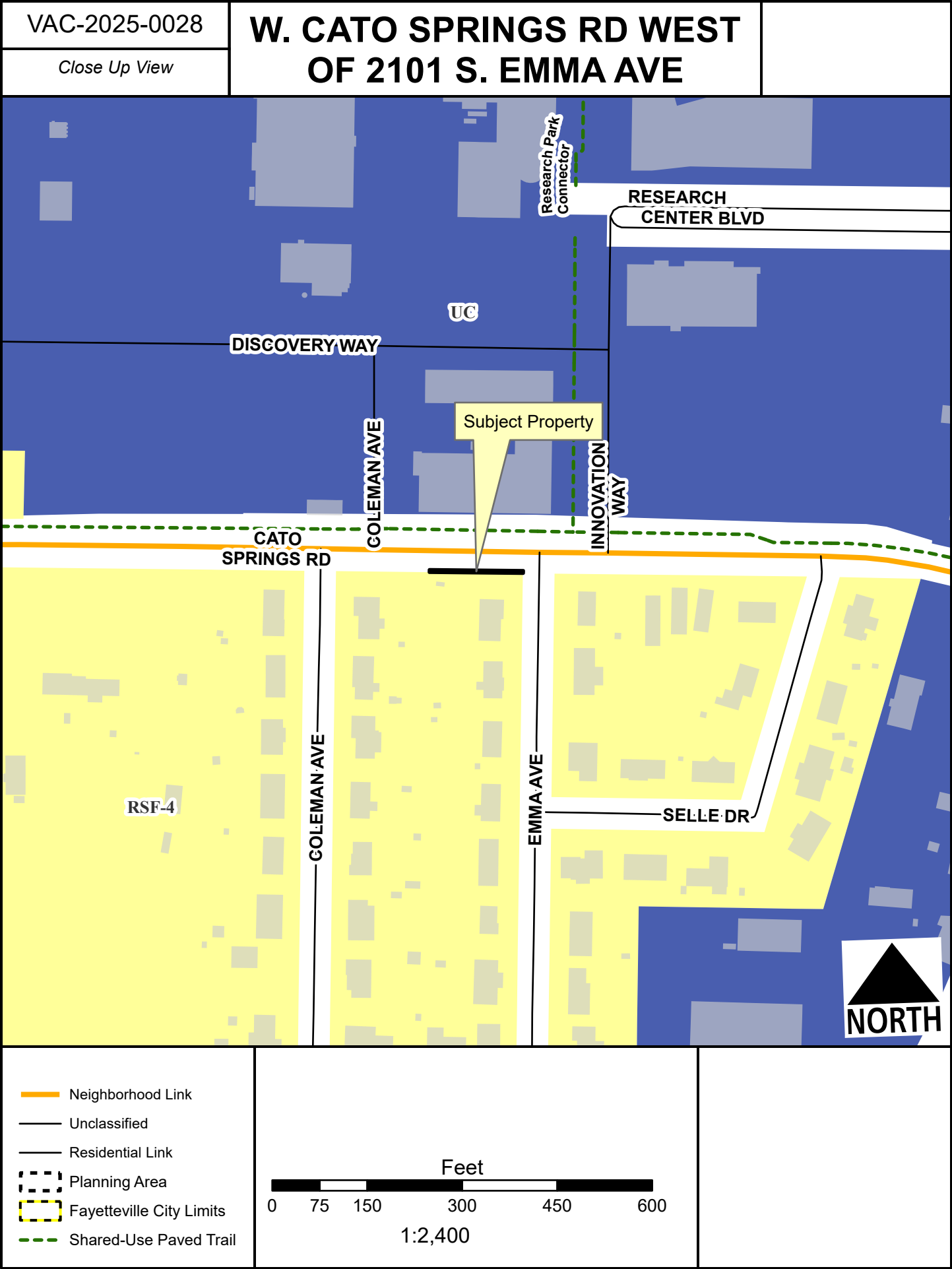


0 0.13 0.25 0.5 Miles



- Regional Link
- 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





VAC-2025-0028

Current Land Use

W. CATO SPRINGS RD WEST OF 2101 S. EMMA AVE



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



FEMA Flood Hazard Data

- 100-Year Floodplain
- Floodway

PETITION TO VACATE

A PORTION OF RIGHT-OF-WAY ALONG THE SOUTHERLY FRONTAGE OF W CATO SPRINGS ROAD

Adjacent to Lot 2A, Block 7, Meadowlark Addition, City of Fayetteville, Arkansas

TO:

The Fayetteville City Planning Commission and

The Fayetteville City Council

We, the undersigned, being the owners of the real estate abutting the right-of-way hereinafter sought to be vacated, lying along the southerly frontage of W Cato Springs Road, adjacent to Lot 2A, Block 7, Meadowlark Addition to the City of Fayetteville, Arkansas, hereby petition the City to vacate the following described portion of public right-of-way:

Legal Description of Area to Be Vacated

A portion of the existing public right-of-way lying along the southerly boundary of West Cato Springs Road, adjacent to Lot 2A, Block 7, Meadowlark Addition to the City of Fayetteville, Washington County, Arkansas, as shown on the plat of said subdivision recorded in Book 3, Page 379, and on the recorded lot-split survey of Meadowlark Addition Lot 2 into Lots 2A and 2B, on file in the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas, said portion being vacated being more particularly described as follows:

Beginning at the northwest corner of said Lot 2A, said point being on the current southerly right-of-way line of West Cato Springs Road and the **POINT OF BEGINNING**;
thence **S 87°08'26" E** along said existing right-of-way 80.00 feet to the northeast corner of said lot;
thence **N 03°08'03" E** 3.85 feet to a point on the proposed Master Street Plan (MSP) right-of-way line located 33.5 feet south of the centerline of West Cato Springs Road;
thence **N 87°08'26" W** along said proposed right-of-way line 80.00 feet to a point 3.80 feet north of the point of beginning;
thence **S 03°08'03" W** 3.80 feet to the point of beginning.

Containing approximately **308 square feet (0.0071 acres)**, more or less.

This description is derived from the recorded lot-split survey for Lots 2A and 2B, Block 7, Meadowlark Addition, and reflects the difference between the existing right-of-way (approximately 37.3 feet from the centerline of West Cato Springs Road) and the 33.5-foot Master Street Plan right-of-way standard.

Statement of Purpose

The abutting real estate affected by said vacation is Lot 2A, Block 7, Meadowlark Addition (Parcel # 765-08310-001), located at 645 W Cato Springs Road, Fayetteville, AR 72701.

The existing right-of-way extends 37.3' to 37.35' south of the roadway centerline, exceeding the Master Street Plan (MSP) Right-of-Way of 33.5' by 3.8' to 3.85'.

This petition seeks to vacate that narrow excess strip to align the property boundary with the City's adopted MSP Right-of-Way.

Vacating this minor portion will not affect any utilities, drainage facilities, or public access.

This adjustment will maintain the existing 15' front setback measured from the MSP right-of-way, ensuring continued compliance with RSF-4 zoning and the City's Neighborhood Link Street standards.

WHEREFORE

The undersigned petitioners respectfully pray that the governing body of the City of Fayetteville, Arkansas, abandon and vacate the above-described portion of public right-of-way, and that title to the vacated area be vested in the abutting property owners as provided by law.

Dated this 29 day of Oct, 2025.

Printed Name

Christina Zhu-Weaver

Signature: Guangyu Zhu-Weaver

Printed Name

Jesse Weaver

Signature: Jesse Weaver

PETITION TO VACATE

A PORTION OF RIGHT-OF-WAY ALONG THE SOUTHERLY FRONTAGE OF W CATO SPRINGS ROAD

Adjacent to Lot 2B, Block 7, Meadowlark Addition, City of Fayetteville, Arkansas

TO:

The Fayetteville City Planning Commission and

The Fayetteville City Council

We, the undersigned, being the owners of the real estate abutting the right-of-way hereinafter sought to be vacated, lying along the southerly frontage of W Cato Springs Road, adjacent to Lot 2B, Block 7, Meadowlark Addition to the City of Fayetteville, Arkansas, hereby petition the City to vacate the following described portion of public right-of-way:

Legal Description of Area to Be Vacated

A portion of the existing public right-of-way lying along the southerly boundary of West Cato Springs Road, adjacent to Lot 2B, Block 7, Meadowlark Addition to the City of Fayetteville, Washington County, Arkansas, as shown on the plat of said subdivision recorded in Book 3, Page 379, and on the recorded lot-split survey of Meadowlark Addition Lot 2 into Lots 2A and 2B, on file in the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas, said portion being vacated being more particularly described as follows:

Beginning at the northwest corner of said Lot 2B, said point being on the current southerly right-of-way line of West Cato Springs Road and the **POINT OF BEGINNING** ;
thence **S 87°08'26" E** along said existing right-of-way 68.10 feet to the northeast corner of said lot at South Emma Avenue;
thence **N 03°08'03" E** 3.90 feet to a point on the proposed Master Street Plan (MSP) right-of-way line located 33.5 feet south of the centerline of West Cato Springs Road;
thence **N 87°08'26" W** along said proposed right-of-way line 68.10 feet to a point 3.85 feet north of the point of beginning;
thence **S 03°08'03" W** 3.85 feet to the point of beginning.

Containing approximately **266 square feet (0.0061 acres)** , more or less.

This description is derived from the recorded lot-split survey for Lots 2A and 2B, Block 7, Meadowlark Addition, and reflects the difference between the existing right-of-way (approximately 37.4 feet from the centerline of West Cato Springs Road) and the 33.5-foot Master Street Plan right-of-way standard.

Statement of Purpose

The abutting real estate affected by said vacation is Lot 2B, Block 7, Meadowlark Addition (Parcel # 765-08310-000), located at 2101 S Emma Avenue, Fayetteville, AR 72701.

The existing right-of-way extends 37.35' to 37.4' south of the roadway centerline, exceeding the Master Street Plan (MSP) Right-of-Way of 33.5' by 3.85' to 3.9'.

This petition seeks to vacate that narrow excess strip to align the property boundary with the City's adopted MSP Right-of-Way.

Vacating this minor portion will not affect any utilities, drainage facilities, or public access.

The property is zoned RSF-4 (Residential Single-Family – Four Units per Acre) and maintains a 15' front setback measured from the existing S Emma Avenue right-of-way and a 15' side setback measured from the MSP W Cato Springs Road right-of-way.

These setbacks ensure that all existing structures remain well outside both public right-of-way limits.

WHEREFORE

The undersigned petitioners respectfully pray that the governing body of the City of Fayetteville, Arkansas, abandon and vacate the above-described portion of public right-of-way, and that title to the vacated area be vested in the abutting property owners as provided by law.

Dated this 10 day of 29, 2025.

Printed Name

Christina Zhu-Weaver

Signature: *Guangyu Zhu-Weaver*

Printed Name

Jesse Weaver

Signature: Jesse Weaver

Date: October 29, 2025

To:

Planning Commissioners and City Council Members

City of Fayetteville, Arkansas

113 W Mountain Street

Fayetteville, AR 72701

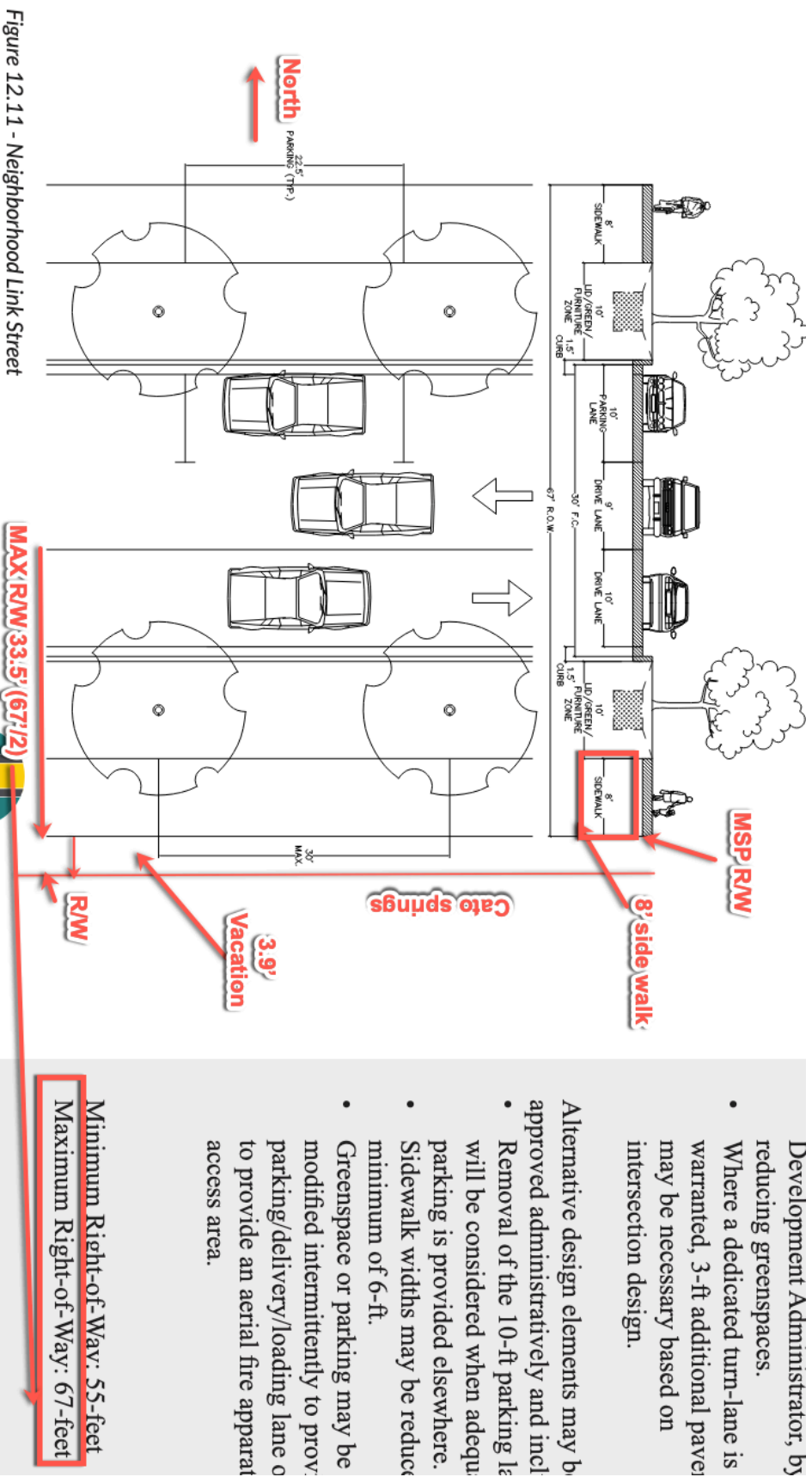
Subject: **Request for Right-of-Way (ROW) Adjustment to Align with Master Street Plan (MSP) Right-of-Way**

Dear Planning Commissioners and City Council Members,

I respectfully request approval for a Right-of-Way (ROW) adjustment along the W Cato Springs Road frontage of **2101 S Emma Avenue** (Parcel #765-08310-000) to align the property boundary with the City of Fayetteville's Master Street Plan (MSP) Right-of-Way (ROW).

Background and Purpose

W Cato Springs Road is classified as a [Neighborhood Link Street](#) under the City's MSP, which defines a total Maximum ROW width of 67', extending 33.5' south from the roadway centerline.



The recorded survey (see [645 W Cato Springs & 2101 S Emma Survey](#)) shows the existing ROW extending 37.35' from the roadway centerline at the northwest corner and 37.4' at the northeast corner.

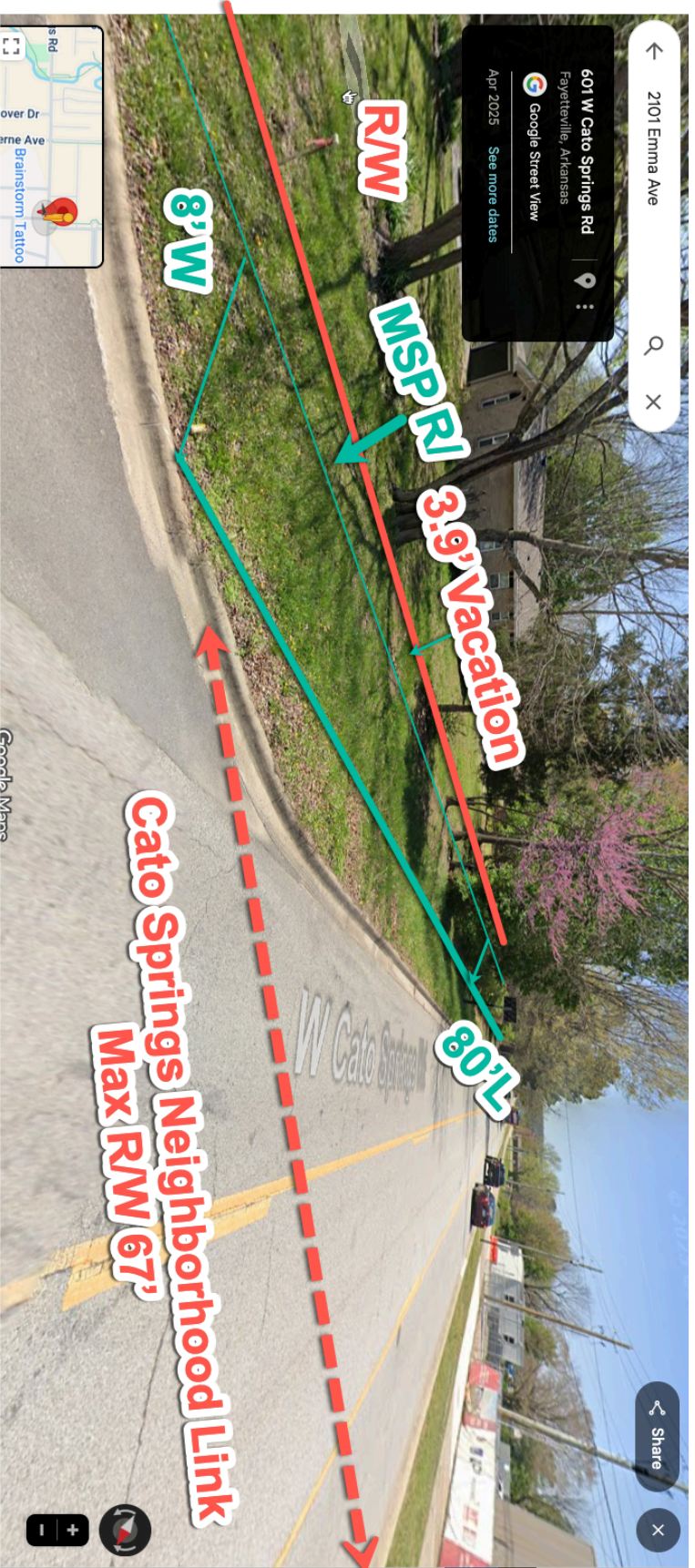
These measurements exceed the MSP ROW by 3.85' and 3.9', respectively.

The property is zoned RSF-4 (Residential Single-Family – Four Units per Acre) and currently contains an existing single-family home built in 1974 with 1,290 sq ft of living area.

Per current zoning standards, the site maintains a 15' front setback measured from the existing S Emma Avenue right-of-way and a 15' side setback measured from the existing W Cato Springs Road right-of-way. These setbacks ensure that all existing structures remain well outside both public right-of-way limits.



The requested ROW adjustment will simply align the W Cato Springs frontage with the adopted 33.5' MSP Right-of-Way, consistent with the City's Master Street Plan R/W and existing development standards.



Public Benefit and Policy Alignment

- Aligns the W Cato Springs Road frontage with the City's MSP Right-of-Way.
- Maintains all public access, drainage, and utility infrastructure.

- Promotes consistent corridor design and simplifies future infrastructure coordination.
- Advances City Plan 2040 Goals 3.1 and 4.2 by supporting efficient use of existing infrastructure.

Conclusion

This request corrects a minor survey discrepancy and aligns the W Cato Springs frontage with the City's adopted MSP Right-of-Way (33.5' from centerline).

It does not alter existing improvements but ensures consistency with the City's approved Neighborhood Link Street cross-section, setback standards, and RSF-4 zoning requirements.

I respectfully request your approval.

Thank you for your consideration.

Sincerely,

Christina Zhu-Weaver

Apple Lily Management Company LLC

Date: October 29, 2025

To:

Planning Commissioners and City Council Members

City of Fayetteville, Arkansas

113 W Mountain Street

Fayetteville, AR 72701

Subject: Request for Right-of-Way (ROW) Adjustment to Align with Master Street Plan (MSP) Right-of-Way

Dear Planning Commissioners and City Council Members,

I respectfully request approval to vacate a narrow strip of Right-of-Way along the **W Cato Springs Road** frontage of **645 W Cato Springs Road (Parcel #765-08310-001)** to align the property boundary with the City of Fayetteville's **Master Street Plan (MSP) Right-of-Way (ROW)**.

Background and Purpose

W Cato Springs Road is classified as a [Neighborhood Link Street](#) under the City's MSP, which defines a total Maximum ROW width of **67'**, extending **33.5'** south from the roadway centerline.

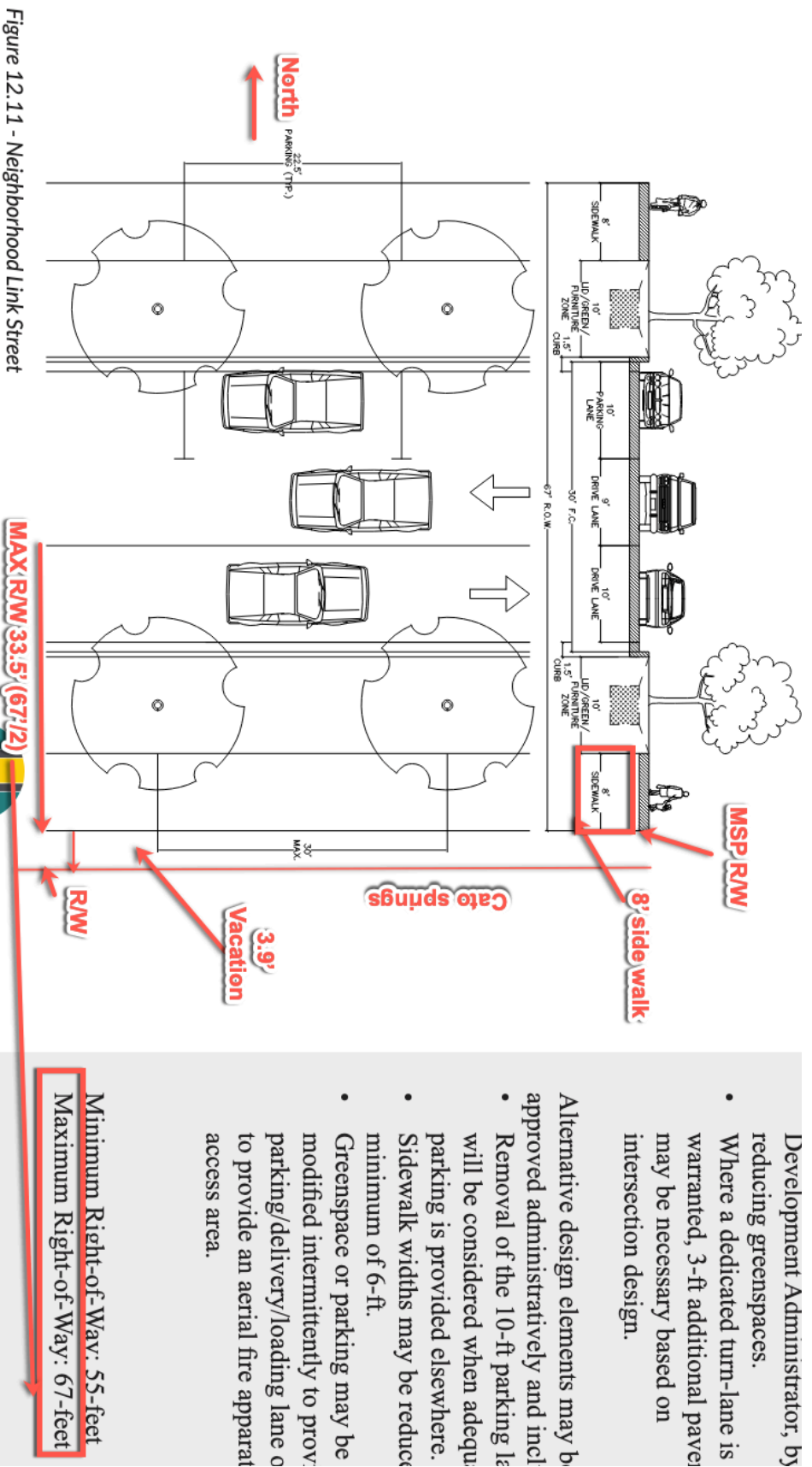
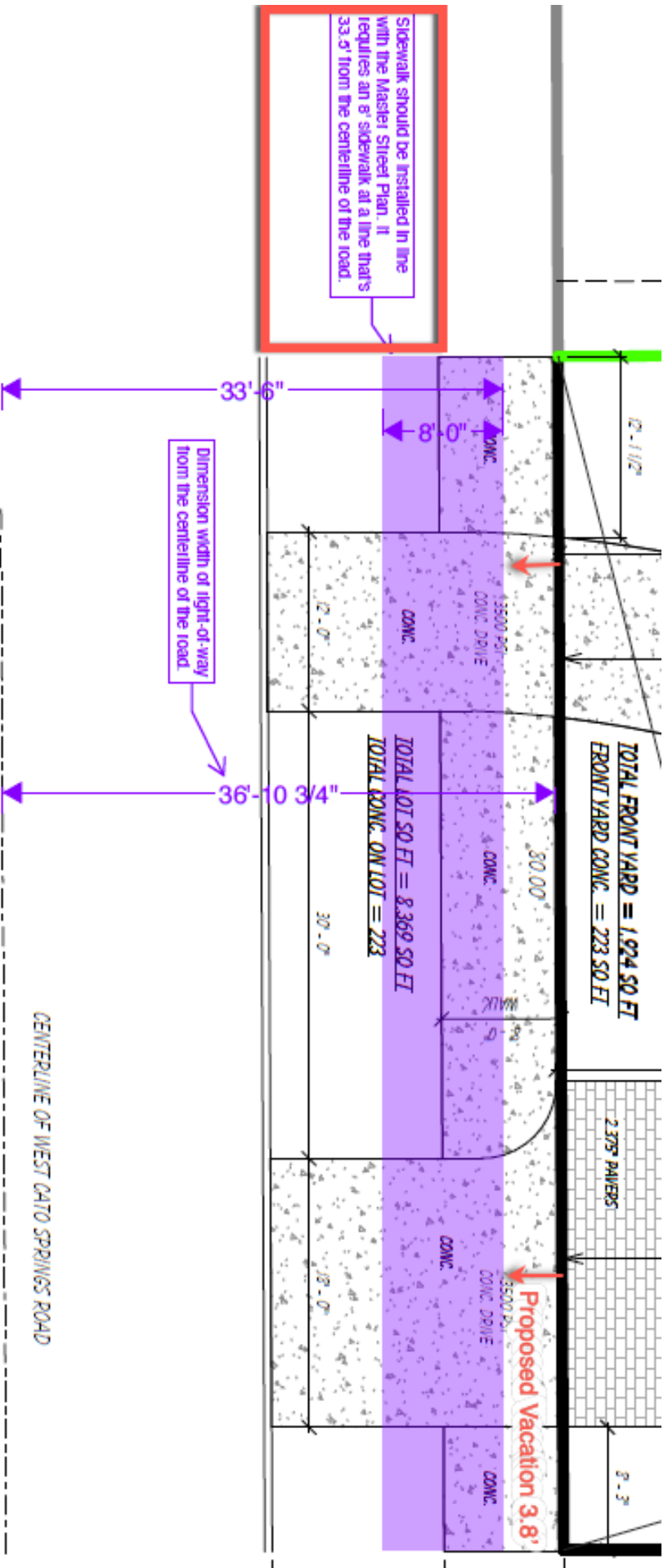


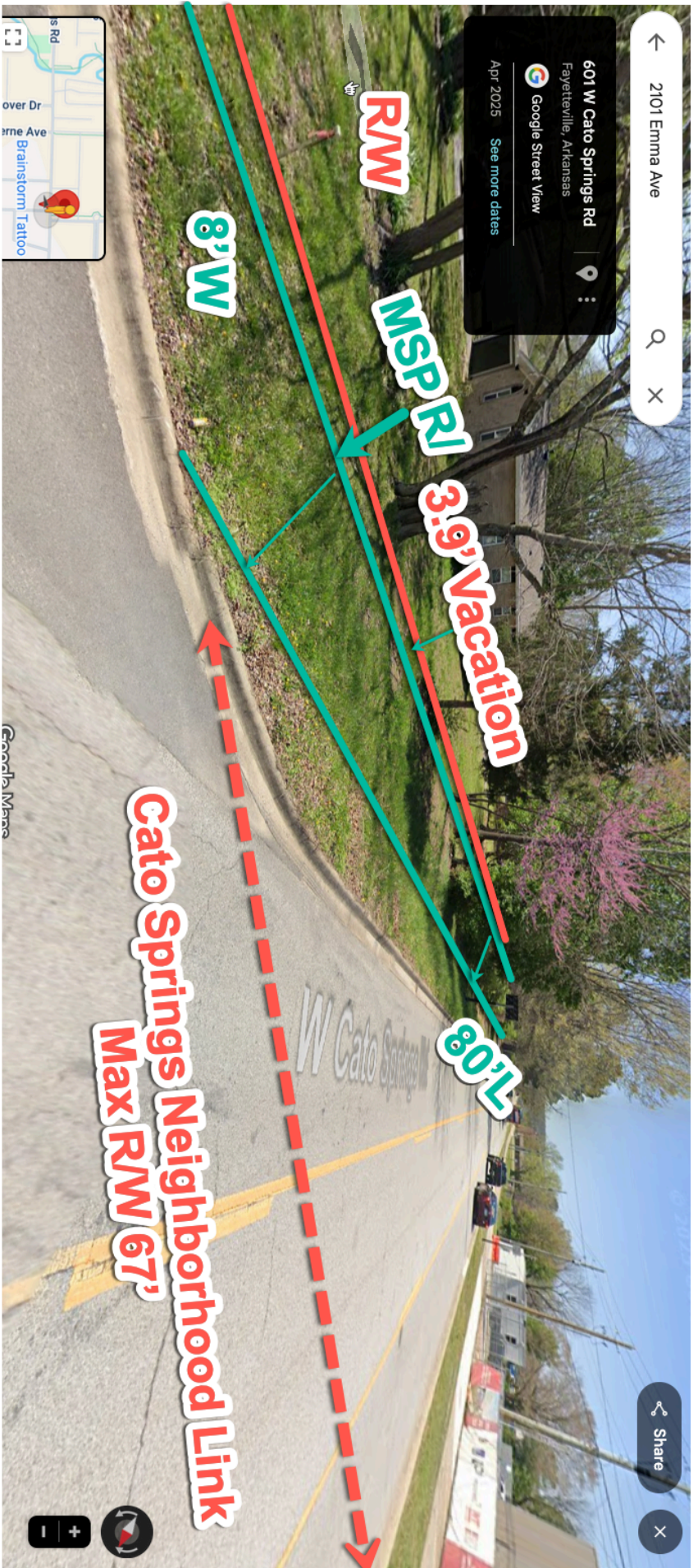
Figure 12.11 - Neighborhood Link Street

The recorded survey (see [645 W Cato Springs & 2101 S Emma Survey](#)) shows the existing ROW extending **37.3'** from the roadway centerline at the northwest corner and **37.35'** at the northeast corner. These measurements exceed the MSP ROW by **3.8'** and **3.85'**, respectively.

The previous site-plan approval (**RESI-2025-0240** and **RESI-2025-0239**) for a single-family home and ADU included an **8'-wide, 80'-long public sidewalk** within the MSP ROW, per Planning staff's request.



The **Conditional Use Permit (CUP)** for a two-family dwelling at this address was approved by the Planning Commission on **October 13, 2025**. The current duplex project will construct this required sidewalk consistent with the MSP ROW alignment.



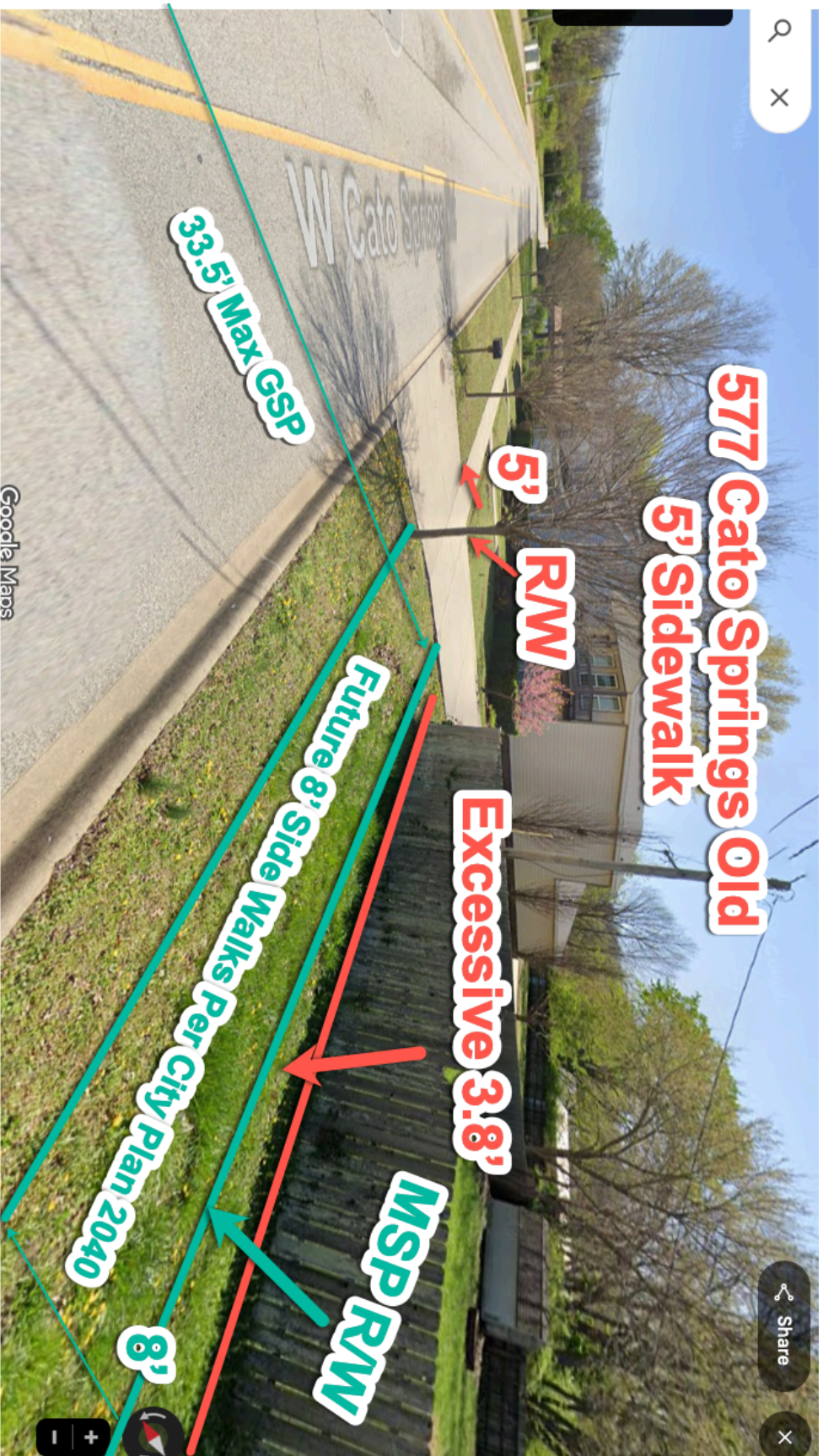
This ROW vacation removes the excess frontage area so that the property boundary aligns with the adopted 33.5' MSP ROW for Neighborhood Link Streets.

The property is zoned RSF-4 (Residential Single-Family – Four Units per Acre) and maintains the required 15' front setback measured from the existing right-of-way. The requested adjustment does not alter or reduce this setback. Once the frontage is aligned with the adopted 33.5' MSP Right-of-Way, the property will continue to meet all setback and zoning requirements.

Public Benefit and Policy Alignment

- Aligns the W Cato Springs Road frontage with the City's MSP Right-of-Way.
- Preserves all public access, drainage, and utility infrastructure.
- Promotes uniform corridor design and simplifies future infrastructure coordination.

- Advances City Plan 2040 Goals 4.2 and 5.3 by supporting context-sensitive infill and efficient land use.



Conclusion

This request corrects a survey discrepancy and aligns the W Cato Springs frontage with the City's adopted **MSP Right-of-Way (33.5' from centerline)**.

It does not alter existing improvements but ensures consistency with the City's approved Neighborhood Link Street cross-section, setback standards, and RSF-4 zoning requirements.

I respectfully request your approval.

Thank you for your consideration.

Sincerely,

Christina Zhu-Weaver

Apple Lily Management LLC



MEETING OF FEBRUARY 3, 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: **VAC-2025-0032: Vacation (902 S. SCHOOL AVENUE AND 1020 S. SCHOOL AVENUE/PINWHEEL PROPERTIES LLC AND STEVENS PROPERTIES FAYETTEVILLE LLC, 563): Submitted by DEVELOPMENT CONSULTANTS INC for property located at 902 S. SCHOOL AVE AND 1020 S. SCHOOL AVE. The property is zoned DG, DOWNTOWN GENERAL and contains approximately 5.16 acres. The request is to vacate 0.36 acres of utility easement.**

RECOMMENDATION:

Staff recommends approval of **VAC-2025-0032** as shown in the attached Exhibits 'A' and 'B', and with the following conditions of approval:

1. Any damage or relocation of existing facilities will be at the property owner/developer's expense;
2. Any and all conflicting water or sewer lines must be relocated and accepted by the City of Fayetteville, and any new easements shall be dedicated as necessary.

BACKGROUND:

The subject property is in south Fayetteville, west of Walker Park and south of Frisco Trail on W 9th St. The property received its current zoning designation of DG, Downtown General on July 15, 2008, in conjunction with the larger Walker Park Neighborhood Master Plan rezoning (Ordinance 5153).

Request: The applicant proposes to vacate existing public utility and water/sewer utility easements on the property. These easements were dedicated through multiple documents and do not align with the installed utilities, resulting in a series of non-uniform and, in many areas, unused easements. The easements extend across eleven (11) parcels: ten at 1020 S. School owned by Stevens Properties Fayetteville LLC, and one parcel at 902 S. School Avenue owned by Pinwheel Properties LLC.

A Property Line Adjustment (PLA) application is currently under review to consolidate these parcels in conjunction with a proposed Large-Scale Development (LSD-2025-0016). The total easement area consists of three distinct segments encompassing 15,741.58 square feet, or approximately 0.36 acres.

DISCUSSION:

City of Fayetteville staff recommends in favor of the requested easement vacation. The applicant submitted all

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the necessary approvals without objections. New uniform easements will be dedicated to align with adequate service provision for the associated large-scale development. A new sewer main will be re-routed and manholes will be constructed to replace the portion sought to be vacated.

BUDGET/STAFF IMPACT:

N/A

ATTACHMENTS: 3. Staff Review Form, 4. Exhibit A, 5. Exhibit B, 6. Request Letter, 7. Petition, 8. Survey

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Fayetteville, AR 72701

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City of Fayetteville, Arkansas

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

Legislation Text

File #: 2026-108

AN ORDINANCE TO APPROVE VAC-25-32 FOR PROPERTY LOCATED AT 902 SOUTH SCHOOL AVENUE AND 1020 SOUTH SCHOOL AVENUE IN WARD 1 TO VACATE 0.36 ACRES OF UTILITY EASEMENT

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

WHEREAS, the City Council has determined that the following described portion of utility easement is not required for corporate purposes.

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

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

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

Section 3: This vacation approval is subject to the following conditions:

1. Any damage to or relocation of existing facilities will be at the property owner/developer's expense.
2. Any and all conflicting water or sewer lines must be relocated and accepted by the City of Fayetteville and new easements shall be dedicated as necessary.

City of Fayetteville Staff Review Form

2026-108

Item ID

2/3/2026

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

Jonathan Curth

1/15/2026

DEVELOPMENT REVIEW (630)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

VAC-2025-0032: Vacation (902 S. SCHOOL AVENUE AND 1020 S. SCHOOL AVENUE/PINWHEEL PROPERTIES LLC AND STEVENS PROPERTIES FAYETTEVILLE LLC, 563): Submitted by DEVELOPMENT CONSULTANTS INC for property located at 902 S. SCHOOL AVE AND 1020 S. SCHOOL AVE. in WARD 1. The property is zoned DG, DOWNTOWN GENERAL and contains approximately 5.16 acres. The request is to vacate 0.36 acres of utility easement.

Budget Impact:

Account Number

Fund

Project Number

Project Title

Budgeted Item? No

Total Amended Budget

\$ -

Expenses (Actual+Encum)

\$ -

Available Budget

\$ -

Does item have a direct cost? No

Item Cost

\$ -

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ -

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:

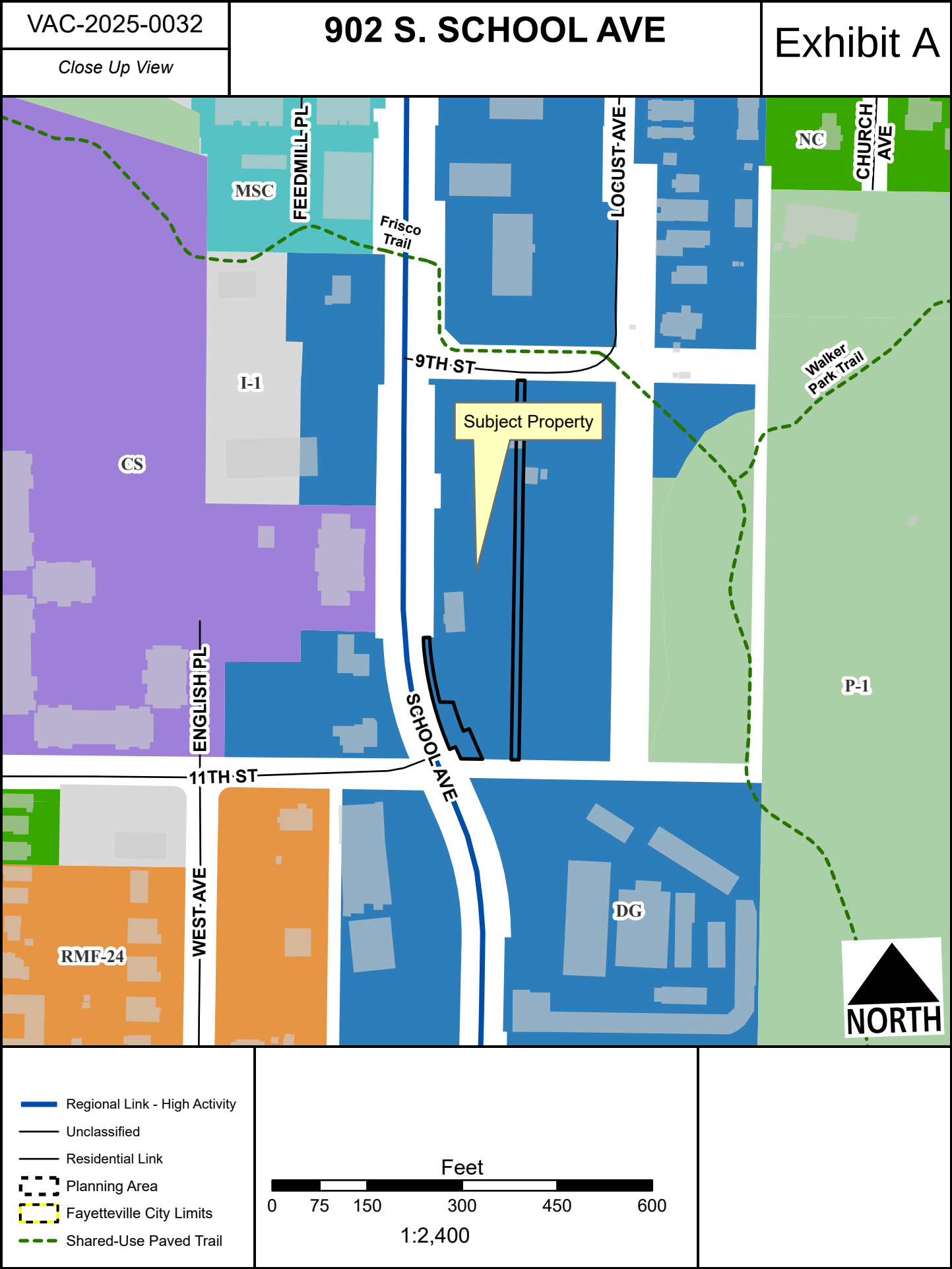


EXHIBIT B

Book 986, Page 769

Easement

Easement Description: A permanent easement of 25 feet of equal and uniform width of the entire west side of the following described real estate and a temporary construction easement of 40 feet of equal and uniform width off the entire west side of the following estate:

Property Description: Lot # 8 in Block 6 in Fergusons Addition to the City of Fayetteville, Less the part taken up by U.S. Highway #71 and part of Lot 9, of Block 6 of Fergusons Addition to the City of Fayetteville, more particularly described as follows: to-wit: Beginning at a point which is 25 feet east of the Southwest Corner of said Lot nine (9) running then East 119 feet or to the Southeast corner of said Lot: thence North 40 feet then West 119 feet: thence South 40 feet to the point of beginning, all said lands the same as shown and designated upon the record plat of said addition on file in the office of the Circuit Clerk of Washington County.

Book 1100, Page 665

Easement

Ten (10) feet of equal and uniform width off of the entire west side of the following described real estate: Lot 10 and 10 feet of equal and uniform width off of the North side of Lot 9 and 10 feet of equal and uniform width off of the south side of Lot 11 all in Block 6 of revised plat of Block 5 and 6 in Ferguson's Addition to City of Fayetteville, as shown in the record book at page 142 thereof, save and except any part thereof taken up with U.S. Highway 71 from and since the 4th day of April, 1930. Also part of Lot 11 in Block 6 in Ferguson's Addition to the City of Fayetteville, Arkansas, as the same is known and designated upon the recorded plat of said Addition and more particularly described as follows: Beginning at a point which is 25 feet East of the Northwest Corner of said Lot running then East 119 feet to or to the East line of said Lot 11 thence South 40 feet; thence West 119 feet; thence North 40 feet to the point of Beginning, as per plat of said Addition on file in the office of the Circuit Clerk of Washington County, Arkansas.

EXHIBIT B

Ordinance 3332 Bk 1262, Page 472

Easement

Beginning at the Northeast corner of Lot 18 in Ferguson's Addition to the City of Fayetteville, Arkansas as designated on the revised plat of Block 5 and 6 in said Addition, recorded in the office of the Circuit Court and Ex-Officio Recorder of Washington County, Arkansas, thence along the East property lines of said Lot 18 and Lots 17,16 and 15 to a point 25' south of the Northeast corner of Lot 15 in said Addition; thence East 12'; thence North to a point 12' East of the point of beginning; thence W 12' to the point of beginning.

Ordinance 3847 Bk 94, Page 72518

The remainder of the platted Alley in Block 6 of Ferguson's Addition in the City of Fayetteville, Arkansas as designated on the revised plat of Blocks 5 and 6 in said addition, recorded in the office of the Circuit Court and Ex-Officio Recorder of Washington County, Arkansas.

*NOTE: Ordinance No. 3332, passed and approved February 16, 1988 vacated and abandoned the following:

Beginning at the Northeast corner of Lot 18 in Ferguson's Addition to the City of Fayetteville, Arkansas as designated on the revised plat of Block 5 and 6 in said Addition, recorded in the office of the Circuit Court and Ex-Officio Recorder of Washington County, Arkansas, thence along the East property lines of said Lot 18 and Lots 17,16 and 15 to a point 25' south of the Northeast corner of Lot 15 in said Addition; thence East 12'; thence North to a point 12' East of the point of beginning; thence W 12' to the point of beginning.

January 13, 2026

City of Fayetteville

113 West Mountain Street

Fayetteville, AR 727014

In the matter of the property located at 902 and 1020 S. School, Fayetteville. This property is being developed by LSD-2025-0016. The owner is asking to vacate existing utility easements that are not being used by the large scale development, and will be dedicating new easements with the Property Line Adjustment PLA 2025-0046.

If you have any questions or need additional information, please contact Mr. Young at 479-444-7880.

Thank you,



Allen Jay Young

WRITTEN REQUEST TO ACCOMPANY THE 20' WIDE UTILITY EASEMENT, A 25' WIDE UTILITY EASEMENT, AND TWO VARIED UTILITY EASEMENT VACATION LOCATED IN PART OF BLOCK 5 AND 6 OF FERGUSON ADDITON, CITY OF FAYETTEVILLE, ARKANSAS.

Landowner: Pinwheel Properties LLC and Stevens Properties Fayetteville LLC

To: The Fayetteville City Planning Commission and
The Fayetteville City Council

On behalf of the landowners, I am petitioning the Fayetteville City Planning Commission and the Fayetteville City Council to vacate and abandon several utility easements and a 20' wide sewer easement in the area described below:

Easement - Book 986, Page 769

Easement Description: A permanent easement of 25 feet of equal and uniform width of the entire west side of the following described real estate and a temporary construction easement of 40 feet of equal and uniform width off the entire west side of the following estate:

Property Description: Lot # 8 in Block 6 in Fergusons Addition to the City of Fayetteville, Less the part taken up by U.S. Highway #71 and part of Lot 9, of Block 6 of Fergusons Addition to the City of Fayetteville, more particularly described as follows: to-wit: Beginning at a point which is 25 feet east of the Southwest Corner of said Lot nine (9) running then East 119 feet or to the Southeast corner of said Lot: thence North 40 feet then West 119 feet: thence South 40 feet to the point of beginning, all said lands the same as shown and designated upon the record plat of said addition on file in the office of the Circuit Clerk of Washington County.

Easement - Book 1100, Page 665

Ten (10) feet of equal and uniform width off of the entire west side of the following described real estate: Lot 10 and 10 feet of equal and uniform width off of the North side of Lot 9 and 10 feet of equal and uniform width off of the south side of Lot 11 all in Block 6 of revised plat of Block 5 and 6 in Ferguson's Addition to City of Fayetteville, as shown in the record book at page 142 thereof, save and except any part thereof taken up with U.S. Highway 71 from and since the 4th day of April, 1930. Also part of Lot 11 in Block 6 in Ferguson's Addition to the City of Fayetteville, Arkansas, as the same is known and designated upon the recorded plat of said Addition and more particularly described as follows: Beginning at a point which is 25 feet East of the Northwest Corner of said Lot running then East 119 feet to or to the East line of said Lot 11 thence South 40 feet; thence West 119 feet; thence North 40 feet to the point of Beginning, as per plat of said Addition on file in the office of the Circuit Clerk of Washinton County, Arkansas.

Easement - Ordinance 3332 Bk 1262, Page 472

Beginning at the Northeast corner of Lot 18 in Ferguson's Addition to the City of Fayetteville, Arkansas as designated on the revised plat of Block 5 and 6 in said Addition, recorded in the office of the Circuit Court and Ex-Officio Recorder of Washington County, Arkansas, thence along the East property lines of said Lot 18 and Lots 17, 16 and 15 to a point 25' south of the Northeast corner of Lot 15 in said Addition; thence East 12'; thence North to a point 12' East of the point of beginning; thence W 12' to the point of beginning.

Ordinance 3847 Bk 94, Page 72518

The remainder of the platted Alley in Block 6 of Ferguson's Addition in the City of Fayetteville, Arkansas as designated on the revised plat of Blocks 5 and 6 in said addition, recorded in the office of the Circuit Court and Ex-Officio Recorder of Washington County, Arkansas.

*NOTE: Ordinance No. 3332, passed and approved February 16, 1988 vacated and abandoned the following:

Beginning at the Northeast corner of Lot 18 in Ferguson's Addition to the City of Fayetteville, Arkansas as designated on the revised plat of Block 5 and 6 in said Addition, recorded in the office of the Circuit Court and Ex-Officio Recorder of Washington County, Arkansas, thence along the East property lines of said Lot 18 and Lots 17, 16 and 15 to a point 25' south of the Northeast corner of Lot 15 in said Addition; thence East 12'; thence North to a point 12' East of the point of beginning; thence W 12' to the point of beginning.

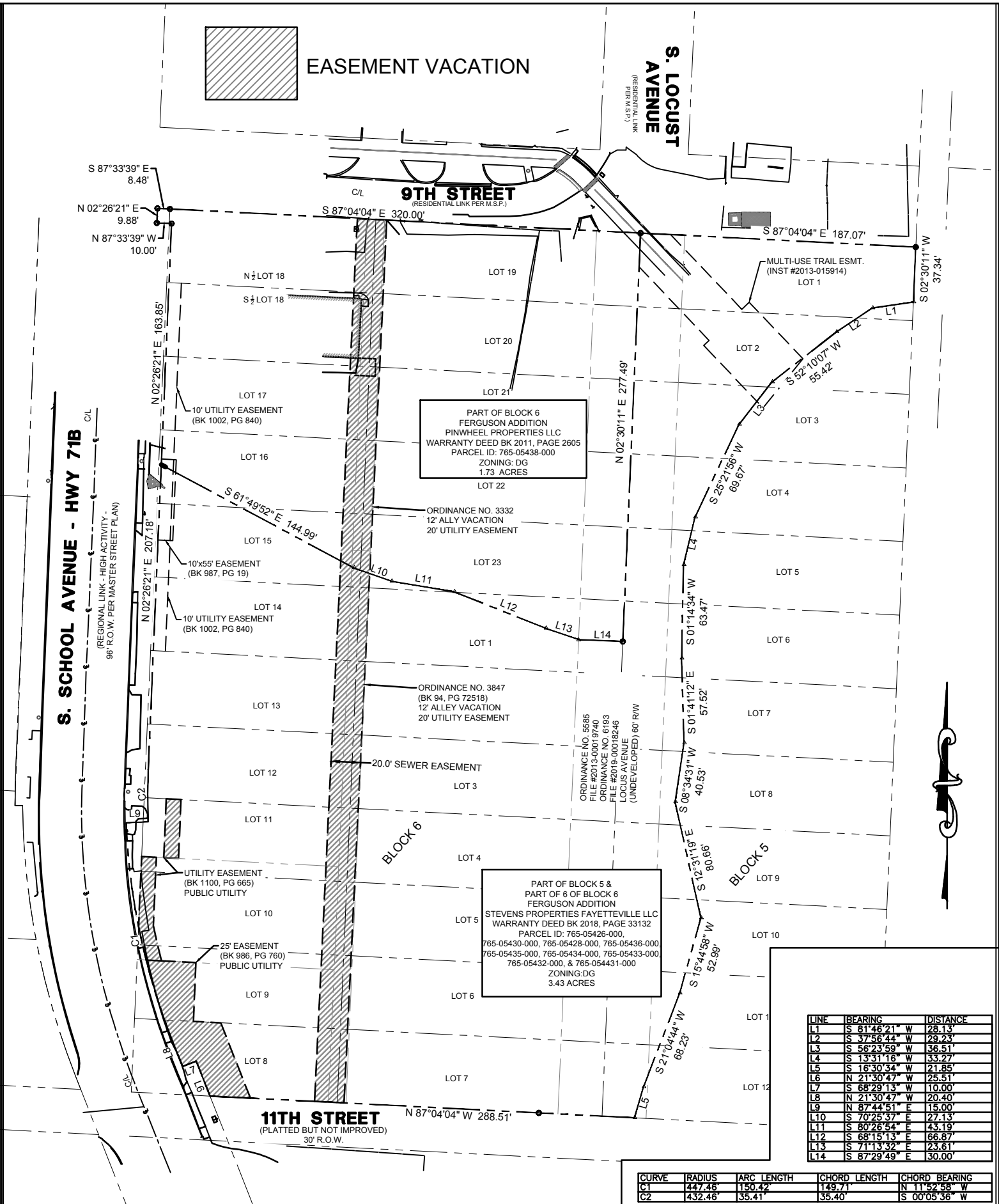
By granting this vacation request, the current owners would benefit, and no other landowner would be adversely affected.

The existing utility easement was dedicated through multiple documents and do not follow the installed utilities. This has created a series of easements that are non-uniform and unused in many areas. A new, uniform easement will be dedicated with the proposed large scale development (LSD-2025-0016) that will encompass the built utilities.

Also, a new sewer main and manholes will be constructed to re-route the sewer and a new sewer easement is being dedicated to replace the portion sought to be vacated.

The public interest and welfare would not be adversely affected by granting this vacation request.


Allen Jay Young, Development Consultants, Inc.





MEETING OF FEBRUARY 3, 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-2025-0066: Rezoning (1171 & 1173 N. DOUBLE SPRINGS RD/ WELLS, 441): Submitted by BATES AND ASSOCIATES for property located at 1171 & 1173 N. DOUBLE SPRINGS DR. in WARD 4. The property is zoned R-A, RESIDENTIAL-AGRICULTURAL and contains approximately 1.18 acres. The request is to rezone the property to RI-12, RESIDENTIAL INTERMEDIATE, 12 UNITS PER ACRE.**

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 300 feet north of the intersection of N. Double Springs Rd. and W. Wedington Dr. The 1.18-acre subject area contains one parcel which was constructed with a 2,016 square-foot two-family dwelling constructed in 1981 along with multiple outbuildings. The property is not located within any zoning overlays or master plan areas and does not contain any floodplain, streamside protection, or hydric soils.

Request: The request is to rezone the subject property from R-A, Residential Agricultural to RI-12, Residential Intermediate, 12 Units per Acre.

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. While the immediately surrounding property is primarily characterized by low-density residential and R-A zoning, there is a cluster of commercial uses at the intersection of Double Springs Rd. and W. Wedington Dr. Additional development appears to be on the rise in the area, including several residential developments either recently completed or in the development pipeline adjacent to N. 54th and N. 59th Ave. and a request to rezone multiple acres along Michael Cole to permit additional townhome development in this area. Given the available infrastructure, including street frontage along W. Wedington Drive and available water and sewer, staff finds that a rezoning to a higher density is merited at the site.

RI-12 allows up to three- and four-family dwellings by-right. Given extensive development of two-family dwellings in the vicinity, staff finds that three- and four-family dwellings are likely compatible in this location. Additionally, RI-12 allows for an incremental infusion of other types of missing middle housing including three-

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and four- family dwellings and cluster housing developments, as well as the potential for incremental commercial uses with a conditional use permit.

Land Use Plan Analysis: Staff finds the proposed rezoning to be generally consistent with the goals in City Plan 2040 and the property's future land use designation as a Residential Neighborhood area, which are intended to serve a variety of housing types. Further, City Plan 2040 designates the intersection of N. Double Springs Rd. and W. Wedington Dr. as a Tier 3 growth center, which "are intended to serve the immediately surrounding residential areas and... cater to the specific needs of a small market."

While staff finds that a rezoning to a mixed-use district such as NS-G could both better address the intent of city goals and plans and serve the needs of future residents given the minimal number of nonresidential services in the area, increasing residential density alone within this area will also serve these long-term goals since housing is necessary to provide a sufficient customer base to sustain nonresidential services. Further, while the property is less than 200 feet to the city's northern boundary, it is approximately 2 miles from the city's western edge.

CITY PLAN 2040 INFILL MATRIX: City Plan 2040's Infill Matrix indicates a ranged score of **4-5** 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 (8" within the property)
3. Near Water Main (6", N. Double Springs Rd.)
4. Near City Park (Harmony Pointe Park)
5. Near Paved Trail (Wedington Side Path)

DISCUSSION:

At the January 12, 2026 Planning Commission meeting, a vote of 6-1-0 forwarded the request to City Council with a recommendation of approval. Commissioner McGetrick was opposed, citing concerns with the jump in density from the surrounding properties and the lack of services in the area. Commissioners in favor noted the property's proximity to a tier center and the role of the growth plan to guide development. 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

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 #: 2026-100

AN ORDINANCE TO REZONE THE PROPERTY DESCRIBED IN REZONING PETITION RZN 2025-66 FOR APPROXIMATELY 1.18 ACRES LOCATED AT 1171 AND 1173 NORTH DOUBLE SPRINGS ROAD IN WARD 4 FROM R-A, RESIDENTIAL-AGRICULTURAL TO RI-12, RESIDENTIAL INTERMEDIATE, 12 UNITS PER ACRE

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.

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

2026-100

Item ID

2/3/2026

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

Jonathan Curth

1/13/2026

DEVELOPMENT REVIEW (630)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

RZN-2025-0066: Rezoning (1171 & 1173 N. DOUBLE SPRINGS RD/ WELLS, 441): Submitted by BATES AND ASSOCIATES for property located at 1171 & 1173 N. DOUBLE SPRINGS DR. in WARD 4. The property is zoned R-A, RESIDENTIAL-AGRICULTURAL and contains approximately 1.18 acres. The request is to rezone the property to RI-12, RESIDENTIAL INTERMEDIATE, 12 UNITS PER ACRE.

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: _____

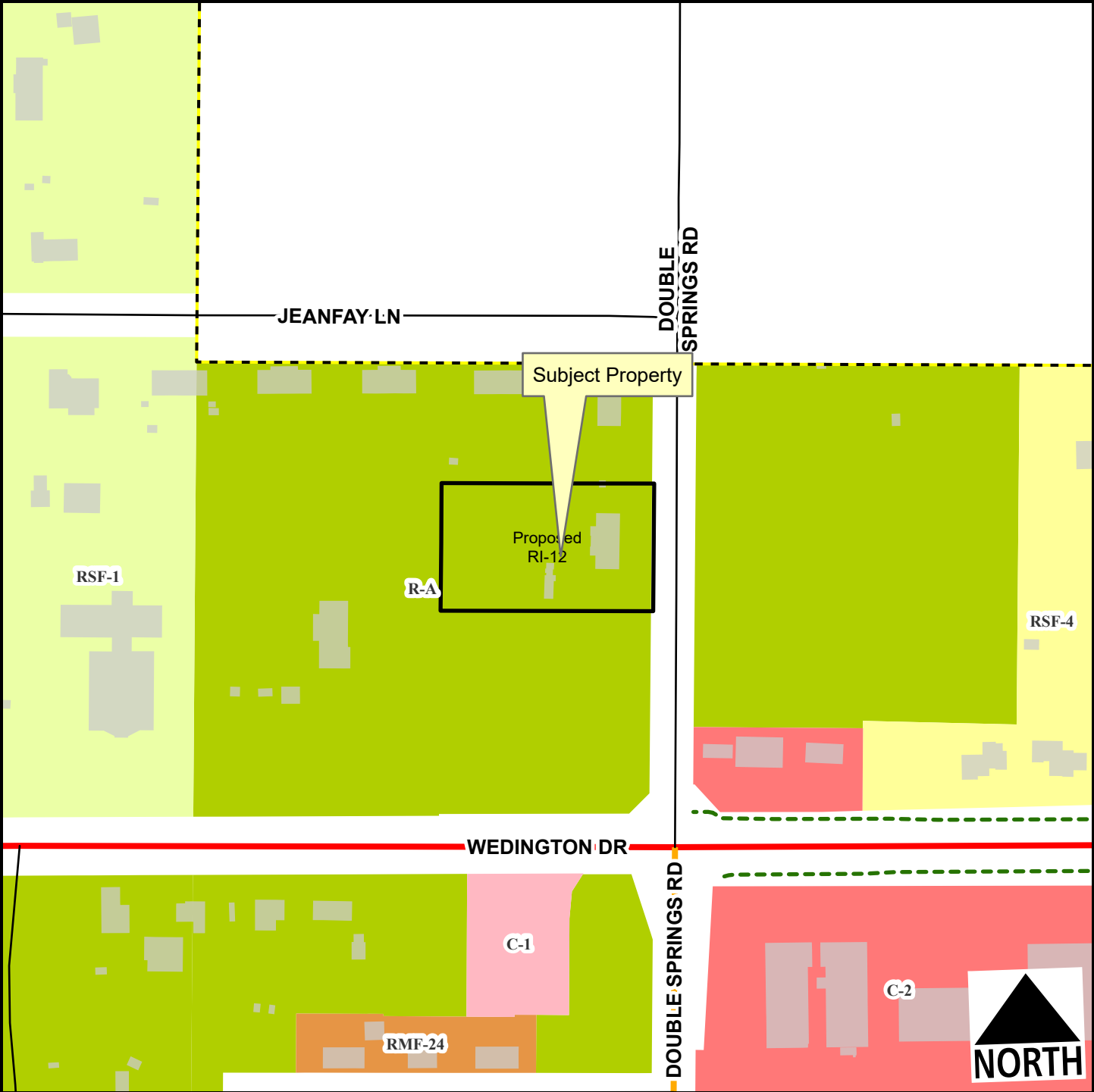
Previous Ordinance or Resolution # _____

Change Order Number: _____

Approval Date: _____

Original Contract Number: _____

Comments:



Regional Link

Neighborhood Link

Unclassified

Residential Link

Planning Area

Fayetteville City Limits

Feet

0

75

150

300

450

600

1:2,400

Zone

Current

Proposed

R-A

1.2

0.0

RI-12

0.0

1.2

Total

1.2 ac



BATES

Engineers · Surveyors

7230 S Pleasant Ridge Dr / Fayetteville, AR 72704

PH: (479) 442-9350 / batesnwa.com

RZN-2025-0066 Exhibit B

PARCEL #765-03389-000:

LOT 14, BURLINGTON HEIGHTS SUBDIVISION, A SUBDIVISION LOCATED IN WASHINGTON COUNTY, CITY OF FAYETTEVILLE, ARKANSAS, AS PER PLAT OF SAID SUBDIVISION ON FILE IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS. SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD.



–TO: Fayetteville Planning Commission

THRU: Jessie Masters, Planning Director

FROM: Donna Wonsower, Senior Planner

MEETING DATE: January 12, 2026 **(UPDATED WITH MEETING RESULTS)**

SUBJECT: **RZN-2025-0066: Rezoning (1171 & 1173 N. DOUBLE SPRINGS RD/ WELLS, 441):** Submitted by BATES AND ASSOCIATES for property located at 1171 & 1173 N. DOUBLE SPRINGS DR. The property is zoned R-A, RESIDENTIAL-AGRICULTURAL and contains approximately 1.18 acres. The request is to rezone the property to RI-12, RESIDENTIAL INTERMEDIATE, 12 UNITS PER ACRE.

RECOMMENDATION:

Staff recommends forwarding **RZN-2025-0066** to City Council with a recommendation of approval.”

RECOMMENDED MOTION:

*“I move to forward **RZN-2025-0066** to City Council with a recommendation of approval.”*

BACKGROUND:

The subject property is in west Fayetteville approximately 300 feet north of the intersection of N. Double Springs Rd. and W. Wedington Dr. The 1.18-acre subject area contains one parcel which was constructed with a 2,016 square-foot two-family dwelling constructed in 1981 along with multiple outbuildings. The property is not located within any zoning overlays or master plan areas and does not contain any floodplain, streamside protection, or hydric soils. Surrounding land uses and zoning are depicted in *Table 1*.

Table 1:
Surrounding Land Uses and Zoning

Direction	Land Use	Zoning
North	Two-Family Residential	R-A, Residential Agricultural
South	Undeveloped	R-A, Residential Agricultural
East	Single-Family Residential	R-A, Residential Agricultural
West	Single- and Two-Family Residential	R-A, Residential Agricultural

Request: The request is to rezone the subject property from R-A, Residential Agricultural to RI-12, Residential Intermediate, 12 Units per Acrea.

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

INFRASTRUCTURE AND ENVIRONMENTAL REVIEW:

- Streets:** The property's frontage along N. Double Springs Rd., a partially improved Residential Link with asphalt paving and open ditches. 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 6-inch water main along N. Double Springs Rd.
- Sewer:** Sanitary sewer is available to the subject area. There is an existing 8-inch sewer main connections along the back side of the subject property. There are no known wet weather sewer capacity issues identified in the City's 2021 Sewer Master Plan adjacent to this property.
- Drainage:** No portion of the property lies within the Hillside-Hilltop Overlay District or FEMA floodplain, and there are no protected streams or hydric soils within the subject area.
- 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 2.2 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 requires **20% minimum canopy preservation**. 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.

CITY PLAN 2040 INFILL MATRIX: City Plan 2040's Infill Matrix indicates a score of **4-5** 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 (8" within the property)

- Near Water Main (6", N. Double Springs Rd.)
- 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 surrounding property is primarily characterized by low-density residential and R-A, Residential Agricultural zoning with a cluster of commercial uses at the intersection of Double Springs Rd. and W. Wedington Dr. Additional development appears to be on the rise in the area, including several residential developments either recently completed or in the development pipeline adjacent to N. 54th and N. 59th Ave. and a request to rezone multiple acres along Michael Cole to permit additional townhome development in this area. Given the available infrastructure, including street frontage along W. Wedington Drive and available water and sewer, staff finds that a rezoning to a higher density is merited at the site.

RI-12 allows up to three- and four-family dwellings by-right. Given extensive development of two-family dwellings in the vicinity, staff finds that three- and four-family dwellings are likely compatible in this location. Additionally, RI-12 allows for an incremental infusion of other types of missing middle housing including three- and four- family dwellings and cluster housing developments, as well as the potential for incremental commercial uses with a conditional use permit.

Land Use Plan Analysis: Staff finds the proposed rezoning to be generally consistent with the goals in City Plan 2040 and the property's future land use designation as a Residential Neighborhood area, which are intended to serve a variety of housing types. Further, City Plan 2040 designates the intersection of N. Double Springs Rd. and W. Wedington Dr. as a Tier 3 growth center, which "are intended to serve the immediately surrounding residential areas and... cater to the specific needs of a small market."

While staff finds that a rezoning to a mixed-use district such as NS-G could both better address the intent of city goals and plans and serve the needs of future residents given the minimal number of nonresidential services in the area, staff finds that increasing residential density alone within this area will also serve these long-term goals since residential density is necessary to provide a sufficient customer base to sustain nonresidential services. Further, while the property is less than 200 feet to the city's northern boundary, it is approximately 2 miles from the city's western edge.

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. 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 has the potential to increase traffic to this location though there factors such as the small size of the property, tree preservation, drainage, and parking are likely to naturally limit development potential. 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. 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-2025-0066 be forwarded to City Council with a recommendation of approval.

PLANNING COMMISSION ACTION: Required <u>YES</u>			
Date: <u>January 12, 2026</u>	☐ Tabled	☒ Forwarded	☐ Denied
Motion: WERNER "I move to forward RZN-2025-0066 to City Council with a recommendation of approval."			
Second: PAYNE			
Vote: 6-1-0 (MCGETRICK OPPOSED)			

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
- Long-Range Planning Memo
- Request Letter

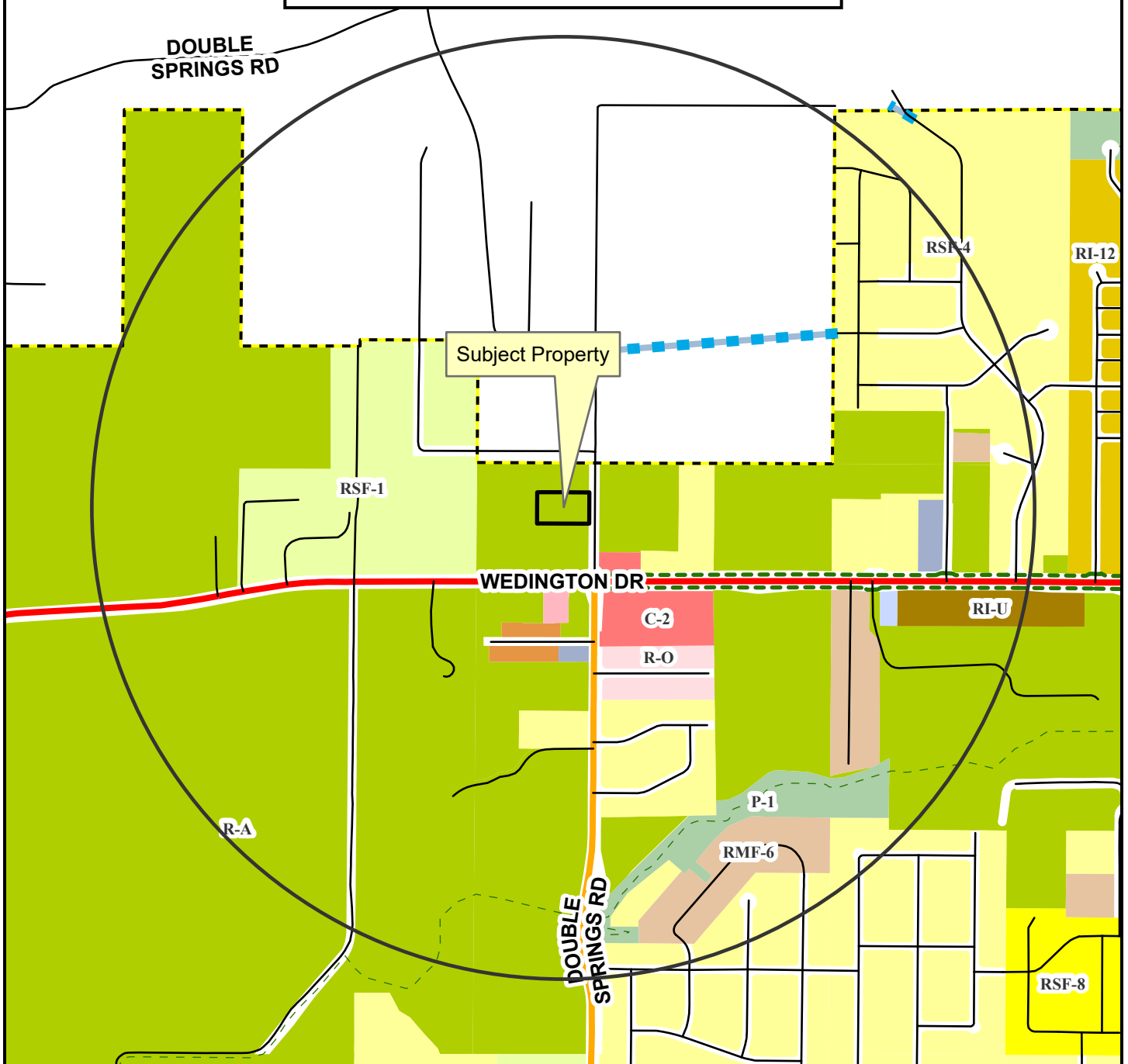
RZN-2025-0066

One Mile View

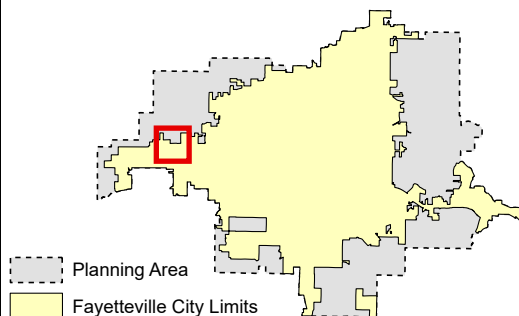
1171 & 1173 N. DOUBLE SPRINGS RD

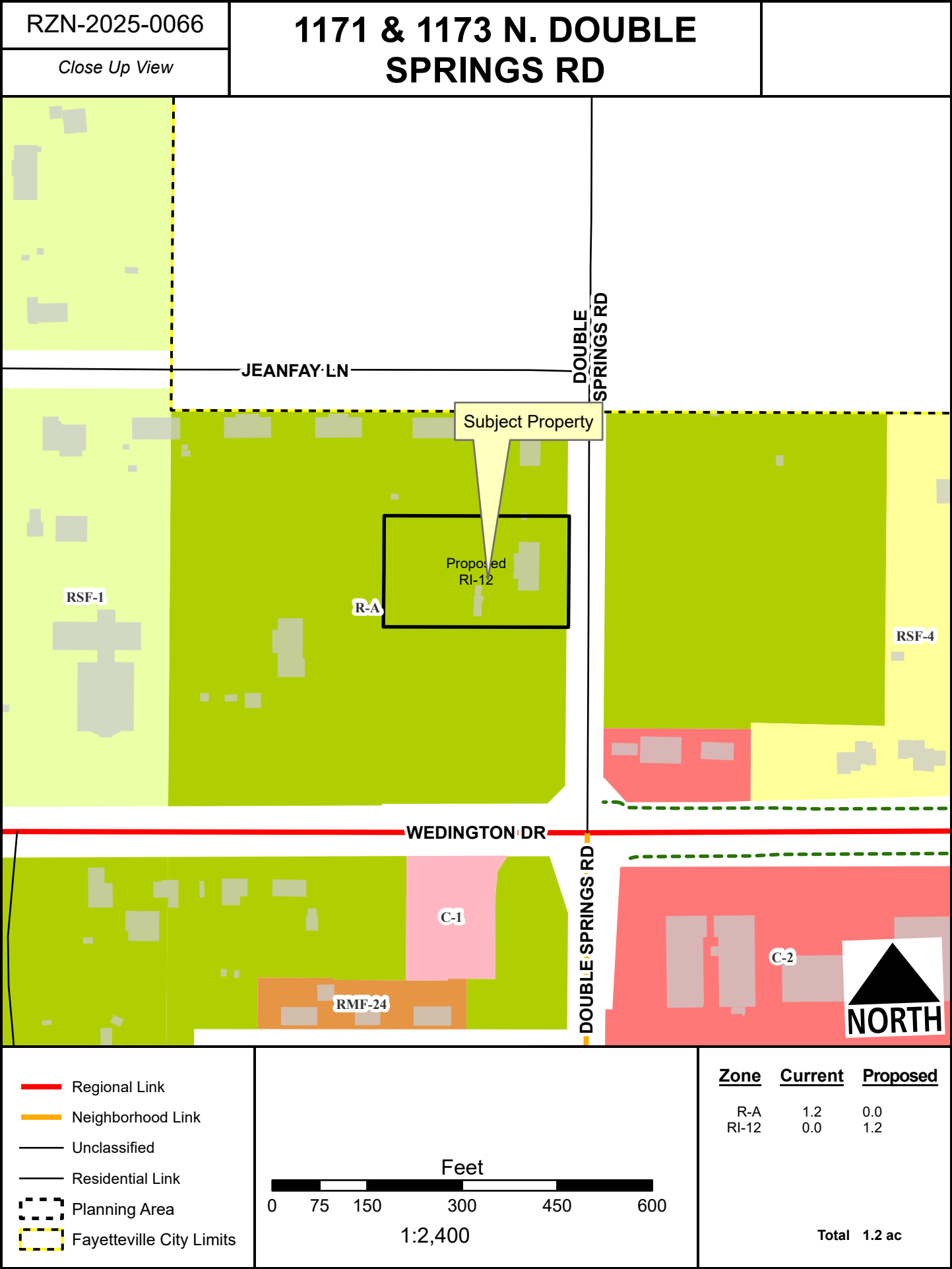


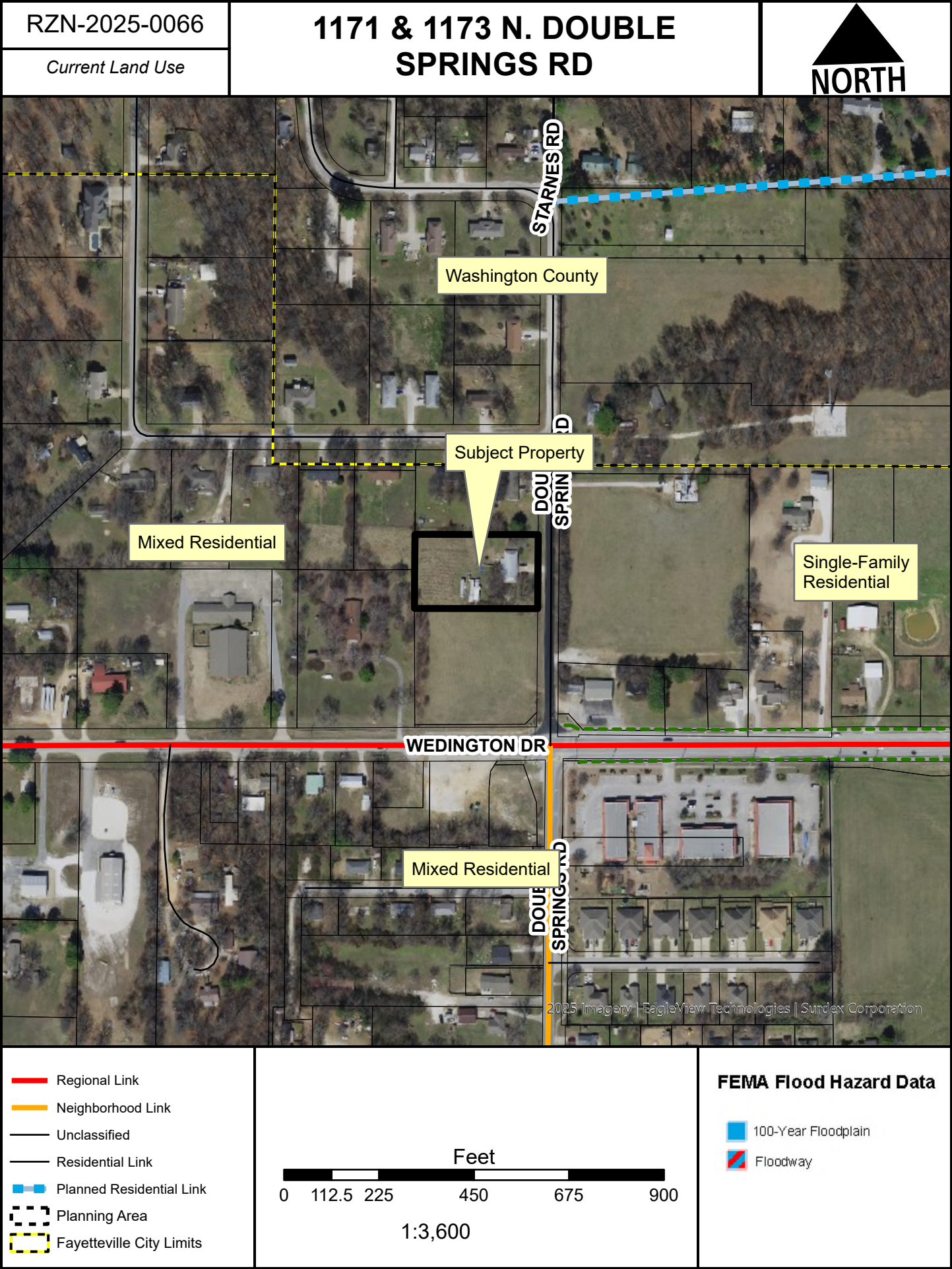
0 0.13 0.25 0.5 Miles

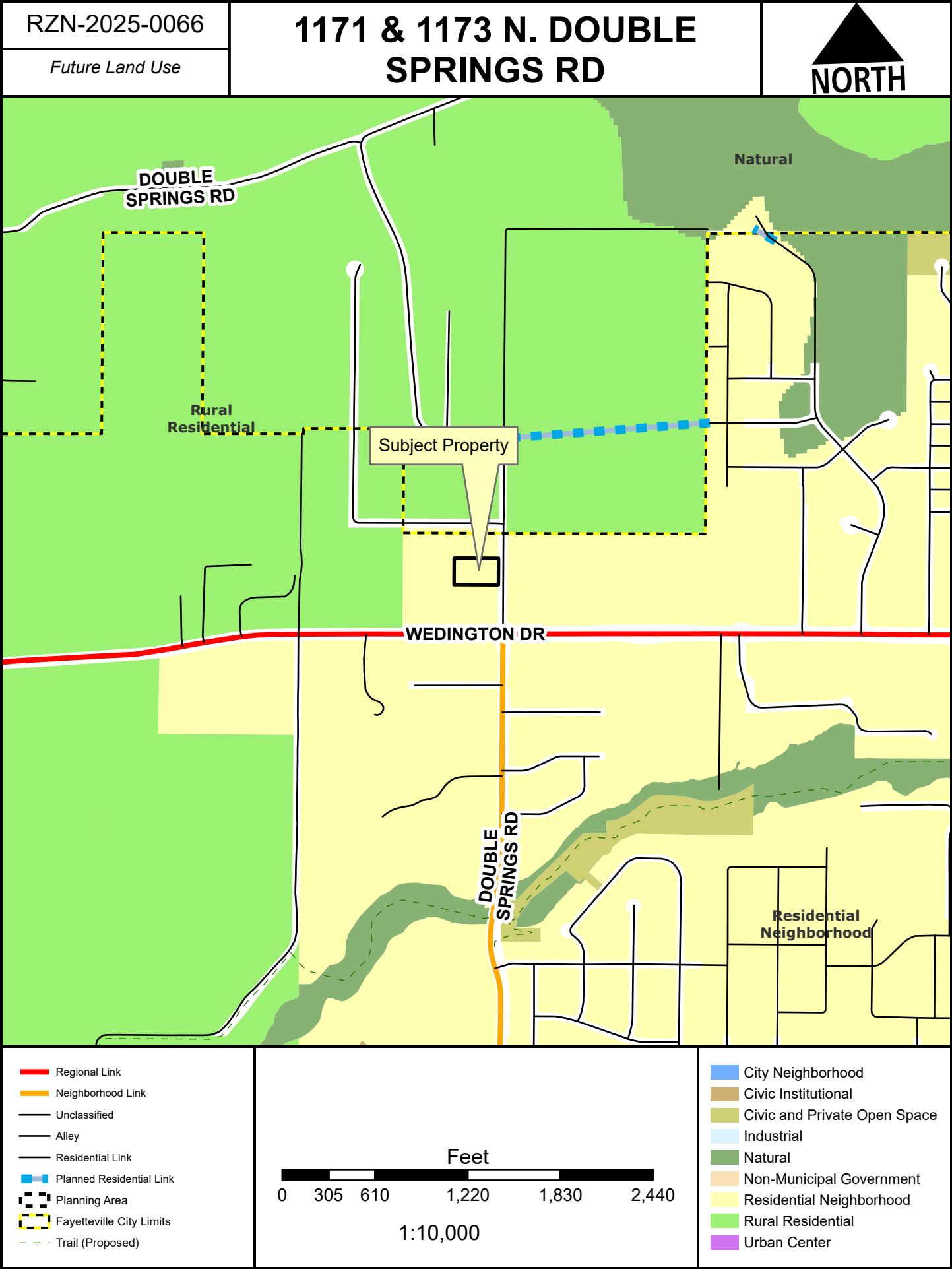


- Regional Link
- Neighborhood Link
- Unclassified
- Alley
- Residential Link
- Planned Residential Link
- Shared-Use Paved Trail
- Trail (Proposed)
- Fayetteville City Limits
- Planning Area









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. 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.

161.11 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
----------------	----

(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*
-------------------------	----------------------

* 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.



TO: Donna Wonsower, Senior Planner

FROM: Kylee Cole, Long Range & Preservation Planner

MEETING DATE: January 12, 2026

SUBJECT: Long Range Planning Comments Regarding RZN-2025-0066

BACKGROUND:

The applicant requests to rezone approximately 1.18 acres from R-A, Residential Agricultural, to RI-12, Residential Intermediate – Twelve Units per Acre. One long range planning document is relevant when evaluating this request: *City Plan 2040*.

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 6 – We will create opportunities for attainable housing.

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 attainable housing, and limits the amount of land consumed by development on the City's periphery, often termed "suburban sprawl".

DISCUSSION:

City Plan 2040 and Future Land Use Plan:

This area is designated as a Residential Neighborhood area, which are "primarily residential in nature and support a wide variety of housing types of appropriate scale and context."¹ The request aligns with this designation by increasing the variety of housing types permitted from just single-family to include two-, three-, and four-family dwellings. The RI-12 district would also allow the incorporation of some non-residential uses by conditional use like Limited Business (Use Unit 12a). The proposal aligns with Goals 1, 2, 3, and 6 of *City Plan 2040* by creating additional flexibility for diverse housing choices in an area that is already supported by infrastructure.

Property History:

The subject property contains a single-family dwelling constructed ca. 1981, according to Washington County Tax Assessor records. The building is not of historic age.

This area was annexed into the city in 1982 (Ord. No. 2857) and was assigned the current R-A zoning designation at that time.

¹ City Plan 2040, 128.



November 20th, 2025

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

RE: Double Springs Development

Dear Planning Staff,

Bates & Associates, Inc., on behalf of Nathan & Darien Wells, has applied for a rezoning in Fayetteville. The location of the proposed rezoning is NW of the intersection of W Wedington Drive and N Double Springs Road (Washington County Parcel 765-03389-000). The total acreage of the development is 1.18 acres. The current zoning district is currently R-A with the request to rezone to RI-12.

The adjacent properties are currently zoned for a variety of districts, including R-A, RSF-1, RSF-4, RMF-24, C-1, and C-2. The request to rezone the subject property from R-A to RI-12 remains consistent with the adopted Future Land Use Map designation of Residential Neighborhood. As shown in the zoning exhibit on the following page, the area already supports a diverse mix of residential and limited commercial zoning districts.

The proposed rezoning will not adversely impact surrounding land uses, as the RI-12 district continues the established residential character and aligns with the intended development pattern for this area. By maintaining compatibility with neighboring residential zones and remaining within the broader vision for residential land use, the request represents an appropriate transition to this property.

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



MEETING OF FEBRUARY 3, 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-2025-0063: Rezoning (1090 S. WASHINGTON AVE/HORNBACK REVOCABLE TRUST, 563): Submitted by WESLEY BATES for property located at 1090 S. WASHINGTON AVE. in WARD 1. The property is zoned NC, NEIGHBORHOOD CONSERVATION and contains approximately 0.40 acres. The request is to rezone the property to RI-U, RESIDENTIAL INTERMEDIATE-URBAN.**

RECOMMENDATION:

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

BACKGROUND:

The subject property is in south Fayetteville approximately 400 feet east of Walker Park at the intersection of S. Washington Ave. and E. 11th St. The subject area contains 0.40 acres composed of one parcel which is bisected by a 20-foot-wide unimproved alley right-of-way. The parcel has been constructed with an 826 square-foot single-family dwelling constructed in 1941. The property is partially encumbered by hydric soils and is located within the Walker Park Master Plan area.

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

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

Land Use Compatibility: The subject property is primarily surrounded by single-family homes with relatively small lot sizes. Additionally, there are a high number of two-, three-, and four-family dwellings in the immediate vicinity and a 9-unit cluster housing court directly south of the subject area. The presence of existing alley right-of-way on the property, albeit unimproved, offers opportunities for alley-oriented development in line with recent ordinance changes, and existing alley-loaded development is present in the vicinity. RI-U permits a mix of low-intensity residential types with no maximum density, including up to four-unit buildings, but maintains a minimum lot width of 18 feet. That said, staff finds that parking, drainage, tree preservation and other requirements will likely limit the development potential of the parcel.

A rezoning to RI-U could support a broader range of housing types in an area experiencing increased demand for housing within close proximity to services such as Walker Park and a smaller unnamed park within Willow Bend, the Fayetteville Senior Center, Razorback Greenway, transit stops, churches and other nonresidential

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov

amenities. While NC and RI-U allow similar uses, RI-U permits more housing types with smaller lot size requirements, encouraging compatible infill development without disrupting neighborhood scale.

Land Use Plan Analysis: Staff finds the proposed zoning to be consistent with the property's Future Land Use Map designation as Residential Neighborhood Area. The RI-U zoning district would allow a greater variety of land uses in an urban setting, which staff finds to be compatible with the surrounding area. The property has a relatively high infill score of 7 with a weighted score of 8, indicating it is a suitable location for infill development. The property fronts onto S. Washington, Ave., a marked shared roadway which connects into public trails and the Razorback Greenway, and which would enable residents to utilize alternative means of transportation. Infill in this area could help support Goals 1 and 3 by promoting moderate infill in an area that is highly walkable and near transit routes.

The subject property is included in the Walker Park Neighborhood Plan. The request for RI-U is appropriate given the Neighborhood Plan's vision for housing variety. The Walker Park Neighborhood Plan acknowledges the "predominately single-family nature of the interior of the neighborhood." A large swathe of primarily single-family zoned property is located roughly between E. 7th St. to E. 15th St. RI-U offers increased housing flexibility, which aligns with both the goals of the Walker Park Plan and City Plan 2040, without inserting any potential by-right commercial uses that were not envisioned for the neighborhood and may not be compatible at this time.

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

1. Adequate Fire Response (Station 1, 303 W. Center St.)
2. Near Sewer Main (8", S. Washington Ave)
3. Near Water Main (6", S. Washington Ave. | 8", E. 11th St.)
4. Near City Park (Walker Park)
5. Near Paved Trail (Walker Park | Waxflower – Wood Connector)
6. Near ORT Bus Stop (College at Senior Center and Walker Park)
7. Within Master Plan Area (Walker Park Master Plan)

DISCUSSION:

At the January 12, 2026 Planning Commission meeting, a vote of 7-0-0 forwarded the request to City Council with a recommendation of approval. Commissioner Madden had questions regarding the existing alley right-of-way adjacent to the property and what improvements could be required to those alleys. Staff clarified improvements would be dependent on the proposed development and its associated impact. There was no other discussion and 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

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 #: 2026-101

AN ORDINANCE TO REZONE THE PROPERTY DESCRIBED IN REZONING PETITION RZN 2025-63 FOR APPROXIMATELY 0.40 ACRES LOCATED AT 1090 SOUTH WASHINGTON AVENUE IN WARD 1 FROM NC, NEIGHBORHOOD CONSERVATION TO RI-U, RESIDENTIAL INTERMEDIATE-URBAN

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

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

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

City of Fayetteville Staff Review Form

2026-101

Item ID

2/3/2026

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

Jonathan Curth

1/13/2026

DEVELOPMENT REVIEW (630)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

RZN-2025-0063: Rezoning (1090 S. WASHINGTON AVE/HORNBACK REVOCABLE TRUST, 563): Submitted by WESLEY BATES for property located at 1090 S. WASHINGTON AVE. in WARD 1. The property is zoned NC, NEIGHBORHOOD CONSERVATION and contains approximately 0.40 acres. The request is to rezone the property to RI-U, RESIDENTIAL INTERMEDIATE-URBAN.

Budget Impact:

Account Number

Fund

Project Number

Project Title

Budgeted Item? No

Total Amended Budget

\$ -

Expenses (Actual+Encum)

\$ -

Available Budget

\$ -

Does item have a direct cost? No

Item Cost

\$ -

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ -

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

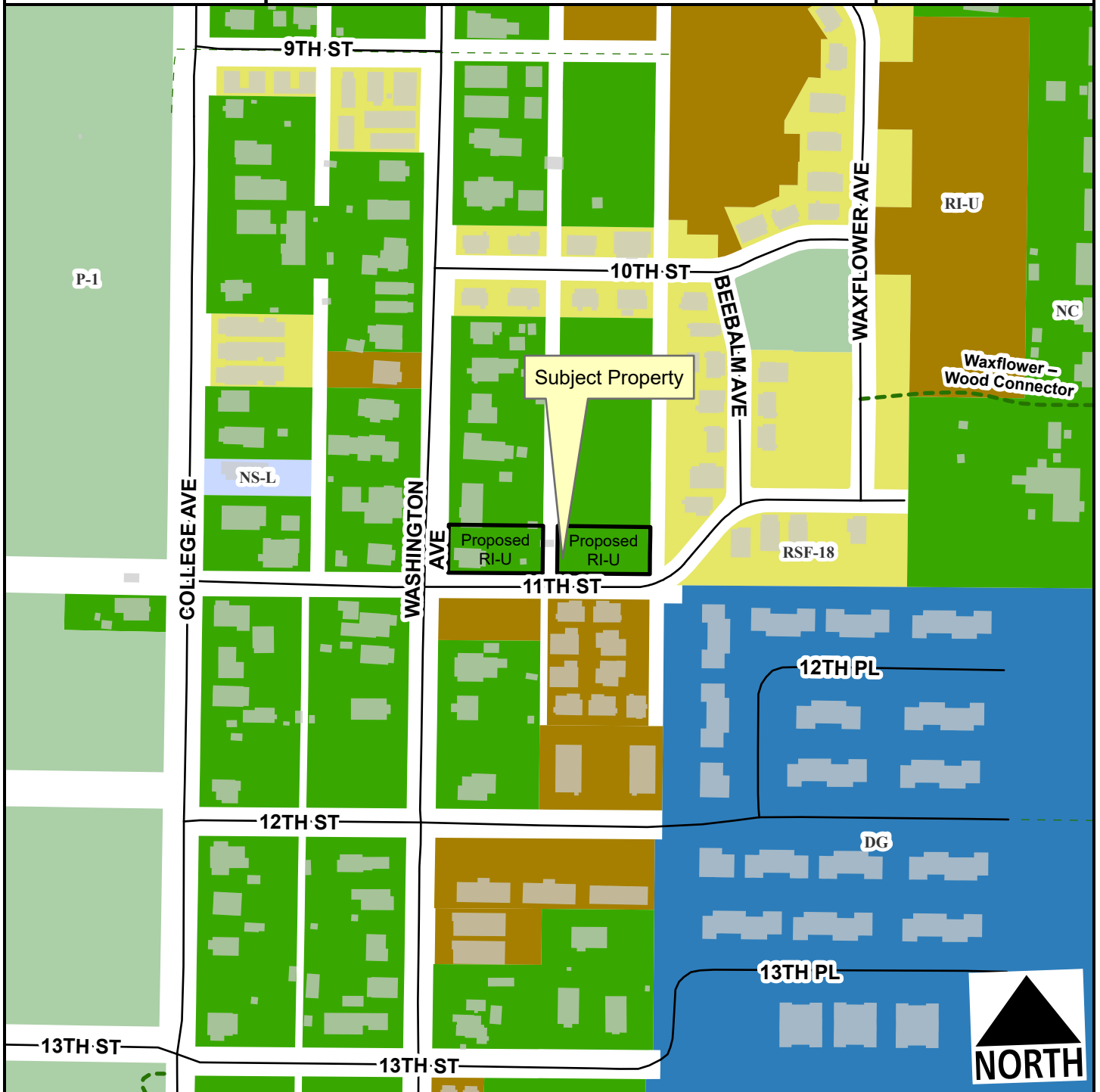
Comments:

RZN-2025-0063

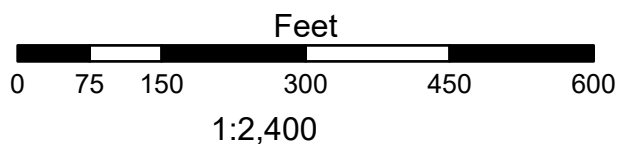
1090 S. WASHINGTON AVE

RZN-2025-0063
EXHIBIT A

Close Up View



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



Zone	Current	Proposed
NC	0.4	0.0
RI-U	0.0	0.4

Total 0.4 ac

RZN-2025-0063

EXHIBIT B

South half (½) of Lots Twenty-six (26) and Thirty One (31), and all of Lots Twenty-seven (27), Twenty-eight (28), Twenty-nine (29) and Thirty (30), in Block Numbered Three (3) in Glenwood Park Addition to the City of Fayetteville, as designated upon the recorded plat of said Addition on file in the office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas. (Commonly known as 1090 South Washington Ave., Fayetteville, Arkansas)



TO: Fayetteville Planning Commission

THRU: Jessie Masters, Planning Director

FROM: Donna Wonsower, Senior Planner

MEETING DATE: January 12, 2026 (UPDATED WITH MEETING RESULTS)

SUBJECT: **RZN-2025-0063: Rezoning (1090 S. WASHINGTON AVE/HORNBACK REVOCABLE TRUST, 563):** Submitted by WESLEY BATES for property located at 1090 S. WASHINGTON AVE. The property is zoned NC, NEIGHBORHOOD CONSERVATION and contains approximately 0.40 acres. The request is to rezone the property to RI-U, RESIDENTIAL INTERMEDIATE-URBAN.

RECOMMENDATION:

Staff recommends forwarding **RZN-2025-0063** to City Council with a recommendation of approval.”

RECOMMENDED MOTION:

*“I move to forward **RZN-2025-0063** to City Council with a recommendation of approval.”*

BACKGROUND:

The subject property is in south Fayetteville approximately 400 feet east of Walker Park at the intersection of S. Washington Ave. and E. 11th St. The subject area contains 0.40 acres composed of one parcel which is bisected by a 20-foot-wide unimproved alley right-of-way. The parcel has been constructed with an 826 square-foot single-family dwelling constructed in 1941. The property is partially encumbered by hydric soils and is located within the Walker Park Master Plan area. 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 and Undeveloped	NC, Neighborhood Conservation
South	Single-Family Residential and Undeveloped	RI-U, Residential Intermediate-Urban
East	Single-Family Residential	RSF-18, Residential Single-Family, 18 Units per Acre
West	Single-Family Residential	NC, Neighborhood Conservation

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

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

INFRASTRUCTURE AND ENVIRONMENTAL REVIEW:

Streets: The subject area has a road frontage along S. Washington Ave. and E. 11th St., both partially improved residential links with asphalt paving and open ditches. Any street improvements required in these areas would be determined at the time of the development proposal.

Water: Public water is available to the subject area. There is an existing 8-inch water main along E. 11th St. and an existing 6-inch water main along S. Washington Ave.

Sewer: Sanitary sewer is available to the subject area. There is an existing 8-inch sewer main along S. Washington Ave. There are known wet weather sewer capacity issues identified in the City's 2025 Sewer Master Plan that appear in the system 675 feet south of this property.

Drainage: No portion of the property lies with the Hillside-Hilltop Overlay District or FEMA floodplain, and no protected streams are present in the subject area. Hydric soils are present on the property. Hydric soils are a known indicator of wetlands. However, for an area to be classified as wetlands, it may also need other characteristics such as hydrophytes (plants that grow in water), and shallow water during parts of the year. Hydric Soils can be found across many areas of Fayetteville, including valleys, floodplains, and open prairies. It's important to identify these natural resources during development, so when these soils are identified on a property, further environmental studies will be required at the time of development. Before permits 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.

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 1, located at 303 W. Center St., protects this site. The property is located approximately 1.1 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 district, RI-U, Residential Intermediate-Urban requires **15% minimum canopy preservation**. The current zoning district, NC, Neighborhood Conservation requires **20% minimum canopy preservation**.

CITY PLAN 2040 FUTURE LAND USE PLAN: 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 7 for this site with a weighted score of 8. The following elements of the matrix contribute to the score:

- Adequate Fire Response (Station 1, 303 W. Center St.)
- Near Sewer Main (8", S. Washington Ave)
- Near Water Main (6", S. Washington Ave. | 8", E. 11th St.)
- Near City Park (Walker Park)
- Near Paved Trail (Walker Park | Waxflower – Wood Connector)
- Near ORT Bus Stop (College at Senior Center and Walker Park)
- Within Master Plan Area (Walker Park Master Plan)

FINDINGS OF THE STAFF

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

Finding: ***Land Use Compatibility:*** The subject property is primarily surrounded by single-family homes with relatively small lot sizes. Additionally, there are a high number of two-, three-, and four-family dwellings in the immediate vicinity and a 9-unit cluster housing court directly south of the subject area. The presence of existing alley right-of-way on the property, albeit unimproved, offers opportunities for alley-oriented development in line with recent ordinance changes, and existing alley-loaded development is present in the vicinity. RI-U permits a mix of low-intensity residential types with no maximum density, including up to four-unit buildings, but maintains a minimum lot width of 18 feet. That said, staff finds that parking, drainage, tree preservation and other requirements will likely limit the development potential of the parcel.

A rezoning to RI-U could support a broader range of housing types in an area experiencing increased demand for housing within close proximity to services such as Walker Park and a smaller unnamed park within Willow Bend, the Fayetteville Senior Center, Razorback Greenway, transit stops, churches and other nonresidential amenities. While NC and RI-U allow similar uses, RI-U permits more housing types with smaller lot size requirements, encouraging compatible infill development without disrupting neighborhood scale.

Land Use Plan Analysis: Staff finds the proposed zoning to be consistent with the property's Future Land Use Map designation as Residential Neighborhood Area. The RI-U zoning district would allow a greater variety of land uses in an urban setting, which staff finds to be compatible with the surrounding area. The property has a relatively high infill score of 7 with a

weighted score of 8, indicating it is a suitable location for infill development. The property fronts onto S. Washington, Ave., a marked shared roadway which connects into public trails and the Razorback Greenway, and which would enable residents to utilize alternative means of transportation. Infill in this area could help support Goals 1 and 3 by promoting moderate infill in an area that is highly walkable and near transit routes.

The subject property is included in the Walker Park Neighborhood Plan. The request for RI-U is appropriate given the Neighborhood Plan's vision for housing variety. The Walker Park Neighborhood Plan acknowledges the "predominately single-family nature of the interior of the neighborhood." A large swathe of primarily single-family zoned property is located roughly between E. 7th St. to E. 15th St. RI-U offers increased housing flexibility, which aligns with both the goals of the Walker Park Plan and City Plan 2040, without inserting any potential by-right commercial uses that were not envisioned for the neighborhood and may not be compatible at this time.

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 NC to RI-U. A rezoning to RI-U would permit the development of more units which could be subdivided onto individual lots, potentially enabling homeownership of smaller, more attainable dwelling units in an area of town with a relatively high concentration of services, amenities, and employment opportunities.

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

Finding: Staff finds that rezoning the property to RI-U is not likely to create or appreciable increase traffic danger and congestion since the subject property is relatively small. RI-U would also permit alley-oriented development in line with recent code changes. Any street improvements required in this area would be determined at the time of development proposal.

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

Finding: Rezoning the property from NC to RI-U has the potential to alter the population density when considering that RI-U has no set density limitation. However, given the presence of existing public infrastructure, the presence of nearby trails and other bike infrastructure, and proximity to nonresidential services such as the Senior Center, churches, transit stops, and parks, staff finds that the proposed rezoning is not likely to increase the load on public services to an undesirable degree. While there are known wet weather sewer capacity issues identified in the City's 2021 Sewer Master Plan that appear in the system approximately 675 linear feet downstream of this property, the small size of the property is also likely to naturally limit the development capacity of the parcel. 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.

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-2024-0063 be forwarded to City Council with a recommendation of approval.

PLANNING COMMISSION ACTION: Required <u>YES</u>			
Date: <u>January 12, 2026</u>	☐ Tabled	☒ Forwarded	☐ Denied
Motion: WERNER	"I move to forward RZN-2025-0063 to City Council with a recommendation of approval."		
Second: CASTIN			
Vote: 7-0-0			

BUDGET/STAFF IMPACT:

None

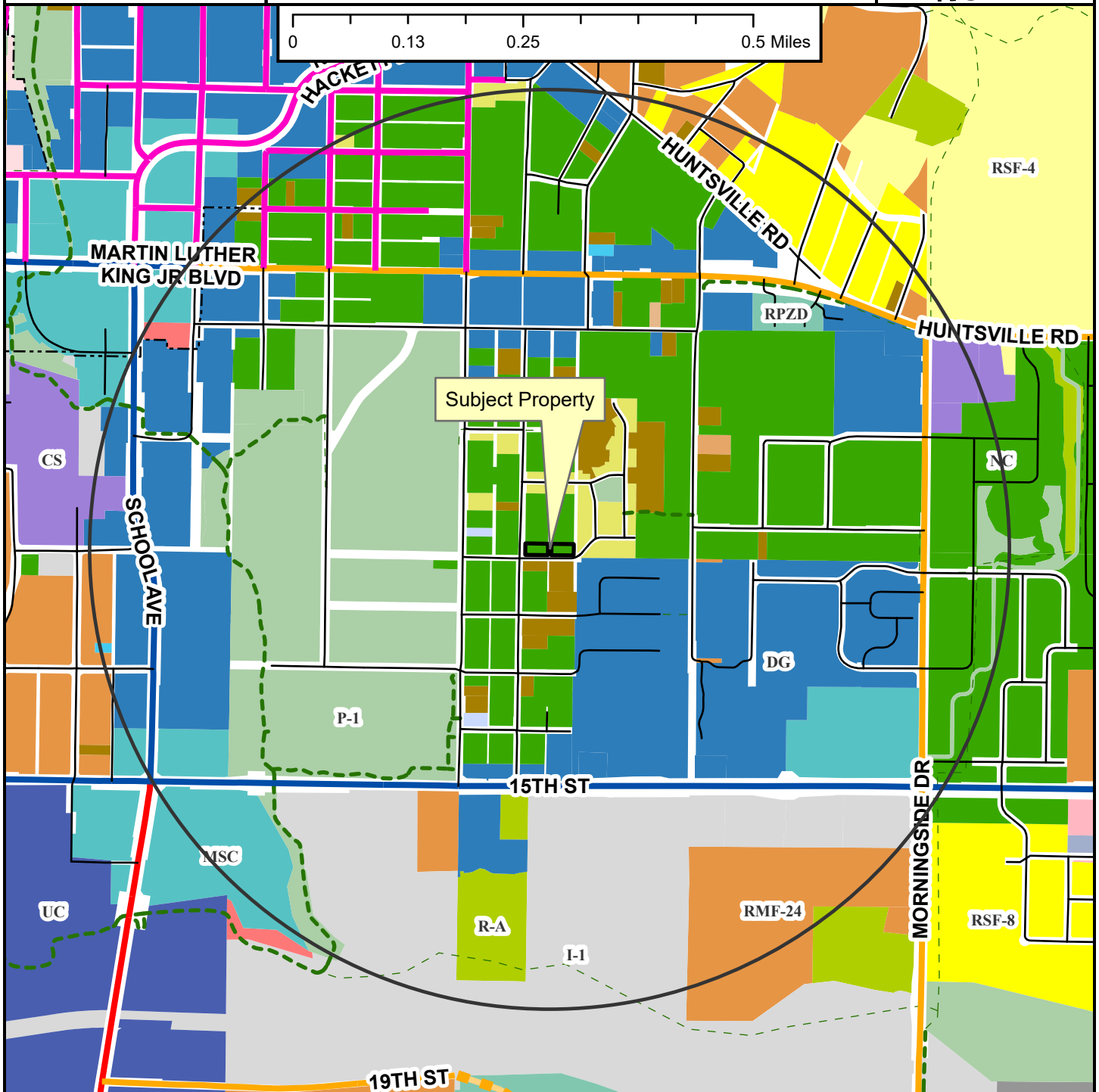
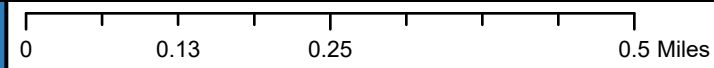
ATTACHMENTS:

- Project Maps
 - One Mile Map
 - Close-Up Map
 - Current Land Use Map
 - Future Land Use Map
- Unified Development Code
 - §161.29 District NC, Neighborhood Conservation
 - §161.12 District RI-U, Residential Intermediate – Urban
- Long-Range Planning Memo
- Request Letter

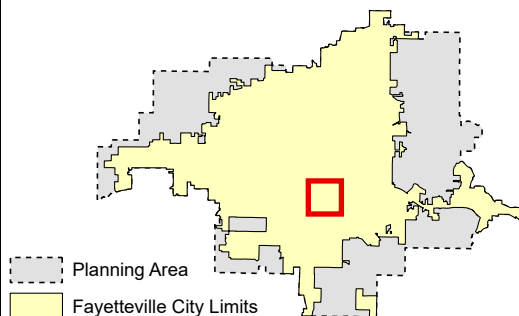
RZN-2025-0063

1090 S. WASHINGTON AVE

One Mile View



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

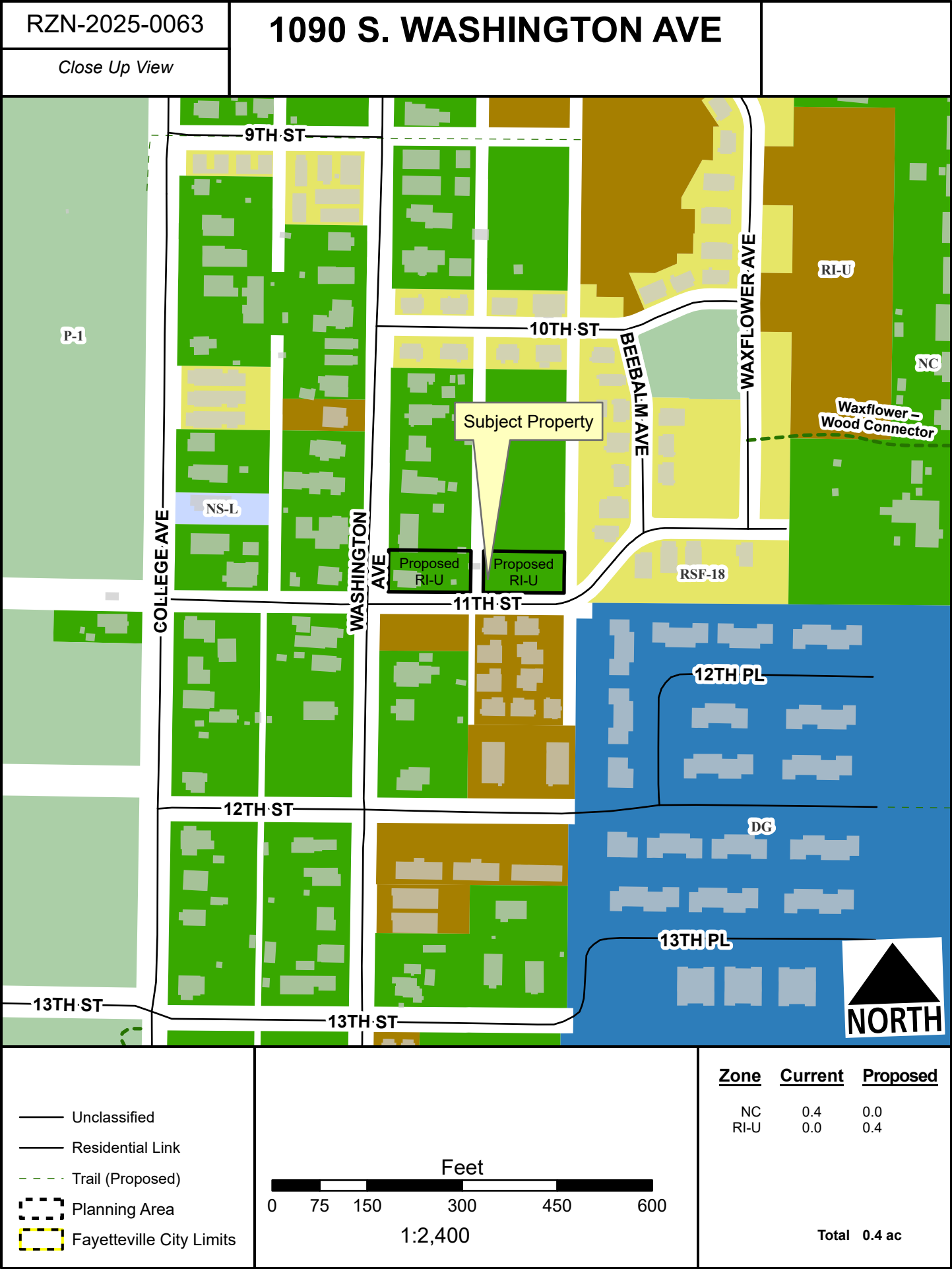


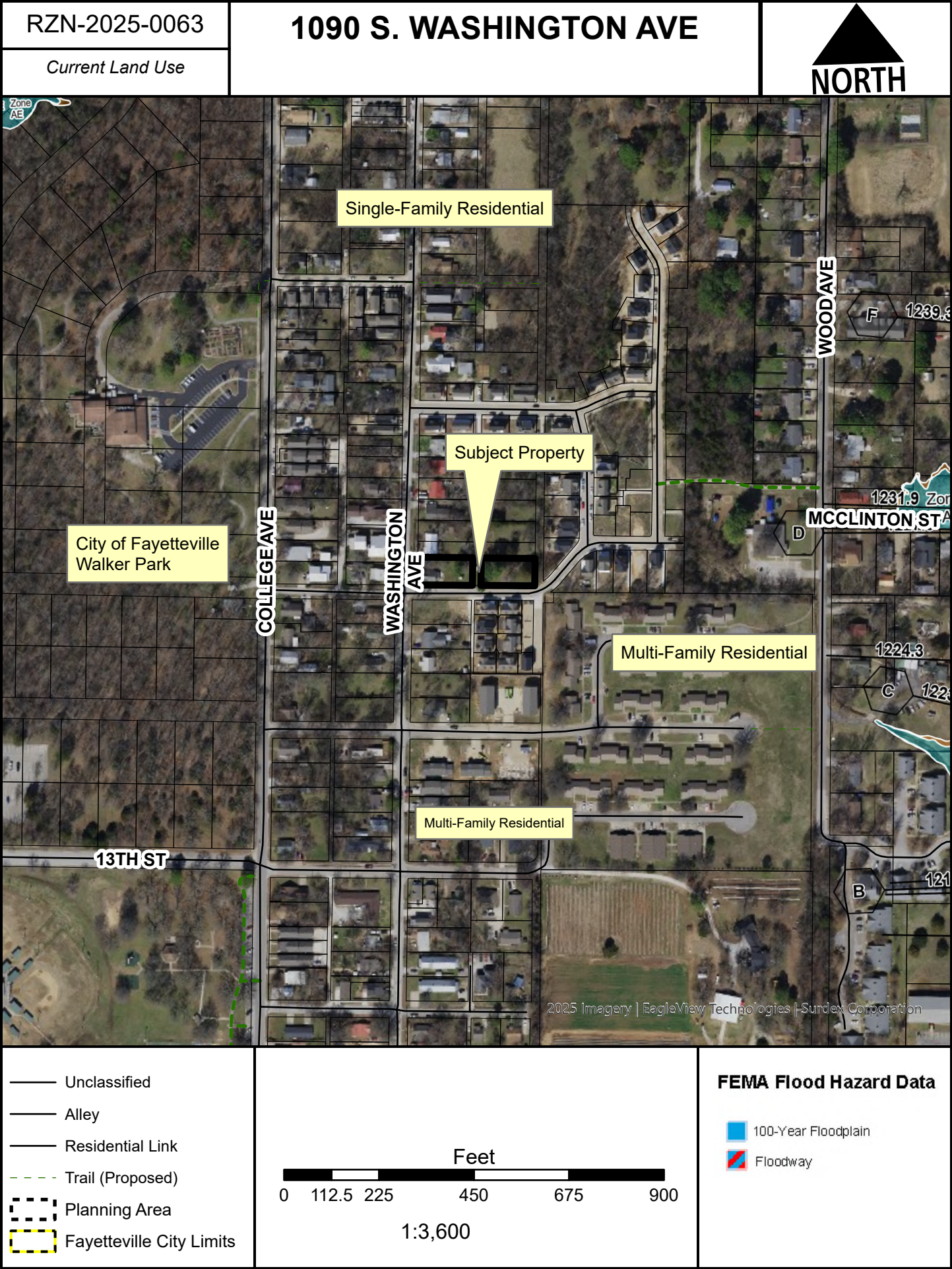
Planning Commission

January 12, 2026

RZN-2025-0063 (HORNBACK REVOCABLE TRUST)

Page 6 of 16

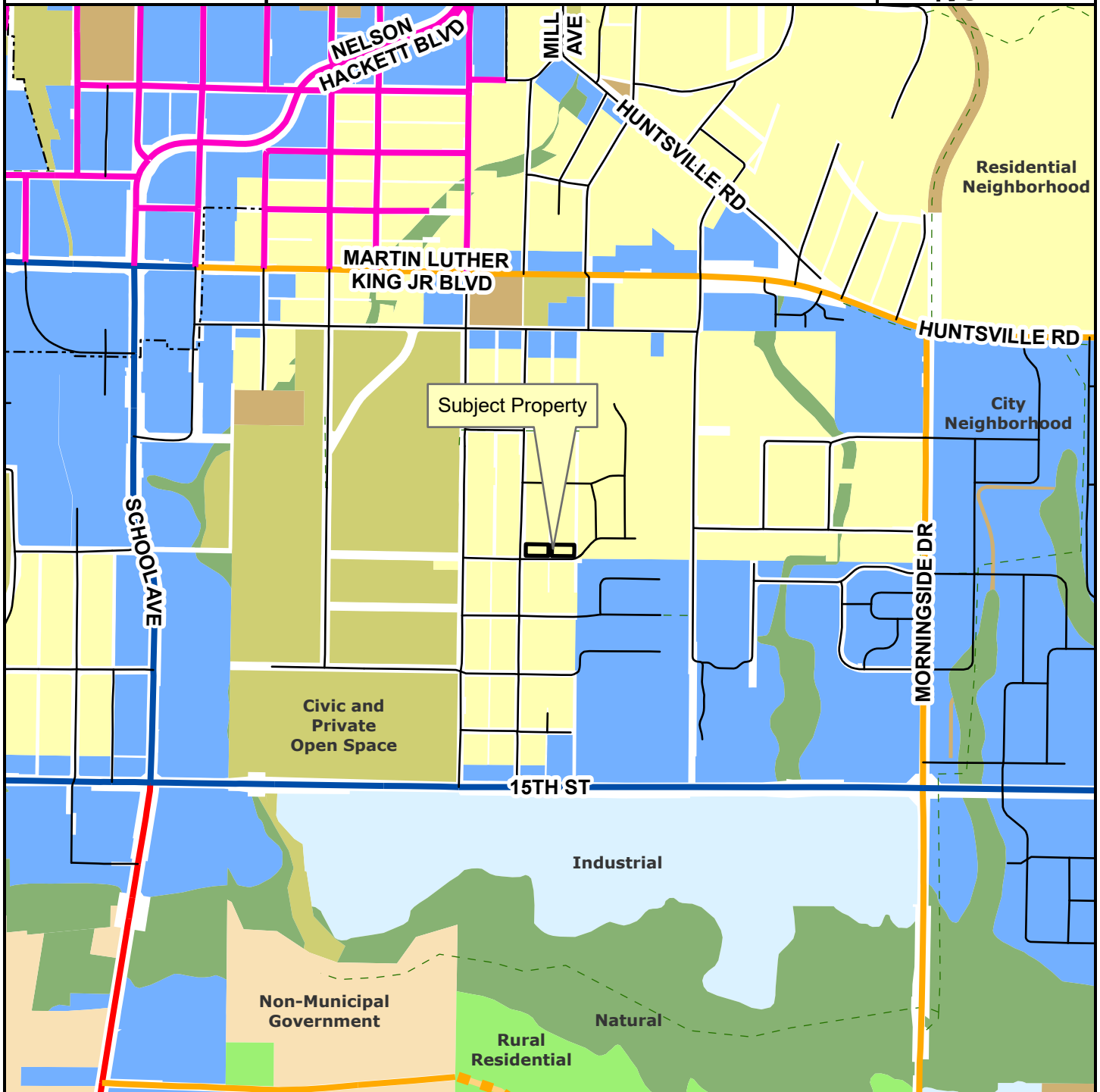




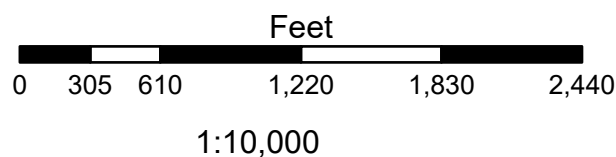
RZN-2025-0063

1090 S. WASHINGTON AVE

Future Land Use



- Regional Link
- Neighborhood Link
- Regional Link - High Activity
- Urban Center
- Unclassified
- Alley
- Residential Link
- Planned Neighborhood 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

161.12 District RI-U, Residential Intermediate - Urban

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

(B) *Uses.*

(1) *Permitted Uses.*

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

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 12a	Limited business
Unit 24	Home occupations
Unit 26	Multi-family dwellings
Unit 36	Wireless communications facilities
Unit 48	Private dormitories

(C) *Density.* None.

(D) *Bulk and Area Regulations.*

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

(E) *Setback Requirements.*

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

(F) *Building Height Regulations.*

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

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

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

(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; Ord. No. 6879, §2, 5-20-25)

Editor's note(s)—Ord. No. 6888, §1, adopted June 17, 2025 determines that Ordinance 6427 (Sunset Clause), Ordinance 6625 (extending Sunset Clause), Ordinance 6710 (extending the Sunset Clause), and Ordinance 6820 (extending the Sunset Clause) be amended so that Ordinance 6427 and all amendments to Code Sections ordained or enacted by Ordinance 6427 shall automatically sunset, be repealed and become void on November 30, 2025 unless prior to that time and date the City Council amends this ordinance to repeal or further amend this sunset, repeal and termination section.

161.29 Neighborhood Conservation

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

(B) *Uses.*

(1) *Permitted Uses.*

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

(2) *Conditional Uses.*

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

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

(D) *Bulk and Area Regulations.*

(1) *Lot Width Minimum.*

All dwelling types	40 feet
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(2) *Lot Area Minimum.* 4,000 square feet

(E) *Setback Regulations.*

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

(F) *Building Height Regulations.*

Building Height Maximum	3 stories
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(Ord. No. 5128, 4-15-08; Ord. No. 5312, 4-20-10; Ord. No. 5462, 12-6-11; Ord. No. 5592, 6-18-13; Ord. No. 5664, 2-18-14; Ord. No. 5800, §1(Exh. A), 10-6-15>; Ord. No. 5921, §1, 11-1-16; Ord. No. 5945, §§5, 7—9, 1-17-17; Ord. No. 6015, §1(Exh. A), 11-21-17; Ord. No. 6211, §1, 8-6-19; Ord. No. 6427, §§1(Exh. C), 2, 4-20-21)

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TO: Donna Wonsower, Senior Planner

FROM: Kylee Cole, Long Range & Preservation Planner

MEETING DATE: January 12, 2026

SUBJECT: Long Range Planning Comments Regarding RZN-2025-0063

BACKGROUND:

The applicant requests to rezone approximately 0.40 acres from NC, Neighborhood Conservation to RI-U, Residential Intermediate - Urban. Two long range planning documents are relevant when evaluating this request: *City Plan 2040* and the *Walker Park Neighborhood 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 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 attainable housing, and limits the amount of land consumed by development on the City's periphery, often termed "suburban sprawl".

Walker Park Neighborhood Plan (2008):

Adopted in February 2008, the Walker Park Neighborhood Plan outlined four guiding principles, of which one is relevant to this request:

1. Balance of Uses and Housing

DISCUSSION:

City Plan 2040 and Future Land Use Plan:

This area is designated as a Residential Neighborhood area, which are "primarily residential in nature and support a wide variety of housing types of appropriate scale and context."¹ The request aligns with this designation by increasing the variety of housing types permitted from just single-family to include two-, three-, and four-family housing. The RI-U district would also allow the incorporation of some non-residential uses by conditional use like Limited Business (Use Unit 12a).

¹ City Plan 2040, 128.

Walker Park Neighborhood Plan:

The subject property is included in the *Walker Park Neighborhood Plan*. The request for RI-U is appropriate given the *Neighborhood Plan*'s vision for housing variety. The *Walker Park Neighborhood Plan* acknowledges the "predominately single-family nature of the interior of the neighborhood."² A large swathe of primarily single-family zoned property is located roughly between E. 7th St. to E. 15th St. RI-U offers increased housing flexibility, which aligns with both the goals of the *Walker Park Plan* and *City Plan 2040*, without inserting any potential by-right commercial uses that were not envisioned for the neighborhood and may not be compatible at this time.

Property History:

The subject properties contains a single-family dwelling constructed ca. 1941, according to Washington County Tax Assessor records. The property is of historic age, but does not retain it's integrity of design or materials and is not eligible for the state or National Register of Historic Places. The property is not within a local historic district.



² Walker Park Neighborhood Plan, 18.

To: Fayetteville Planning Commission
From: Wes Bates
Re: Rezoning Request – 1090 S Washington Ave (NC → RI-U)
Date: 11-11-2025

Dear Commissioners,

I am requesting a rezoning for the property located at 1090 S Washington Ave from Neighborhood Conservation (NC) to Residential Intermediate-Urban (RI-U). The property is currently zoned for single-family use, but the lot size and existing structure make it well-suited for the type of gentle residential infill envisioned by the City Plan.

The goal of this rezoning is to add additional housing options to the neighborhood by allowing flexibility for small-scale residential development while maintaining the existing neighborhood character.

Statement of Compatibility

The proposed RI-U zoning is compatible with the surrounding context and consistent with the city's goals for infill development and attainable housing. There is already RI-U zoning directly across the street, and this rezoning would create a logical continuation of that existing pattern.

The RI-U district allows for a modest increase in residential density while maintaining the form and scale of traditional neighborhood development. It does not permit commercial uses, ensuring that the area remains residential in nature.

This rezoning supports the City Plan's emphasis on infill housing, walkability, and the efficient use of existing infrastructure. Allowing an additional residential unit or tandem lot configuration at 1090 S Washington provides attainable housing options that align with the long-term goals for this neighborhood.

Thank you for your consideration,
Wes Bates



MEETING OF FEBRUARY 3, 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-2025-0065: Rezoning (1807 N GARLAND AVE, 365): Submitted by WESLEY BATES for property located at 1807 N. GARLAND AVE. in WARD 2. The property is zoned RSF-4, RESIDENTIAL SINGLE-FAMILY, FOUR UNITS PER ACRE, and contains approximately 0.40 acres. The request is to rezone the property to RI-U, RESIDENTIAL INTERMEDIATE-URBAN**

RECOMMENDATION:

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

BACKGROUND:

The subject property, located at 1807 N. Garland Avenue, is situated approximately 80 feet west of the intersection of W. Bel Air Drive and N. Garland Avenue. The parcel encompasses approximately 0.4 acres and was originally developed in 1948. The property was most recently purchased on December 5, 2025. The area surrounding the property is primarily RSF-4, Residential Single-Family, 4 Units per Acre with the property adjacent to the south recently rezoned to RI-U, Residential Intermediate – Urban on March 10, 2025 (RZN-2025-0005).

Request: The request is to rezone the subject property from RSF-4, Residential Single-Family, Four (4) Units per Acre to RI-U, Residential Intermediate - Urban.

Public Comment: Staff received one public comment in opposition, citing the existing zoning's allowance of ADUs to support density goals, and that a rezone to RI-U would allow higher density. Additional concerns related to current drainage issues and overall neighborhood character were also shared.

Land Use Compatibility: Staff finds the requested rezoning to be compatible with the surrounding area and current land uses. The current RSF-4 zoning permits single-family residential development, while the proposed RI-U zoning allows for a broader range of mixed-residential uses, including single-family and two-family to four-family dwellings, accessory dwelling units, cluster housing, and short-term rentals. The RI-U district is intended to follow an urban form development pattern, emphasizing building placement, scale, and orientation that are compatible with walkable, neighborhood-oriented environments. Given the property's proximity to existing single-family development to the north, east, and west, and mixed-residential housing types to the south, staff finds that rezoning to RI-U would provide an appropriate and compatible transition between surrounding land uses. While both districts allow up to three stories, RI-U permits this height only when buildings or portions of buildings are set back more than 10 ft from the Master Street Plan right-of-way, ensuring compatibility with the surrounding neighborhood.

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov

Land Use Plan Analysis: Staff finds the proposed rezoning to be consistent with the goals and policies of City Plan 2040 and the property's designation as a Residential Neighborhood area on the Future Land Use Map. Rezoning the property from RSF-4 to RI-U supports City Plan 2040 Goal #6 by expanding housing choices and encouraging a mix of housing types and densities in walkable areas with access to transit and active transportation networks. Staff finds the subject site to be in an increasingly walkable area, particularly with access to the midtown trail alongside available transit service. The site's location and surrounding development pattern support continued residential use with a mix of housing types, and the proposed rezoning advances the City's long-range land use and housing objectives.

CITY PLAN 2040 INFILL MATRIX: City Plan 2040's Infill Matrix indicates a score of **6** for this site. The following elements of the matrix contribute to the score:

- Adequate Fire Response (Station #8)
- Near Sewer Main (N Garland Ave and subject property)
- Near Water Main (N Garland Ave and subject property)
- Near City Park (Scull Creek Trail, Agri Park, and Lewis Soccer Complex)
- Near Paved Trail (Garland Ave and Midtown Trail)
- Near Razorback Bus Stop (Garland & Sycamore)

DISCUSSION:

At the January 12, 2026, Planning Commission meeting, a vote of 7-0-0 forwarded the request to City Council with a recommendation of approval. Commissioners in favor did not offer any comments. No members of the public spoke at the meeting.

BUDGET/STAFF IMPACT:

N/A

ATTACHMENTS: 3. Staff Review Form, 4. Exhibit A, 5. Exhibit B, 6. PC Staff Report

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 #: 2026-102

AN ORDINANCE TO REZONE THE PROPERTY DESCRIBED IN REZONING PETITION RZN 2025-65 FOR APPROXIMATELY 0.40 ACRES LOCATED AT 1807 NORTH GARLAND AVENUE IN WARD 2 FROM RSF-4, RESIDENTIAL SINGLE-FAMILY, FOUR 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 from RSF-4, Residential Single-Family, Four 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

2026-102

Item ID

2/3/2026

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

Jonathan Curth

1/15/2026

DEVELOPMENT SERVICES (620)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

RZN-2025-0065: Rezoning (1807 N GARLAND AVE, 365): Submitted by WESLEY BATES for property located at 1807 N. GARLAND AVE. in WARD 2. The property is zoned RSF-4, RESIDENTIAL SINGLE-FAMILY, FOUR UNITS PER ACRE, and contains approximately 0.40 acres. The request is to rezone the property to 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:

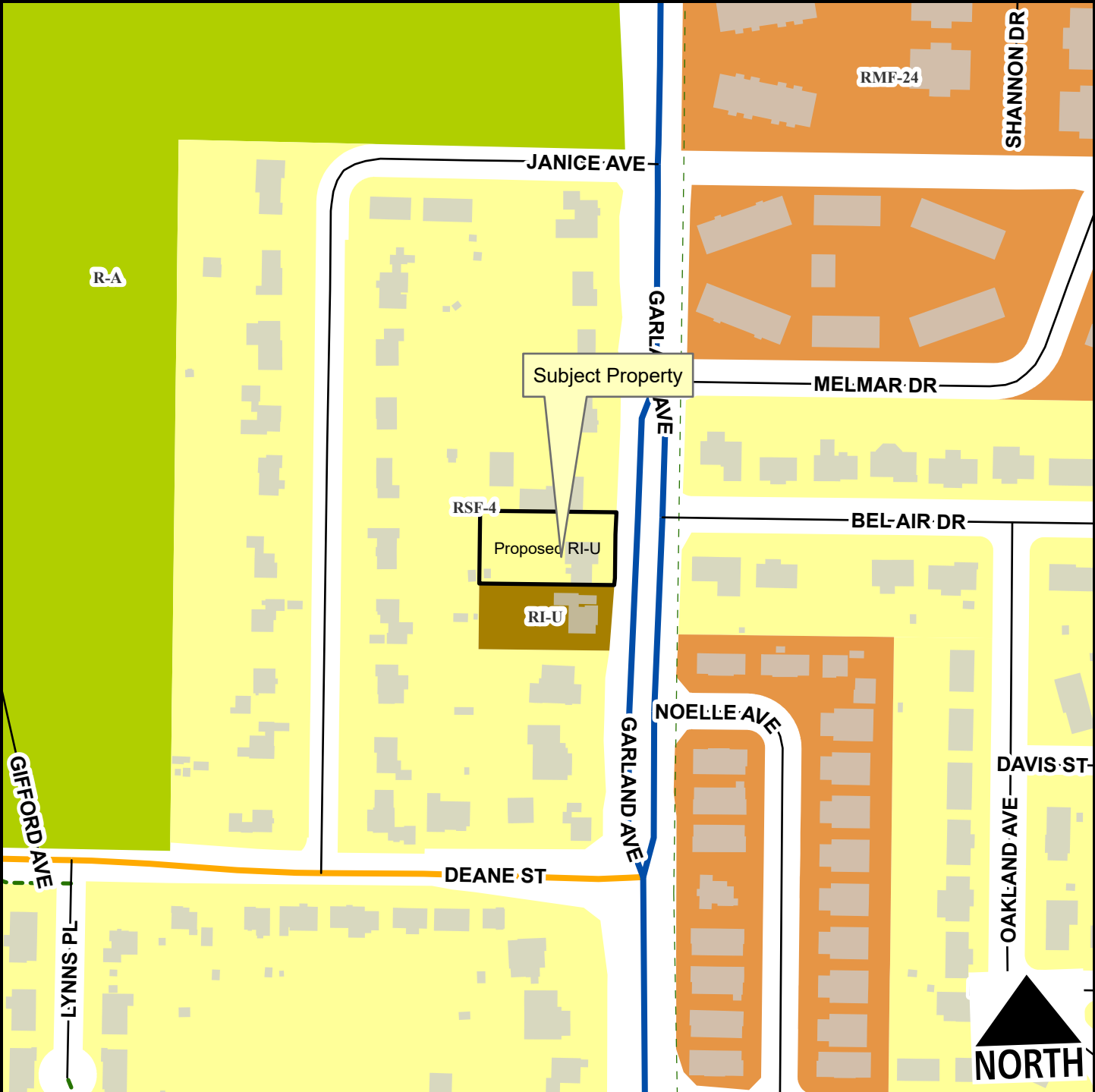
Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:



Neighborhood Link Regional Link - High Activity Unclassified Residential Link Trail (Proposed) Planning Area Fayetteville City Limits	Feet 075150300450600 1:2,400	<table> <tr> <th>Zone</th><th>Current</th><th>Proposed</th></tr> <tr> <td>RI-U</td><td>0.0</td><td>0.4</td></tr> <tr> <td>RSF-4</td><td>0.4</td><td>0.0</td></tr> <tr> <td colspan="2">Total</td><td>0.4 ac</td></tr> </table>	Zone	Current	Proposed	RI-U	0.0	0.4	RSF-4	0.4	0.0	Total		0.4 ac
Zone	Current	Proposed												
RI-U	0.0	0.4												
RSF-4	0.4	0.0												
Total		0.4 ac												

EXHIBIT B

Lot 5, Rudolph Subdivision, to the City of Fayetteville, Arkansas, as shown on plat of record in Plat Book 5 at Page 66, plat of records of Washington County, Arkansas.

LESS AND EXCEPT:

Part of Lot 5 of Rudolph Subdivision to the City of Fayetteville, Washington County, Arkansas, more particularly described as follows:

Commencing at a point being used as the Southwest Corner of Lot 7 of Rudolph Subdivision to the City of Fayetteville; thence South 87° 10' 55" East along the South line of said Lot 7 a distance of 211.72 feet to a point on the Westerly right of way line of State Highway 112 as established by AHTD Job 040489; thence South 02° 43' 00" West along said right of way line a distance of 89.97 feet to a point on the North line of Lot 5 of Rudolph Subdivision to the City of Fayetteville to the **POINT OF BEGINNING**; thence continue South 02° 43' 10" West along said right of way line a distance of 100.04 feet to a point on the South line of Lot 5 of Rudolph Subdivision to the City of Fayetteville; thence North 87° 09' 08" West along said South line a distance of 24.77 feet to a point on the Westerly right of way line of State Highway 112 as established by AHTD Job 040489; thence North 20° 49' 49" East along said right of way line a distance of 9.71 feet to a point; thence North 02° 46' 51" East along said right of way line a distance of 60.03 feet to a point; thence North 04° 39' 26" East along said right of way line a distance of 30.41 feet to a point on the North line of Lot 5 of Rudolph Subdivision to the City of Fayetteville; thence South 87° 11' 24" East along said North line a distance of 23.06 feet to the point of beginning and containing 0.06 acres or 2,402 square feet more or less as shown on AHTD plans referenced as Job 040489.

Subject to easements, rights-of-way, and protective covenants of record, if any.

Subject to prior mineral reservations and oil and gas leases.



TO: Fayetteville Planning Commission

THRU: Jessie Masters, Planning Director

FROM: Citlali Samano, Planner

MEETING DATE: January 12, 2026

SUBJECT: **RZN-2025-0065: Rezoning (1807 N GARLAND AVE, 365):** Submitted by WESLEY BATES for property located at 1807 N. GARLAND AVE. The property is zoned RSF-4, RESIDENTIAL SINGLE-FAMILY, ONE UNIT PER ACRE, and contains approximately 0.40 acres. The request is to rezone the property to RI-U, RESIDENTIAL INTERMEDIATE-URBAN.

RECOMMENDATION:

Staff recommends forwarding **RZN-2025-0065** to City Council with a recommendation of approval.

RECOMMENDED MOTION:

*"I move to forward **RZN-2025-0065** to City Council with a recommendation of approval."*

BACKGROUND:

The subject property, located at 1807 N. Garland Avenue, is situated approximately 80 ft west of the intersection of W. Bel Air Drive and N. Garland Avenue. The parcel encompasses approximately 0.4 acres and was originally developed in 1948. The property was most recently purchased on December 5, 2025. Surrounding land uses and zoning are depicted in *Table 1*.

Table 1:
Surrounding Land Uses and Zoning

Direction	Land Use	Zoning
North	Residential Single-Family	RSF-4, Residential Single-Family, 4 Units per Acre
South	Residential Mixed-Family	RI-U, Residential Intermediate - Urban
East	N Garland Avenue, Residential Single-Family across Regional Link	RSF-4, Residential Single-Family, 4 Units per Acre
West	Residential Single-Family	RSF-4, Residential Single-Family, 4 Units per Acre

Request: The request is to rezone the subject property from RSF-4, Residential Single-Family, 4 Units per Acre, to RI-U, Residential Intermediate - Urban. The applicant has indicated that they are requesting the rezoning to allow for gentle residential infill through flexibility for small-scale residential development, such as cluster housing, while maintaining the residential character of the area.

Public Comment: Staff has received a comment opposing the subject rezoning. The comment stems from a previous rezoning of 1791 N. Garland Avenue, which was approved on March 10, 2025 (RZN-2025-0005). The opposition is based on concerns regarding building height and density; however, no specific development plans have been submitted to the Planning Department.

INFRASTRUCTURE AND ENVIRONMENTAL REVIEW:

Streets: The subject area has a road frontage along North Garland Avenue. North Garland Avenue is a Fully improved Regional-High Activity Link Street with asphalt paving, sidewalk and 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 available to the subject area. An existing 8-inch water main is present along North Garland Avenue.

Sewer: Sanitary sewer is available to the subject area. An existing 8-inch sewer main is present along North Garland Avenue. There are known wet weather sewer capacity issues identified in the City's 2025 Sewer Master Plan that appear in the system 350 ft northwest of this property.

Drainage: The property is not located within a FEMA floodplain, protected stream, or the Hillside–Hilltop Overlay District; however, hydric soils are present on site. Hydric soils can indicate potential wetlands, though additional characteristics such as hydrophytic vegetation and seasonal standing water are required for formal wetland classification. Because hydric soils are present, further environmental review will be required at the time of development. Prior to permit issuance, a report from a qualified environmental professional must be submitted addressing the presence of wetlands. If wetlands are identified, a U.S. Army Corps of Engineers (USACE) jurisdictional determination will be required. Any drainage improvements will be evaluated during development review.

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 1.2 miles from the fire station with an anticipated drive time of approximately 3 minutes using existing streets. The anticipated response time would be approximately 5.2 minutes. The Fire Department response time is calculated based on the drive time plus 1 minute for dispatch and 1.2 minutes for turn-out time. Within the City Limits, the Fayetteville Fire Department has a response time goal of 6 minutes for an engine and 8 minutes for a ladder truck.

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

Tree Preservation:

The existing zoning district, RSF-4, Residential Single-Family, 4 Units per Acre, requires a **25% minimum canopy preservation** whereas the proposed zoning district, RI-U, Residential Intermediate - Urban, requires a **15% 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 a **Residential Neighborhood Area**.

Residential Neighborhood Areas are primarily residential in nature and support a wide variety of housing types of appropriate scale and context: single-family, duplexes, rowhouses, multifamily and accessory dwelling units. Residential Neighborhood encourages highly connected, compact blocks with gridded street patterns and reduced building setbacks. It also encourages traditional neighborhood development that incorporates low-intensity non-residential uses intended to serve the surrounding neighborhoods, such as retail and offices, on corners and along connecting corridors. This designation recognizes existing conventional subdivision developments which may have large blocks with conventional setbacks and development patterns that respond to features of the natural environment. Building setbacks may vary depending on the context of the existing neighborhood.

CITY PLAN 2040 INFILL MATRIX: City Plan 2040's Infill Matrix indicates a score of 6 for this site with a weighted score of 11.5. The following elements of the matrix contribute to the score:

- Adequate Fire Response (Station #8)
- Near Sewer Main (N Garland Ave and subject property)
- Near Water Main (N Garland Ave and subject property)
- Near City Park (Scull Creek Trail, Agri Park, and Lewis Soccer Complex)
- Near Paved Trail (Garland Ave and Midtown Trail)
- Near Razorback Bus Stop (Garland & Sycamore)

FINDINGS OF THE STAFF

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

Finding: ***Land Use Compatibility:*** Staff finds the requested rezoning to be compatible with the surrounding area and current land uses. The current RSF-4 zoning permits single-family residential development, while the proposed RI-U zoning allows for a broader range of mixed-residential uses, including single-family and two-family to four-family dwellings, accessory dwelling units, cluster housing, and short-term rentals. The RI-U district is intended to follow an Urban Form development pattern, emphasizing building placement, scale, and orientation that are compatible with walkable, neighborhood-oriented environments. Given the property's proximity to existing single-family development to the north, east, and west, and mixed-residential uses to the south, staff finds that rezoning to RI-U would provide an appropriate and compatible transition between surrounding land uses. Additionally, the lot width, lot area, and building height standards of the RI-U district are comparable to those of RSF-4. While both districts allow up to three stories, RI-U permits this height only when buildings or portions of buildings are set back more than 10 ft from the Master Street Plan right-of-way, ensuring compatibility with the surrounding neighborhood.

Land Use Plan Analysis: Staff finds the proposed rezoning to be consistent with the goals and policies of City Plan 2040 and the property's designation as a Residential Neighborhood area on the Future Land Use Map. Rezoning

the property from RSF-4 to RI-U supports City Plan 2040 Goal #6 by expanding housing choices and encouraging a mix of housing types and densities in walkable areas with access to transit and active transportation networks. The subject site is in a highly walkable area with available transit service. The site's location and surrounding development pattern support continued residential use with a mix of housing types, and the proposed rezoning advances the City's long-range land use and housing objectives.

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

Finding: Staff finds sufficient justification for rezoning the property from RSF-4 to RI-U at this time. The request would allow for mixed-residential development that is consistent with the area's Residential Neighborhood future land use designation and reflective of the surrounding development pattern. The proposed zoning provides greater flexibility while maintaining compatibility with adjacent properties.

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 RI-U has the potential to increase traffic to this location, though not necessarily in a way that is considerably different than how the site has been used for decades. Staff does not find that this request will appreciably increase traffic or 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 RI-U zoning district does have by-right residential uses and is therefore unlikely to increase the population density in this area. The overall property has access to existing water and sanitary sewer as well as fully-improved streets. Any development on this site will be responsible for increasing sewer capacity as needed.

5. If there are reasons why the proposed zoning should not be approved in view of considerations under b (1) through (4) above, a determination as to whether the proposed zoning is justified and/or necessitated by peculiar circumstances such as:

- a. It would be impractical to use the land for any of the uses permitted under its existing zoning classifications;
- b. There are extenuating circumstances which justify the rezoning even though there are reasons under b (1) through (4) above why the proposed zoning is not desirable.

Finding: N/A

RECOMMENDATION: Planning staff recommends forwarding RZN-2025-0065 to City Council with a recommendation of approval.

PLANNING COMMISSION ACTION: Required <u>YES</u>			
Date: <u>January 12, 2026</u>	☐ Tabled	☒ Forwarded	☐ Denied
Motion: Werner			
Second: Castin			
Vote: 7-0			

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 - Four (4) Units Per Acre
 - §161.32 District RI-U, Residential Intermediate - Urban
 - Longe-Range Planning
 - LRP Memo
 - Applicant Exhibits
 - Request Letter
-

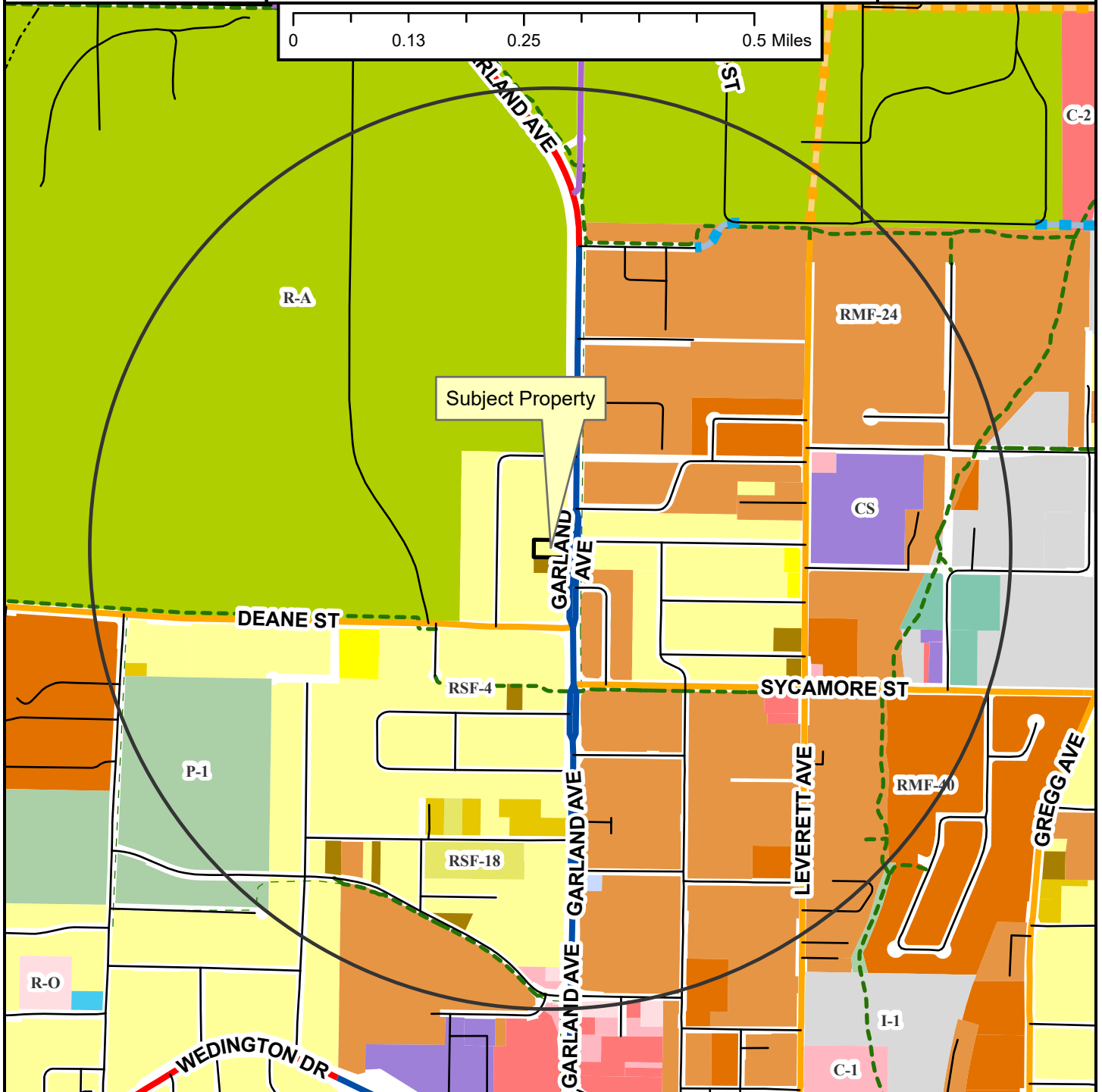
RZN-2025-0065

1807 N. GARLAND AVE

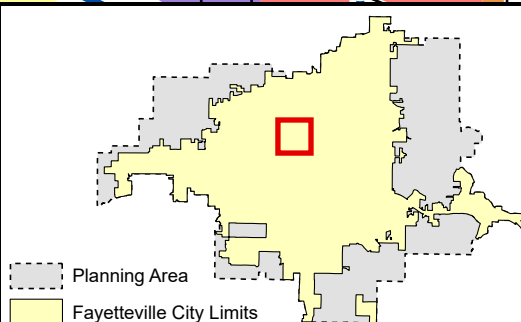
One Mile View

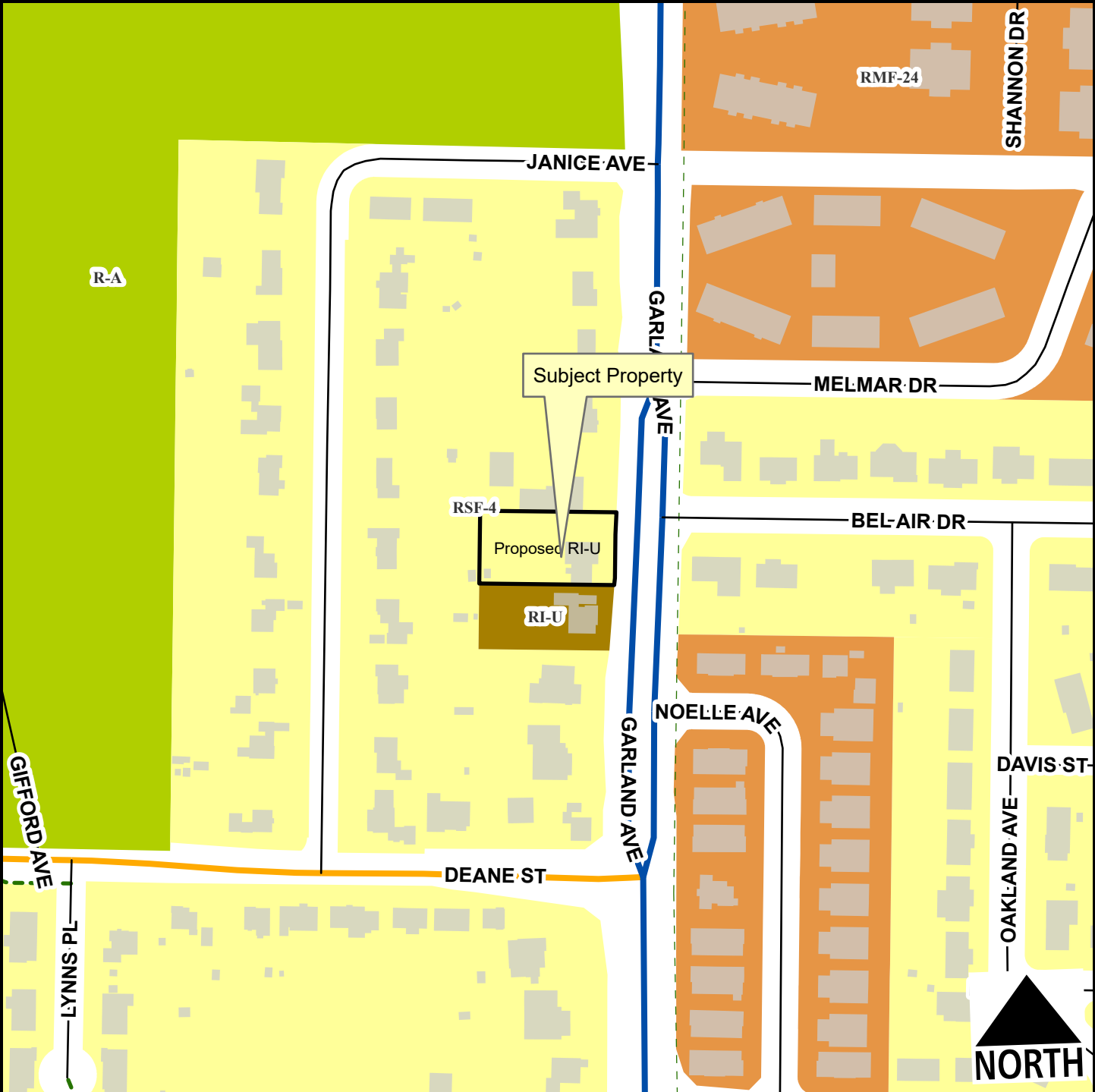


0 0.13 0.25 0.5 Miles



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





Neighborhood Link

Regional Link - High Activity

Unclassified

Residential Link

Trail (Proposed)

Planning Area

Fayetteville City Limits

Feet

0 75 150 300 450 600

1:2,400

Zone	Current	Proposed
RI-U	0.0	0.4
RSF-4	0.4	0.0
Total 0.4 ac		

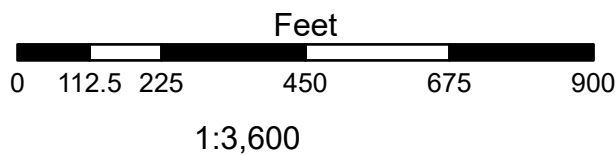
RZN-2025-0065

1807 N. GARLAND AVE

Current Land Use



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



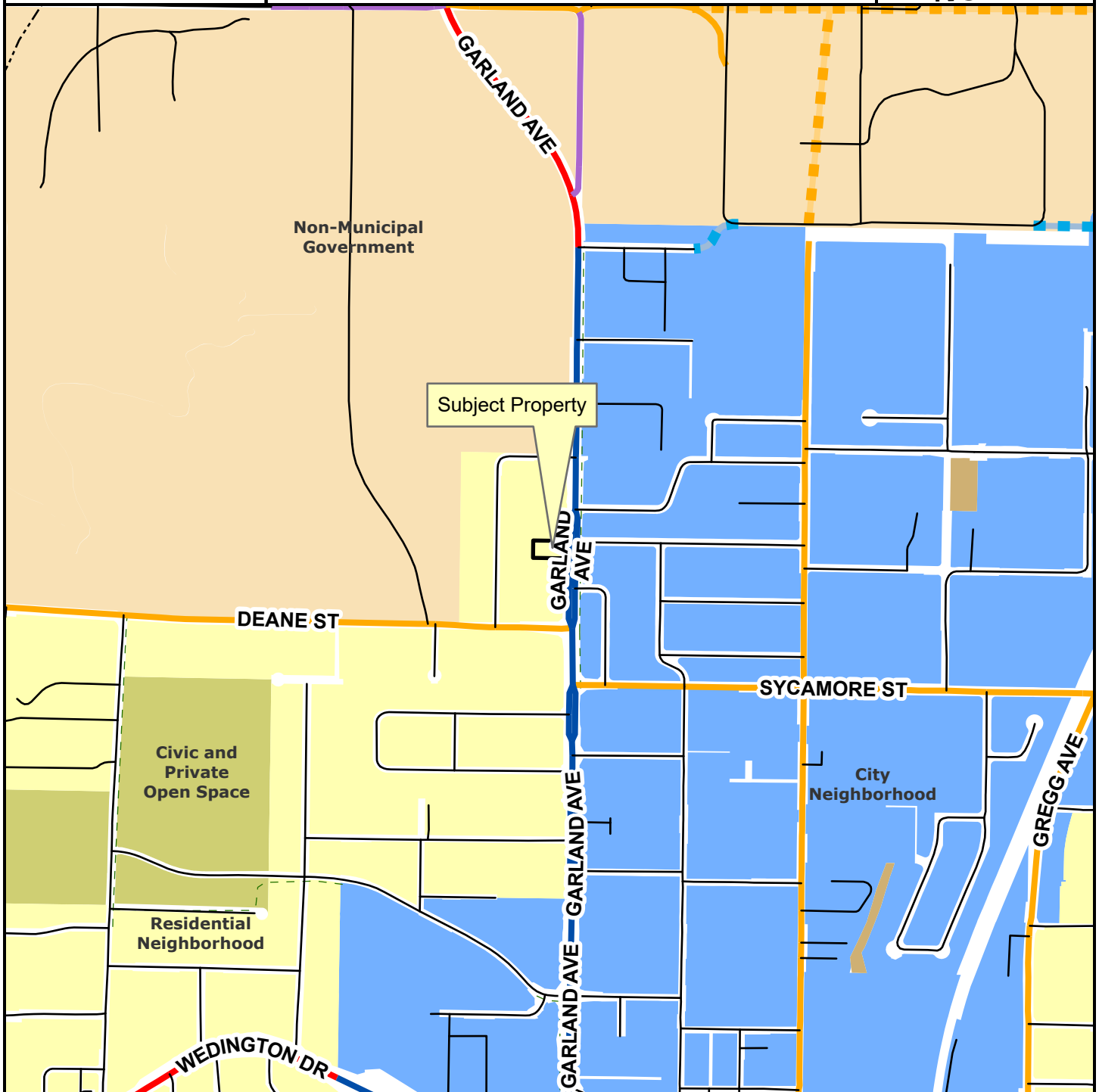
FEMA Flood Hazard Data

- 100-Year Floodplain
- Floodway

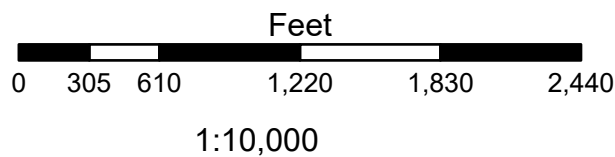
RZN-2025-0065

1807 N. GARLAND AVE

Future Land Use



- Regional Link
- Neighborhood Link
- Institutional Master Plan
- Regional Link - High Activity
- 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

161.07 District RSF-4, Residential Single-Family - Four (4) Units Per Acre

(A) *Purpose.* The RSF-4 Residential District is designed to permit and encourage the development of low density detached dwellings in suitable environments, as well as to protect existing development of these types.

(B) *Uses.*

(1) *Permitted Uses.*

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

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 9	Two-family dwellings
Unit 12a	Limited business
Unit 24	Home occupations
Unit 36	Wireless communications facilities
Unit 44	Cluster Housing Development

(C) *Density.*

	Single-family dwellings	Two (2) family dwellings
Units per acre	4 or less	7 or less

(D) *Bulk and Area Regulations.*

	Single-family dwellings	Two (2) family dwellings
Lot minimum width	70 ft	80 ft
Lot area minimum	8,000 square ft	12,000 square ft
Land area per dwelling unit	8,000 square ft	6,000 square ft
Hillside Overlay District Lot minimum width	60 ft	70 ft
Hillside Overlay District Lot area minimum	8,000 square ft	12,000 square ft
Land area per dwelling unit	8,000 square ft	6,000 square ft

(E) *Setback Requirements.*

Front	Side	Rear
15 ft	5 ft	15 ft

(F) *Building Height Regulations.*

Building Height Maximum	3 stories
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- (G) **Building Area.** On any lot the area occupied by all buildings shall not exceed 40% of the total area of such lot. Accessory ground mounted solar energy systems shall not be considered buildings.

(Code 1991, §160.031; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99; Ord. No. 4858, 4-18-06; Ord. No. 5028, 6-19-07; Ord. No. 5128, 4-15-08; Ord. No. 5224, 3-3-09; Ord. No. 5312, 4-20-10; Ord. No. 5462, 12-6-11; Ord. No. 5921, §1, 11-1-16; Ord. No. 5945, §8, 1-17-17; Ord. No. 6015, §1(Exh. A), 11-21-17; Ord. No. 6245, §2, 10-15-19; Ord. No. 6427, §§1(Exh. C), 2, 4-20-21)

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

161.12 - District RI-U, Residential Intermediate - Urban

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

- (B) **Uses.**

(1) Permitted Uses.

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

(2) Conditional Uses.

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 12a	Limited business
Unit 24	Home occupations
Unit 26	Multi-family dwellings
Unit 36	Wireless communications facilities
Unit 48	Private dormitories

- (C) **Density.** None.

- (D) **Bulk and Area Regulations.**

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

- (E) **Setback Requirements.**

Front	Side Other Uses
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A build-to zone that is located between the front property, line and a line 25 ft from the front property line.	None
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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 ft 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 ft 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; 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.



TO: Citlali Samano, Planner

FROM: Kylee Cole, Long Range & Preservation Planner

MEETING DATE: January 12, 2026

SUBJECT: Long Range Planning Comments Regarding RZN-2025-0065

BACKGROUND:

The applicant requests to rezone approximately 0.40 acres from RSF-4, Residential Single-Family, Four Units per Acre to RI-U, Residential Intermediate - Urban. One long range planning document is relevant when evaluating this request: *City Plan 2040*.

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 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 attainable housing, and limits the amount of land consumed by development on the City's periphery, often termed "suburban sprawl".

DISCUSSION:

City Plan 2040 and Future Land Use Plan:

This area is designated as a Residential Neighborhood area, which are "primarily residential in nature and support a wide variety of housing types of appropriate scale and context."¹ The request aligns with this designation by increasing the variety of housing types permitted from just single-family to include two-, three-, and four-family housing. The RI-U district would also allow the incorporation of some non-residential uses by conditional use like Limited Business (Use Unit 12a). The proposal aligns with Goals 1, 2, 3, and 6 of *City Plan 2040* by creating additional flexibility for diverse housing choices in an area that is already supported by infrastructure.

Property History:

The subject property contains a single-family dwelling constructed ca. 1948, according to Washington County Tax Assessor records. The building is of historic age but does not retain its integrity of design or materials and is not eligible for the state or National Register of Historic

¹ *City Plan 2040*, 128.

Places. The property is not within a local historic district.



This area was annexed into the city in 1956 (Ord. No. 1121). In 1970, the city's first zoning map identified the property as R-1, Low Density Residential, which was then changed to its current zoning designation RSF-4 in 2003.

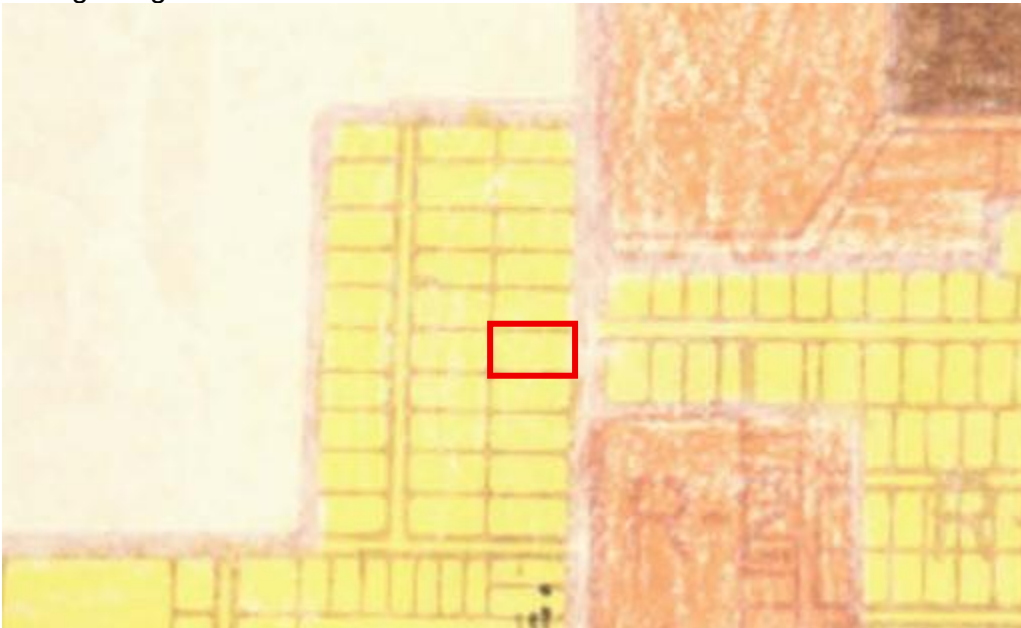


Figure 1. 1970 Zoning Map. Approximate location of property shown in red.

R-1	LOW DENSITY RESIDENTIAL
R-2	MEDIUM DENSITY RESIDENTIAL
R-3	HIGH DENSITY RESIDENTIAL
NC	NEIGHBORHOOD COMMERCIAL

To: Fayetteville Planning Commission
From: Wes Bates
Re: Rezoning Request – 1807 N Garland Ave (RSF-4 → RI-U)
Date: November 12, 2025

Dear Commissioners,

I am requesting a rezoning for the property located at 1807 N Garland Ave from Residential Single Family, Four Units per Acre (RSF-4) to Residential Intermediate-Urban (RI-U). The property is currently limited to single-family use, but its location and lot configuration make it well-suited for the type of gentle residential infill envisioned by the City Plan.

The goal of this rezoning is to add additional housing options to the neighborhood by allowing flexibility for small-scale residential development—such as cluster housing development—while maintaining the residential character of the area.

Statement of Compatibility

The proposed RI-U zoning is compatible with the surrounding context and consistent with the city's goals for infill development and attainable housing. There is already RI-U zoning adjacent to this property, and this request represents a logical continuation of that existing pattern.

1807 N Garland is located along a well-traveled corridor with excellent access to trails and public transit, making it an ideal location for slightly increased residential density. The RI-U district allows for a modest range of housing types while preserving the scale and form of traditional neighborhood development. It does not permit commercial uses, ensuring that the area remains residential in nature.

This rezoning supports the City Plan's goals of promoting infill housing, walkability, and the efficient use of existing infrastructure. Allowing additional residential flexibility at this location will contribute to attainable housing options and a more connected, sustainable neighborhood.

Thank you for your consideration,

Wes Bates



MEETING OF FEBRUARY 3, 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-2025-0068: Rezoning (1967 E HUNTSVILLE RD, 565): Submitted by ENGINEERING SERVICES INC for property located at 1967 E. HUNTSVILLE RD. in WARD 1. The property is partially zoned RSF-4, RESIDENTIAL SINGLE-FAMILY, FOUR UNITS PER ACRE, RMF-24, RESIDENTIAL MULTI-FAMILY, 24 UNITS PER ACRE, AND C-1, NEIGHBORHOOD COMMERCIAL and contains approximately 0.83 acres. The request is to rezone the property to CS, COMMUNITY SERVICES**

RECOMMENDATION:

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

BACKGROUND:

The subject property includes approximately 0.8 acres located just east of the intersection of E. Huntsville Road and S. Ray Avenue in southeast Fayetteville. The property is developed with a single-family house and is split-zoned three ways, with the largest portion zoned RSF-4, Residential Single-Family, 4 Units per Acre, alongside areas of RMF-24, Residential Multi-Family, 24 Units per Acre, and C-1, Neighborhood Commercial.

Request: The request is to rezone the subject property from RSF-4, Residential Single-Family, 4 Units per Acre, RMF-24, Residential Multi-Family, 24 Units per Acre, and C-1, Neighborhood Commercial, to CS, Community Services.

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

Land Use Compatibility: Staff finds the requested rezoning to be compatible with the surrounding area and current land uses. While no two of the existing zoning districts permit the same uses, combined they allow a variety of residential and nonresidential uses, which the proposed CS district would allow across the full extent of the property. The property is located adjacent to and in close proximity to existing and planned multi-family residential uses, including to the east on property that was rezoned in CS in 2025. Given this context, staff finds that rezoning the property to CS would provide a logical and compatible transition consistent with nearby zoning and land use patterns. The CS district permits a maximum building height of five stories, compared to the three-story maximum allowed in RSF-4. Staff finds that even at the maximum height, a multi-family residential building would be appropriate given the overall area's land uses, adjacency to a major transportation corridor, and emerging development character of the area.

Land Use Plan Analysis: Staff finds the proposed rezoning to be consistent with City Plan 2040 and the property's Future Land Use designation as a City Neighborhood area. Rezoning the property to CS supports City Plan 2040 Goal #6 by expanding housing choices and encouraging a mix of housing types and densities in walkable areas with access to transit and active transportation networks. The site's location and surrounding context support continued residential development at a higher intensity, and the rezoning would help correct an outdated zoning boundary while advancing long-range land use goals.

CITY PLAN 2040 INFILL MATRIX: City Plan 2040's Infill Matrix indicates a score of **6** for this site. The following elements of the matrix contribute to the score:

- Adequate Fire Response (Station #3)
- Near Sewer Main (E Lee Street)
- Near Water Main (E Huntsville Road)
- Near Paved Trail (E Huntsville Road)
- Near ORT Bus Stop (Huntsville & Ray)
- Appropriate Future Land Use (City Neighborhood)

DISCUSSION:

At the January 12, 2026 Planning Commission meeting, a vote of 7-0 forwarded the request to City Council with a recommendation of approval. Commissioners offered no comment. No members of the public spoke at the meeting.

BUDGET/STAFF IMPACT:

N/A

ATTACHMENTS: 3. Staff Review Form, 4. Exhibit A, 5. Exhibit B, 6. Planning Commission Staff Report

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 #: 2026-103

AN ORDINANCE TO REZONE THE PROPERTY DESCRIBED IN REZONING PETITION RZN 2025-68 FOR APPROXIMATELY 0.83 ACRES LOCATED AT 1967 EAST HUNTSVILLE ROAD IN WARD 1 FROM RSF-4, RESIDENTIAL SINGLE-FAMILY, FOUR UNITS PER ACRE; RMF-24, RESIDENTIAL MULTI-FAMILY, 24 UNITS PER ACRE; AND C-1, NEIGHBORHOOD COMMERCIAL TO CS, COMMUNITY SERVICES

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby changes the zone classification of the property shown on the map (Exhibit A) and the legal description (Exhibit B) both attached to the Planning Department's Agenda Memo from RSF-4, Residential Single-Family, Four Units per Acre; RMF-24, Residential Multi-Family, 24 Units per Acre; and C-1, Neighborhood Commercial to CS, Community Services.

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

City of Fayetteville Staff Review Form

2026-103

Item ID

2/3/2026

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

Jonathan Curth

1/15/2026

DEVELOPMENT REVIEW (630)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

RZN-2025-0068: Rezoning (1967 E HUNTSVILLE RD, 565): Submitted by ENGINEERING SERVICES INC for property located at 1967 E. HUNTSVILLE RD in WARD 1. The property is partially zoned RSF-4, RESIDENTIAL SING-FAMILY, FOUR UNITS PER ACRE, RMF-24, RESIDENTIAL MULTI-FAMILY, 24 UNITS PER ACRE, AND C-1, NEIGHBORHOOD COMMERCIAL and contains approximately 0.83 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: _____

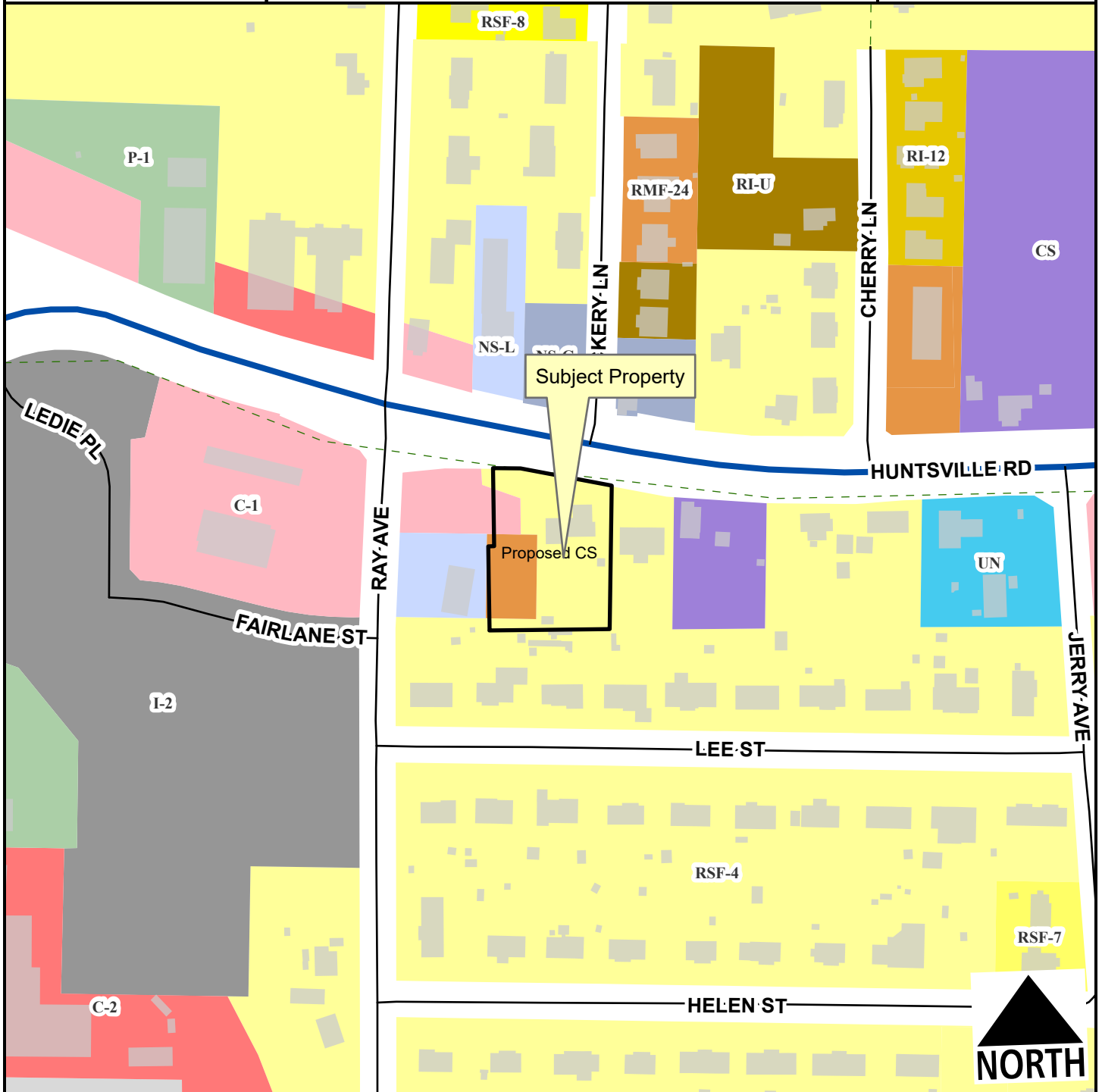
Comments:

RZN-2025-0068

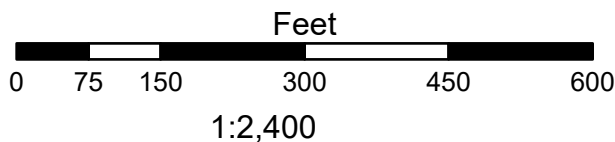
1967 E. HUNTSVILLE RD

Exhibit A

Close Up View



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



Zone	Current	Proposed
C-1	0.0	0.0
CS	0.0	0.8
RMF-24	0.2	0.0
RSF-4	0.6	0.0

Total 0.8 ac

SURVEY DESCRIPTION (PARCEL NO. 765-15203-00):

A PART OF THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION TWENTY-THREE (23), TOWNSHIP SIXTEEN (16) NORTH, RANGE THIRTY (30) WEST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF FAYETTEVILLE, WASHINGTON COUNTY, ARKANSAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NE 1/4 OF THE NW 1/4 OF SAID SECTION 23, SAID POINT BEING AN ALUMINUM MONUMENT, THENCE S02°41'51"W A DISTANCE OF 550.25 FEET; THENCE N87°25'08"W A DISTANCE OF 336.49 FEET; THENCE S02°49'22"W A DISTANCE OF 52.69 FEET TO A 1/2 INCH REBAR WITH CAP "PS 1374" ON THE SOUTHERLY RIGHT OF WAY OF ARKANSAS STATE HIGHWAY 16 (EAST HUNTSVILLE ROAD) AND THE **POINT OF BEGINNING**; THENCE S02°49'22"W A DISTANCE OF 197.32 FEET TO THE NORTH LINE OF WATSON ADDITION AS SHOWN ON PLAT 1-221 OF THE WASHINGTON COUNTY RECORDS AND A 1/2 INCH SPINNER; THENCE ALONG SAID NORTH LINE, N88°40'51"W A DISTANCE OF 165.07 FEET TO A REBAR WITH CAP "PLS 1532 PLS 1427"; THENCE LEAVING SAID NORTH LINE, N01°13'53"E A DISTANCE OF 115.81 FEET TO A REBAR WITH CAP "PLS 1532 PLS 1427"; THENCE S89°28'49"E A DISTANCE OF 8.05 FEET TO A REBAR WITH CAP "PLS 1532 PLS 1427"; THENCE N01°11'38"E A DISTANCE OF 107.20 FEET TO THE SOUTHERLY RIGHT OF WAY OF ARKANSAS STATE HIGHWAY 16 (EAST HUNTSVILLE ROAD) AND A 1/2 INCH REBAR WITH CAP "PS 1374"; THENCE ALONG SAID SOUTHERLY RIGHT OF WAY, S87°27'41"E A DISTANCE OF 37.68 FEET; THENCE S77°19'58"E A DISTANCE OF 127.42 FEET TO THE **POINT OF BEGINNING**, CONTAINING 0.803 ACRES (34,973 SQUARE FEET), MORE OR LESS, AND SUBJECT TO ALL RIGHT-OF-WAY, EASEMENTS AND RESTRICTIVE COVENANTS OF RECORD AND FACT.



TO: Fayetteville Planning Commission

THRU: Jessie Masters, Planning Director

FROM: Citlali Samano, Planner

MEETING DATE: January 12, 2026

SUBJECT: **RZN-2025-0068: Rezoning (1967 E HUNTSVILLE RD, 565):** Submitted by ENGINEERING SERVICES INC for property located at 1967 E. HUNTSVILLE RD. The property is partially zoned RSF-4, RESIDENTIAL SING-FAMILY, FOUR UNITS PER ACRE, RMF-24, RESIDENTIAL MULTI-FAMILY, 24 UNITS PER ACRE, AND C-1, NEIGHBORHOOD COMMERCIAL and contains approximately 0.83 acres. The request is to rezone the property to CS, COMMUNITY SERVICES.

RECOMMENDATION:

Staff recommends forwarding **RZN-2025-0068** to City Council with a recommendation of approval.

RECOMMENDED MOTION:

*"I move to forward **RZN-2025-0068** to City Council with a recommendation of approval."*

BACKGROUND:

The subject property is located just east of the intersection of E. Huntsville Road and S. Ray Avenue. While the property is currently zoned primarily RSF-4, Residential Single-Family, 4 Units per Acre, a large portion of the site is zoned RMF-24, Residential Multi-Family, 24 Units per Acre, with a small portion of the western half of the lot zoned C-1, Neighborhood Commercial. The property consists of approximately 0.8 acres in total. Parcel number 765-15203-000 was assigned its current mixed zoning pursuant to Ordinance No. 4503, adopted on July 15, 2003. Surrounding land uses and zoning are depicted in *Table 1*.

Table 1:
Surrounding Land Uses and Zoning

Direction	Land Use	Zoning
North	E Huntsville Road, Neighborhood Services across Regional Link	NS-L, Neighborhood Services - Limited; NS-G, Neighborhood Services - General
South	Residential Single-Family	RSF-4, Residential Single-Family, 4 Units per Acre
East	Residential Single-Family	RSF-4, Residential Single-Family, 4 Units per Acre
West	Residential Single-Family/ Mixed Neighborhood Services	RSF-4, Residential Single-Family, 4 Units per Acre; C- 1, Neighborhood Commercial; NS-L, Neighborhood Services - Limited

Request: The request is to rezone the subject property from zoned RSF-4, RESIDENTIAL SING-FAMILY, FOUR UNITS PER ACRE, AND RMF-24, RESIDENTIAL MULTI-FAMILY, 24 UNITS PER ACRE to CS, Community Services.

Public Comment: To date, staff has received no public comment regarding this request.

INFRASTRUCTURE AND ENVIRONMENTAL REVIEW:

Streets: The subject area has street frontage along East Huntsville Road, which is a fully improved Regional Link – High Activity Street with asphalt paving, sidewalk, 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 available to the subject area. An existing 12-inch water main is present along East Huntsville Road and an existing 8-inch water main is present along East side of the subject property.

Sewer: Sanitary sewer is available to the subject area. An existing 6-inch sewer main is present along East Huntsville Road and an existing 8-inch sewer main is present along East side of the subject property.

Drainage: No portion of the property lies within a FEMA floodplain, protected stream, or within the Hillside-Hilltop overlay district. No hydric soils are present on site. Any requirements for drainage improvements will be determined at time of development.

Fire: Fire apparatus access and fire protection water supplies will be reviewed for compliance with the Arkansas Fire Prevention Code at the time of development. Station 3, located at 1050 S Happy Hollow Rd., protects this site. The property is located approximately 0.3 miles from the fire station with an anticipated drive time of approximately 1 minute using existing streets. The anticipated response time would be approximately 3.2 minutes. The Fire Department response time is calculated based on the drive time plus 1 minute for dispatch and 1.2 minutes for turn-out time. Within the City Limits, the Fayetteville Fire Department has a response time goal of 6 minutes for an engine and 8 minutes for a ladder truck.

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

Tree Preservation:

The proposed zoning district, CS, Community Services, requires a **minimum canopy preservation of 20%**. The current zoning districts, RSF-4, Residential Multi-Family, 24 Units per Acre and C-1, Neighborhood Commercial, also require a **minimum of 20% canopy preservation**. However, the RSF-4, Residential Single-Family, Four Units per Acre zoning district requires a higher **minimum canopy preservation of 25%**.

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

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 6 for this site with a weighted score of 8. The following elements of the matrix contribute to the score:

- Adequate Fire Response (Station #3)
- Near Sewer Main (E Lee Street)
- Near Water Main (E Huntsville Road)
- Near Paved Trail (Huntsville Road)
- Near ORT Bus Stop (Huntsville & Ray)
- 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 the requested rezoning to be compatible with the surrounding area and current land uses. RSF-4 zoning allows for single-family residential uses whereas the CS district allows a mix of residential and non-residential uses, including multi-family dwellings, neighborhood-serving commercial uses, offices, personal services, and civic or cultural facilities. The subject property is currently developed with a single-family residence constructed in 1941 and has been under the ownership of DMM Holdings since September 3, 2025. The property is located adjacent to and in close proximity to existing and planned multi-family residential uses, including a CS-zoned property to the east that was rezoned in 2024 and approved by City Council on February 5, 2025. Given this context, staff finds that rezoning the property to CS would provide a logical and compatible transition consistent with nearby zoning and land use patterns. The CS district permits a maximum building height of five stories, compared to the three-story maximum allowed in RSF-4. Staff finds that even at the maximum height, a multi-family residential building would be appropriate given the adjacent CS zoning and emerging multi-family character of the area.

Land Use Plan Analysis: Staff finds the proposed rezoning to be consistent with City Plan 2040 and the property's Future Land Use designation as a City Neighborhood area. Rezoning the property to CS supports City Plan 2040 Goal #6 by expanding housing choices and encouraging a mix of housing

transportation networks. The site's location and surrounding context support continued residential development at a higher intensity, and the rezoning would help correct an outdated zoning boundary while advancing long-range land use goals.

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

Finding: Staff finds that the proposed rezoning to CS is justified and appropriate at this time. The rezoning would allow for a mix of residential and neighborhood-serving non-residential uses consistent with the City Neighborhood designation and surrounding zoning pattern, and it supports the City's objectives for infill development and housing diversity.

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

Finding: Staff finds that rezoning the property will likely result in an increase in traffic to and from the site. Additional traffic increases are also anticipated due to planned multi-family residential development on nearby properties to the west that are currently zoned CS. While an increase in traffic is expected, staff finds that potential impacts can be adequately addressed through site design, access management, and required transportation-related improvements at the time of review and permitting. As such, staff does not find that the proposed rezoning would create an undue traffic danger or level of congestion that would warrant denial of the 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 CS zoning district allows residential development by right and is therefore expected to increase population density in the area. The subject property is currently served by existing water, sanitary sewer, and fully improved public streets. Any development associated with SIP-2025-0007 or future projects on the site will be required to demonstrate adequate capacity and make necessary improvements to public infrastructure in compliance with City standards. Staff finds that the anticipated increase in density can be accommodated and does not create an undue burden on public services.

5. If there are reasons why the proposed zoning should not be approved in view of considerations under b (1) through (4) above, a determination as to whether the proposed zoning is justified and/or necessitated by peculiar circumstances such as:

- a. It would be impractical to use the land for any of the uses permitted under its existing zoning classifications;
- b. There are extenuating circumstances which justify the rezoning even though there are reasons under b (1) through (4) above why the proposed zoning is not desirable.

Finding: N/A

RECOMMENDATION: Planning staff recommends forwarding RZN-2024-0068 to City Council with a recommendation of approval.

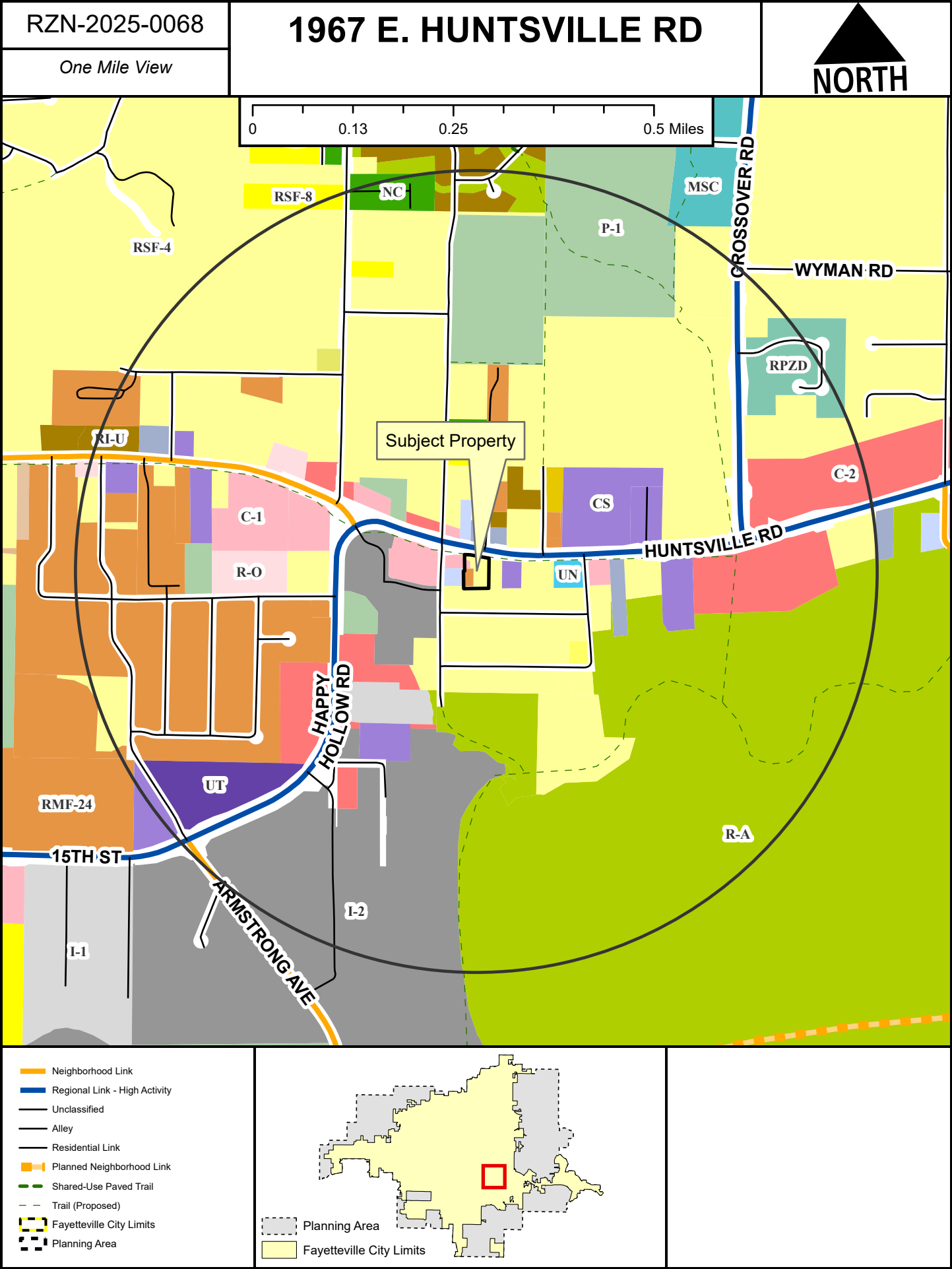
PLANNING COMMISSION ACTION: Required <u>YES</u>			
Date: <u>January 12, 2026</u>	☐ Tabled	☒ Forwarded	☐ Denied
Motion: Werner			
Second: Castin			
Vote: 7-0			

BUDGET/STAFF IMPACT:

None

ATTACHMENTS:

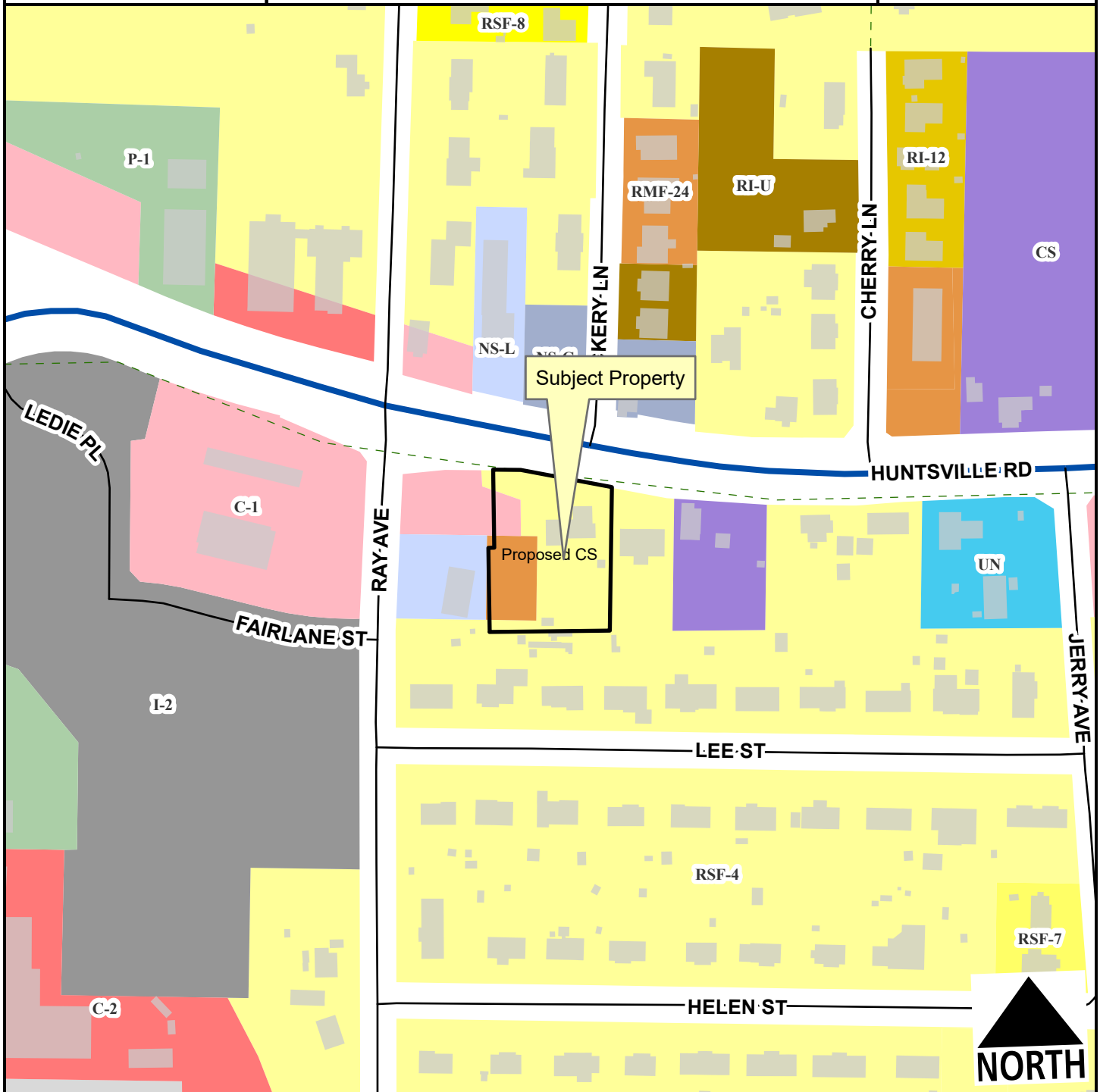
- Project Maps
 - One Mile Map
 - Close-Up Map
 - Current Land Use Map
 - Future Land Use Map
 - Unified Development Code
 - §161.07 District RSF-4, Residential Single-Family - Four (4) Units Per Acre
 - §161.16 District RMF-24, Residential Multi-Family – Twenty-Four (24) Units Per Acre
 - §161.21 District C-1, Neighborhood Commercial
 - §161.22 District CS, Community Services
 - Long-Range Planning Exhibit
 - LRP Memo
 - Applicant Exhibits
 - Request Letter
-



RZN-2025-0068

1967 E. HUNTSVILLE RD

Close Up View

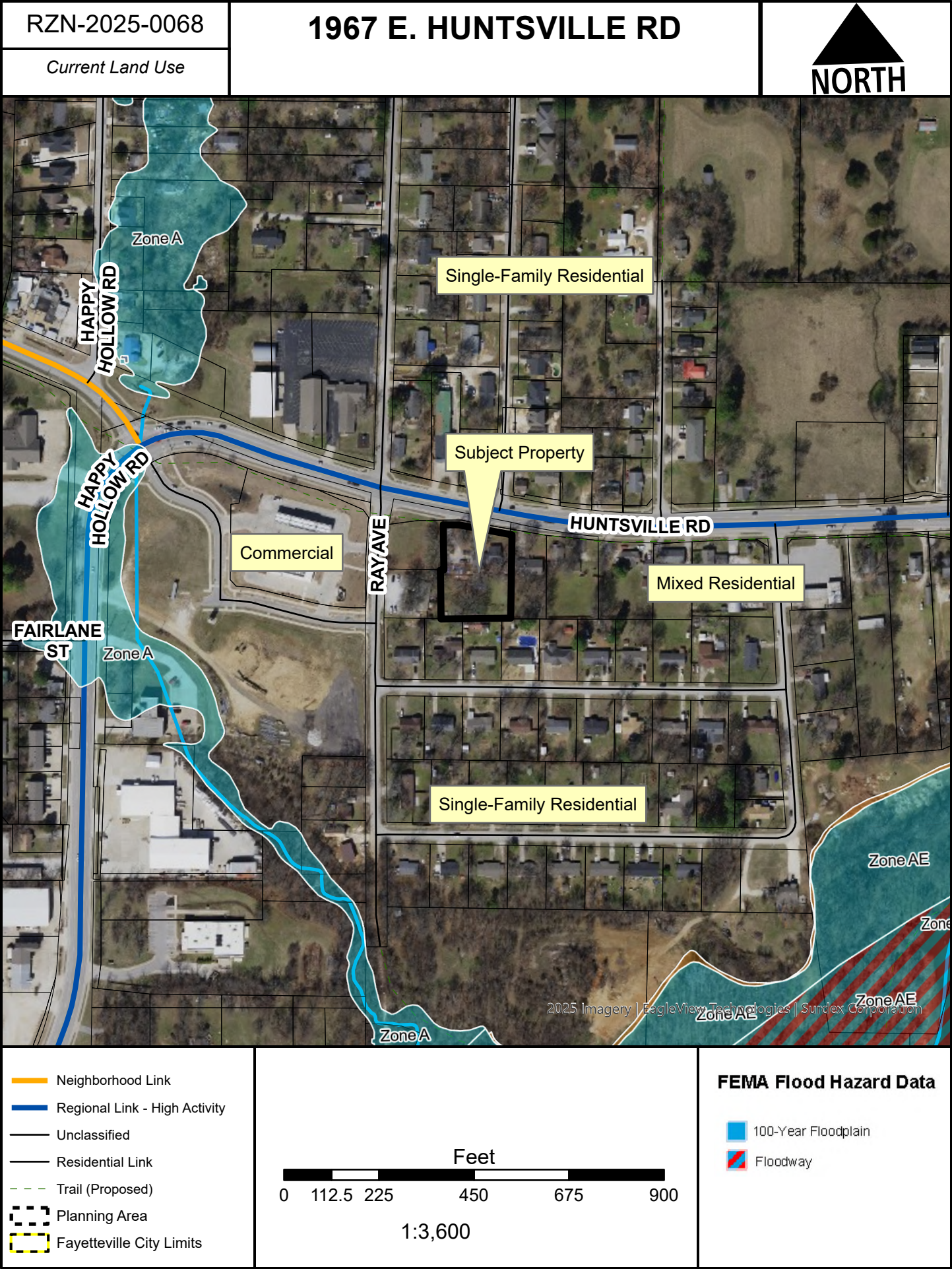


- Regional Link - High Activity
- Residential Link
- - - Trail (Proposed)
- Planning Area
- Fayetteville City Limits



Zone	Current	Proposed
C-1	0.0	0.0
CS	0.0	0.8
RMF-24	0.2	0.0
RSF-4	0.6	0.0

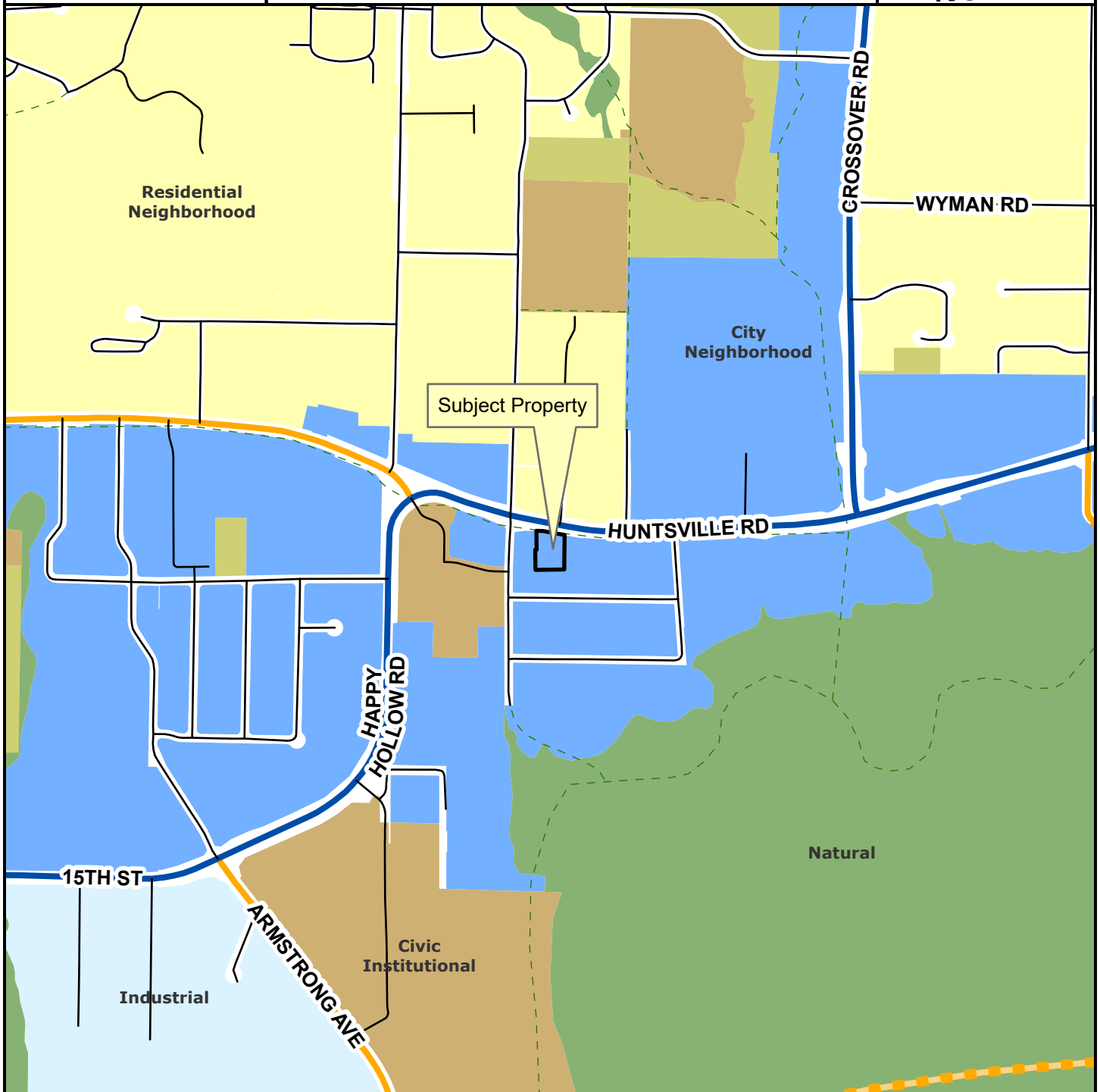
Total 0.8 ac



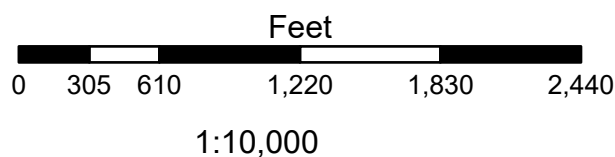
RZN-2025-0068

1967 E. HUNTSVILLE RD

Future Land Use



- Neighborhood Link
- Regional Link - High Activity
- Unclassified
- Alley
- Residential Link
- Planned Neighborhood 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

161.07 District RSF-4, Residential Single-Family - Four (4) Units Per Acre

(A) *Purpose.* The RSF-4 Residential District is designed to permit and encourage the development of low density detached dwellings in suitable environments, as well as to protect existing development of these types.

(B) *Uses.*

(1) *Permitted Uses.*

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

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 9	Two-family dwellings
Unit 12a	Limited business
Unit 24	Home occupations
Unit 36	Wireless communications facilities
Unit 44	Cluster Housing Development

(C) *Density.*

	Single-family dwellings	Two (2) family dwellings
Units per acre	4 or less	7 or less

(D) *Bulk and Area Regulations.*

	Single-family dwellings	Two (2) family dwellings
Lot minimum width	70 feet	80 feet
Lot area minimum	8,000 square feet	12,000 square feet
Land area per dwelling unit	8,000 square feet	6,000 square feet
Hillside Overlay District Lot minimum width	60 feet	70 feet
Hillside Overlay District Lot area minimum	8,000 square feet	12,000 square feet
Land area per dwelling unit	8,000 square feet	6,000 square feet

(E) *Setback Requirements.*

Front	Side	Rear
15 feet	5 feet	15 feet

(F) *Building Height Regulations.*

Building Height Maximum	3 stories
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- (G) *Building Area.* On any lot the area occupied by all buildings shall not exceed 40% of the total area of such lot. Accessory ground mounted solar energy systems shall not be considered buildings.

(Code 1991, §160.031; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99; Ord. No. 4858, 4-18-06; Ord. No. 5028, 6-19-07; Ord. No. 5128, 4-15-08; Ord. No. 5224, 3-3-09; Ord. No. 5312, 4-20-10; Ord. No. 5462, 12-6-11; Ord. No. 5921, §1, 11-1-16; Ord. No. 5945, §8, 1-17-17; Ord. No. 6015, §1(Exh. A), 11-21-17; Ord. No. 6245, §2, 10-15-19; Ord. No. 6427, §§1(Exh. C), 2, 4-20-21)

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

161.16 - District RMF-24, Residential Multi-Family - Twenty-Four (24) Units Per Acre

- (A) *Purpose.* The RMF-24 Multi-family Residential District is designed to permit and encourage the developing of a variety of dwelling types in suitable environments in a variety of densities.

- (B) *Uses.*

(1) Permitted Uses.

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings
Unit 9	Two (2) family dwellings
Unit 10	Three (3) and four (4) family dwellings
Unit 26	Multi-family dwellings
Unit 41	Accessory dwellings
Unit 44	Cluster Housing Development
Unit 46	Short-term rentals

(2) Conditional Uses.

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 11	Manufactured home park
Unit 12a	Limited business
Unit 24	Home occupations
Unit 25	Professional offices
Unit 36	Wireless communications facilities
Unit 48	Private dormitories

- (C) *Density.*

Units per acre	24 or less
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- (D) *Bulk and Area Regulations.*

(1) Lot Width Minimum.

Manufactured home park	100 feet
Lot within a Manufactured home park	50 feet
Single-family	35 feet
Two (2) family	35 feet
Three (3) family or more	70 feet
Professional offices	100 feet

(2) Lot Area Minimum.

Manufactured home park	3 acres
Lot within a mobile home park	4,200 square feet
Townhouses: Individual lot	2,000 square feet
Single-family	3,000 square feet
Two (2) family	4,000 square feet
Three (3) family or more	7,000 square feet
Fraternity or Sorority	2 acres
Professional offices	1 acres

(3) *Land Area Per Dwelling Unit.*

Manufactured Home	3,000 square feet
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(E) *Setback Requirements.*

Front	Side Other Uses
A build-to zone that is located between the front property line and a line 25 feet from the front property line.	8 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; 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.

161.21 - District C-1, Neighborhood Commercial

(A) *Purpose.* The Neighborhood Commercial District is designed primarily to provide convenience goods and personal services for persons living in the surrounding residential areas. The intent of this district is to allow administrative approval if the developer decides to use urban form, in compliance with the build-to zone and minimum buildable street frontage as specified herein.

(B) *Uses.*
(1) *Permitted Uses.*

Unit 1	City-wide uses by right
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Unit 5	Government Facilities
Unit 13	Eating places
Unit 15	Neighborhood shopping
Unit 18	Gasoline service stations and drive-in/drive-through restaurants

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 16	Shopping goods
Unit 34	Liquor stores
Unit 35	Outdoor music establishments*
Unit 36	Wireless communications facilities*
Unit 42	Clean technologies

(C) *Density.* None.

(D) *Bulk and Area Regulations.* None.

(E) *Setback Regulations.*

Front	15 feet
Front, if parking is allowed between the right-of-way and the building	50 feet
Side	None
Side, when contiguous to a residential district	10 feet
Rear	20 feet

Urban Form Setback Regulations:

Front	A build-to zone that is located between 10 feet and a line 25 feet from the front property line
Side and rear	None
Side or rear, when contiguous to a single-family residential district	15 feet

(F) *Building Height Regulations.*

Building Height Maximum	5 stories
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If a building exceeds the height of two (2) stories, the portion of the building that exceeds two (2) stories shall have an additional setback from any boundary line of an adjacent residential district. The amount of additional setback for the portion of the building over two (2) stories shall be equal to the difference between the total height of that portion of the building, and two (2) stories.

(G)

Building Area. On any lot the area occupied by all buildings shall not exceed 40% of the total area of such lot. Accessory ground mounted solar energy systems shall not be considered buildings.

(H)

Urban form minimum buildable street frontage: 50% of the lot width.

(Code 1965, App. A., Art. 5(V); Ord. No. 2603, 2-19-80; Ord. No. 1747, 6-29-70; Code 1991, §160.035; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99; Ord. No. 5028, 6-19-07; Ord. No. 5195, 11-6-08; 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, 1-17-17; Ord. No. [6015](#), §1(Exh. A), 11-21-17; Ord. No. [6164](#), §§1, 4, 5, 4-2-19; Ord. No. [6223](#), §1, 9-3-19; [Ord. No. 6245](#), §2, 10-15-19; [Ord. No. 6521](#), §4, 1-18-22)

161.22 - Community Services

- (A) *Purpose.* The Community Services District is designed primarily to provide convenience goods and personal services for persons living in the surrounding residential areas and is intended to provide for adaptable mixed use centers located along commercial corridors that connect denser development nodes. There is a mixture of residential and commercial uses in a traditional urban form with buildings addressing the street. For the purposes of Chapter 96: Noise Control, the Community Services district is a commercial zone. The intent of this zoning district is to provide standards that enable development to be approved administratively.

(B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 10	Three (3) and four (4) family dwellings
Unit 13	Eating places
Unit 15	Neighborhood Shopping goods
Unit 24	Home occupations
Unit 25	Offices, studios and related services
Unit 26	Multi-family dwellings
Unit 40	Sidewalk Cafes
Unit 41	Accessory dwellings
Unit 44	Cluster Housing Development
Unit 45	Small scale production

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
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(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.



TO: Citlali Samano, Planner

FROM: Kylee Cole, Long Range & Preservation Planner

MEETING DATE: January 12, 2026

SUBJECT: Long Range Planning Comments Regarding RZN-2025-0068

BACKGROUND:

The applicant requests to rezone approximately 0.83 acres from a mix of RSF-4, RMF-24, and C-1 to CS, Community Services. One long range planning document is relevant when evaluating this request: *City Plan 2040*.

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 6 – We will create opportunities for attainable housing.

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 attainable housing, and limits the amount of land consumed by development on the City's periphery, often termed "suburban sprawl".

DISCUSSION:

City Plan 2040 and Future Land Use Plan:

This area is designated as a City Neighborhood area, which 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 and non-residential and commercial uses along major corridors.¹ The request aligns with this designation by adding commercial use opportunities to the site which are not permitted in the areas zoned RSF-4 and RMF-24. CS is an appropriate use that would allow a variety of uses and housing types in an area with existing infrastructure to support it. This aligns with goals 1, 2, 3, and 6 of *City Plan 2040*.

Property History:

The subject property contains a single-family dwelling constructed ca. 1941, according to Washington County Tax Assessor records. The building is of historic age but does not retain integrity of design or materials and is not eligible for the state or National Register of Historic Places.

¹ *City Plan 2040*, 130.



This area was annexed into the city in 1965 (Ord. No. 1458). In 1970, the property was zoned R-1, Low Density Residential.



In 2003, portions of the property were rezoned to C-1 and RMF-24 resulting in a single parcel with multiple zoning districts.

December 2, 2025

Jonathan Curth, Director
Development Services
City of Fayetteville, Arkansas
125 West Mountain Street
Fayetteville, AR 72701

Submitted Electronically via EnerGov

RE: Rezoning Request
1967 E Huntsville Ave.

Mr. Curth,

We are submitting application materials to rezone approximately 0.83 acres at 1967 E Huntsville Ave from a combination of RSF-4, RMF-24, and C-1 districts to CS (Community Services).

The property to be rezoned is one parcel, 765-15203-000 which is owned by DMM Holdings, LLC. The property is located along the South side of E Huntsville between S Ray Ave and Jerry Ave approximately 0.33 miles West of the intersection of E Huntsville Ave and Hwy 265.

The property is being rezoned to allow for future residential development of the property. There is an existing structure on the property which the owner intends to remove and replace with new residential structures in a concurrent SIP submittal.

Our requested zoning of CS would be the preferred district for several reasons:

- The requested district would be compatible with surrounding properties/uses in that there are several nearby properties that are already in the requested district.
- Planning Commission has indicated their approval/desire for this district in the area by recently approving the rezoning of other properties in the area into this district. One recent example is RZN-2024-0059 for 0.54 acres located at 2015 E Huntsville.
- The requested district would allow for the proposed future development. Density, bulk and area regulations, building setbacks, and allowed uses are all compatible with the owner's proposed development of the site.
- The CS district would accommodate the proposed development and is consistent with the city's future land use map as this is a City Neighborhood area. It would also offer some flexibility in housing and commercial types within the City Neighborhood area.

The future land use plan designates this area as City Neighborhood. City Plan 2030 states:

"City Neighborhood Areas are more densely developed than residential neighborhood areas and provide a varying mix of nonresidential and residential uses. This designation supports the widest spectrum of uses and encourages density in all housing types, from single family to multifamily."

No issues related to the ability of existing infrastructure to support future development of the property are apparent.

Thank you for your consideration of this request.

Sincerely,

Jonathan Schmitz

Jonathan Schmitz



MEETING OF FEBRUARY 3, 2026

TO: Mayor Rawn and City Council

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

FROM: Wesley Frank, Planner

SUBJECT: **RZN-2025-0064: Rezone (1417 N. ADDINGTON AVE/BAUER HAUS, 404): Submitted by BART & PATRICIA BAUER for property located at 1417 N. ADDINGTON AVE in WARD 2. The property is zoned RSF-4, RESIDENTIAL SINGLE-FAMILY, FOUR UNITS PER ACRE and contains approximately 0.33 acres. The request is to rezone the property to RSF-18, RESIDENTIAL SINGLE-FAMILY, 18 UNITS PER ACRE.**

RECOMMENDATION:

City Planning staff recommends 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 at the northwest corner of the N. Addington Avenue and W. Mount Comfort Street intersection. The property contains 0.33 acres and is currently developed with a single-family dwelling which Washington County records indicate was built in 1941, and an accessory dwelling unit which was developed in 2020. A previous rezoning request on this property was denied by Planning Commission on March 10, 2025. At that time, Commission discussion largely revolved around the potential development outcomes from a rezoning and how the proposed rezoning would not introduce additional housing options.

Request: The applicant is requesting to rezone the property from RSF-4, Residential Single-Family – 4 Units per Acre, to RSF-18, Residential Single-Family – 18 Units per Acre, subject to a bill of assurance limiting the number of residential units to two.

Public Comment: Staff received one comment in opposition to the rezoning citing higher density concerns.

Land Use Compatibility: Staff finds the request to a higher-density zoning district to be generally compatible from a current land use perspective, but had concerns about the applicant's provided Bill of Assurance. Properties surrounding the subject property's neighboring properties are comprised mostly of low-density single-family dwellings. Of note however, there does exist a diversity of housing types in close proximity. The lot within the subject property is relatively small, at 0.33 acre, which suggests that any future development will be limited in size. Given the building requirements and permitted uses associated with the RSF-18 zoning district, any future development will likely be compatible in scale with surrounding properties. In terms of land use, the subject property is located near single-family, multi-family, commercial, and industrial zoning districts. The building height maximum for both RSF-4 and RSF-18 zoning districts is 3 stories, which means that rezoning would not permit the construction of any taller buildings. A prominent distinction between the districts

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov

is their setbacks with the front and rear setback requirements, lot size, and lot width requirements being reduced under RSF-18. Where RSF-4 requires a 15-foot front and rear setback, RSF-18 would require a 25-foot build-to-zone and a 5-foot rear setback. Also, where RSF-4 requires a lot size of 8,000 square feet and a minimum width of 70 feet, RSF-18 would require a lot size of 2,500 square feet (single-family) or 2,000 square feet (two-family), and a lot width minimum of 30 feet.

The applicant has submitted a Bill of Assurance for consideration, limiting the property to only allow for two residential units. Staff does agree that the subject property would benefit from a rezoning to allow for additional density, and supported the original rezoning to RSF-18 at the March 10, 2025 PC meeting; however, the proposal with the Bill of Assurance limits development potential, which led to staff's ultimate recommendation.

Land Use Plan Analysis: Staff finds the request to be inconsistent with City Plan 2040's Future Land Use Map designates the property as Residential Neighborhood, but does border the City Neighborhood designation. The subject property also has an infill score of 8 and is located 0.35 of a mile northwest of a Tier 2 center at the intersection of W. Wedington Drive and N. Garland Avenue. City Plan 2040 describes Tier 2 centers as being "characterized by housing that ranges from one- to three- story detached dwellings, duplexes, row houses, and mid-rise apartments." Staff finds that with the Bill of Assurance limiting the potential for housing options, the requested rezoning would not be compatible with the City's housing development goals (#1, 2, 3, and 6).

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 8, 2266 W. Deane Street)
- Near Sewer Main (8-inch and 6-inch sewer mains N. Addington Avenue; 6-inch main W. Mount Comfort Road)
- Near Water Main (6-inch main N. Addington Avenue)
- Near Grocery Store (Harps Food Store)
- Near City Park (Lewis Park)
- Near U of A Campus
- Near Paved Trail (Mount Comfort Road)
- Near Razorback Bus Stop (Garden Park and Mount Comfort & Stephens)

DISCUSSION:

At the January 12, 2026, Planning Commission meeting, a vote of 5-2-0 was cast to reconsider the item. The Planning Commission then voted 5-2-0 to forward the request to City Council with a recommendation of approval, including a bill of assurance. Commissioners Werner and Gulley were opposed. The applicant resubmitted the rezoning application to RSF-18 with the addition of a Bill of Assurance limiting the property to two single-family structures. Currently, the property is developed with a single-family dwelling and an accessory dwelling unit (ADU). The applicant stated that they intend to use the reduced RSF-18 lot minimums to split the property into two lots with each residential unit on its own lot. Staff is opposed to the proposed rezoning due in part to the inclusion of the Bill of Assurance, stating that this would limit potential development on the property and that the rezoning application did not address development concerns raised by the Planning Commission in the March 2025 meeting. The Commissioners spoke on development and parking concerns should the rezoning and lot split be approved. No members of the public spoke at the meeting.

BUDGET/STAFF IMPACT:

N/A

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov

ATTACHMENTS: 3. Staff Review Form, 4. Exhibit A , 5. Exhibit B, 6. Bill of Assurance, 7. Staff Report

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 #: 2026-105

AN ORDINANCE TO REZONE THE PROPERTY DESCRIBED IN REZONING PETITION RZN 2025-64 FOR APPROXIMATELY 0.33 ACRES LOCATED AT 1417 NORTH ADDINGTON AVENUE IN WARD 2 FROM RSF-4, RESIDENTIAL SINGLE-FAMILY, FOUR UNITS PER ACRE TO RSF-18, RESIDENTIAL SINGLE-FAMILY, 18 UNITS PER ACRE, SUBJECT TO A BILL OF ASSURANCE

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby changes the zone classification of the property shown on the map (Exhibit A) and the legal description (Exhibit B) both attached to the Planning Department's Agenda Memo from RSF-4, Residential Single-Family, Four Units per Acre to RSF-18, Residential Single-Family, 18 Units per Acre, subject to the attached Bill of Assurance.

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

2026-105

Item ID

2/3/2026

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

Jonathan Curth

1/14/2026

DEVELOPMENT REVIEW (630)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

RZN-2025-0064: Rezone (1417 N. ADDINGTON AVE/BAUER HAUS, 404): Submitted by BART & PATRICIA BAUER for property located at 1417 N. ADDINGTON AVE in WARD 2. The property is zoned RSF-4, RESIDENTIAL SINGLE-FAMILY, FOUR UNITS PER ACRE and contains approximately 0.33 acres. The request is to rezone the property to RSF-18, RESIDENTIAL SINGLE-FAMILY, 18 UNITS PER ACRE.

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:

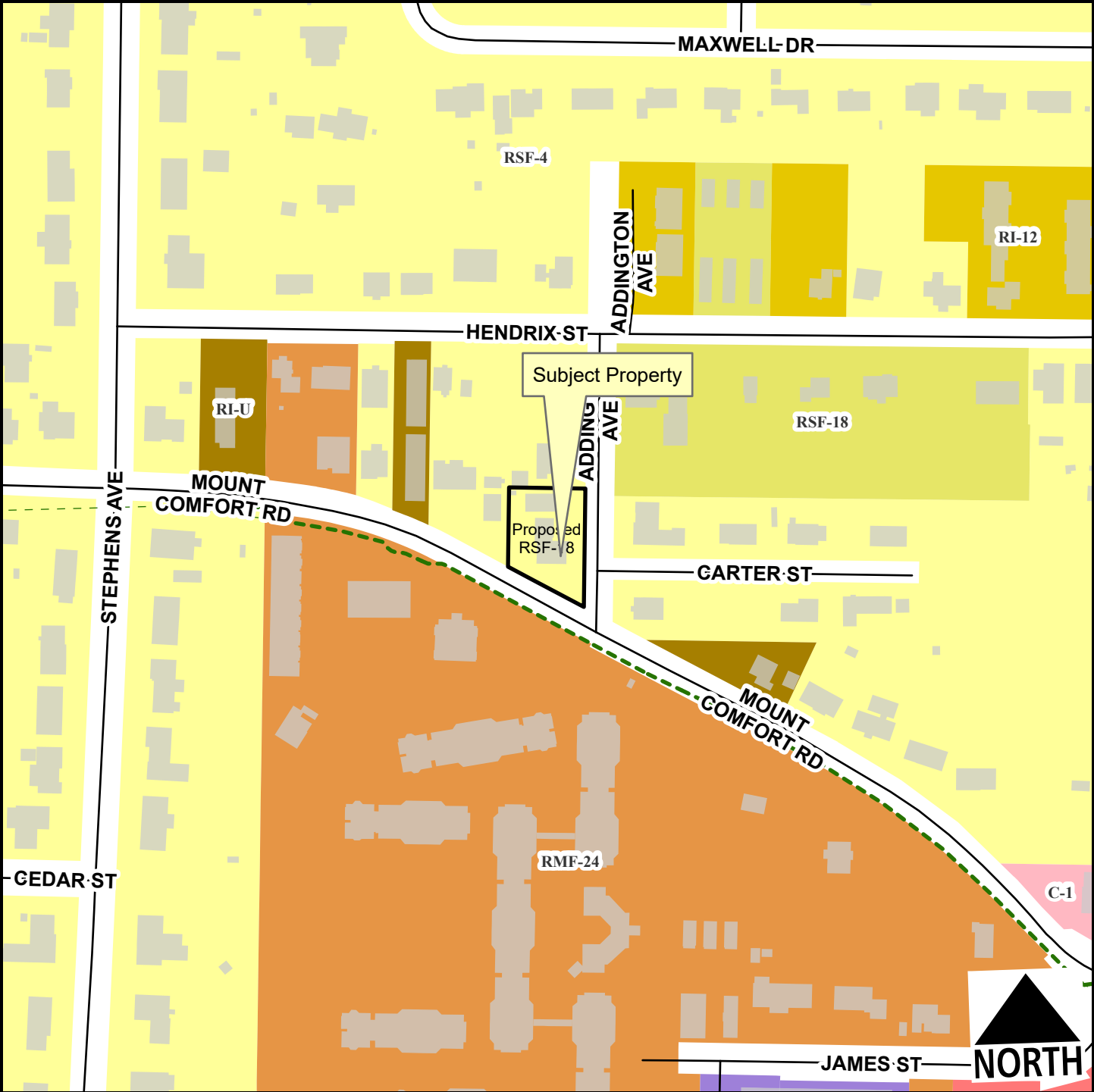
Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:



 Unclassified Residential Link Trail (Proposed) Planning Area Fayetteville City Limits	Feet 0 75 150 300 450 600 1:2,400	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Zone</th> <th style="text-align: center;">Current</th> <th style="text-align: center;">Proposed</th> </tr> </thead> <tbody> <tr> <td>RSF-18</td> <td style="text-align: center;">0.0</td> <td style="text-align: center;">0.3</td> </tr> <tr> <td>RSF-4</td> <td style="text-align: center;">0.3</td> <td style="text-align: center;">0.0</td> </tr> <tr> <td colspan="3" style="text-align: right; padding-top: 10px;"> Total 0.3 ac </td> </tr> </tbody> </table>	Zone	Current	Proposed	RSF-18	0.0	0.3	RSF-4	0.3	0.0	Total 0.3 ac		
Zone	Current	Proposed												
RSF-18	0.0	0.3												
RSF-4	0.3	0.0												
Total 0.3 ac														

**LEGAL DESCRIPTION
1417 N. ADDINGTON AVENUE**

Lot 1, Block 3, Hendrix Addition, to the City of Fayetteville, Washington County, Arkansas, as per plat on file in the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.

Less & Except:

200 feet of equal and uniform width off the North end of Lot 1, Block 3, Hendrix Addition, to the City of Fayetteville, Washington County, Arkansas, as per plat on file in the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.

Subject to recorded instruments, covenants, rights of way, and easements, if any. Subject to all prior mineral reservations and oil and gas leases, if any.

BILL OF ASSURANCE FOR THE CITY OF FAYETTEVILLE, ARKANSAS

In order to attempt to obtain approval of a request for a zoning reclassification, the owner, developer, or buyer of this property, (hereinafter "Petitioner") Bauer Haus, LLC an Arkansas Limited Liability Company, hereby voluntarily offers this Bill of Assurance and enters into this binding agreement and contract with the City of Fayetteville, Arkansas.

The Petitioner expressly grants to the City of Fayetteville the right to enforce any and all of the terms of this Bill of Assurance in the Circuit Court of Washington County and agrees that if Petitioner or Petitioner's heirs, assigns, or successors violate any term of this Bill of Assurance, **substantial irreparable damage justifying injunctive relief** has been done to the citizens and City of Fayetteville, Arkansas. The Petitioner acknowledges that the Fayetteville Planning Commission and the Fayetteville City Council will **reasonably rely** upon all of the terms and conditions within this Bill of Assurance in considering whether to approve Petitioner's rezoning request.

Petitioner hereby voluntarily offers assurances that Petitioner and Petitioner's property shall be restricted as follows **IF** Petitioner's rezoning is approved by the Fayetteville City Council.

1. The use of Petitioner's property shall be limited to no further lot splits.
2. Other restrictions including number and type of structures upon the property are limited to no more than two (2) single-family residential homes.
3. Specific activities will not be allowed upon petitioner's property include
Not applicable
4. (Any other terms or conditions)
Not applicable
5. Petitioner specifically agrees that all such restrictions and terms shall **run with the land** and bind all future owners unless and until specifically released by Resolution of the Fayetteville City Council. This Bill of Assurance shall be filed for record in the Washington County Circuit Clerk's Office after Petitioner's rezoning is effective and shall be noted on any Final Plat or Large Scale Development which includes some or all of Petitioner's property.

IN WITNESS WHEREOF and in agreement with all the terms and conditions stated above, I, PATRICIA BAUER, as the owner, developer, buyer, (Petitioner) voluntarily offer all such assurances and sign my name below.

1/15/2026
Date

Patricia Bauer
Printed Name

3804 Copper Ridge Rd
Address

MEMBER
Title (if on behalf of business entity)

Little Flock AR 72756

PATRICIA BAUER
Signature

NOTARY OATH

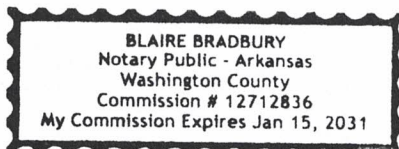
STATE OF ARKANSAS }
COUNTY OF WASHINGTON }

On this, the 15th day of January, 2026, before me, the undersigned notary, personally appeared Patricia Bauer, known to me (or satisfactorily proven) to be the person(s) whose name is/are subscribed to the above and, after being placed upon his/her/their oath, swore or affirmed that he/she/they were authorized to sign the above Bill of Assurance, agreed with the terms of the Bill of Assurance, and executed the same for the purposes therein contained.

Blaire Bradbury
NOTARY PUBLIC

My Commission Expires:

01/15/2031





TO: Fayetteville Planning Commission

THRU: Jessie Masters, Planning Director

FROM: Wesley Frank, Planner

MEETING DATE: January 12, 2026 **Updated w/ meeting results**

SUBJECT: **RZN-2025-0064: Rezone (1417 N. ADDINGTON AVE/BAUER HAUS, 404):** Submitted by BART & PATRICIA BAUER for property located at 1417 N. ADDINGTON AVE. The property is zoned RSF-4, RESIDENTIAL SINGLE-FAMILY, FOUR UNITS PER ACRE and contains approximately 0.33 acres. The request is to rezone the property to RSF-18, RESIDENTIAL SINGLE-FAMILY, 18 UNITS PER ACRE.

RECOMMENDATION:

Staff recommends denial of RZN-2025-0064.

RECOMMENDED MOTION:

If in support:

1. "I move that there is sufficient evidence to justify reconsideration of this item."
2. "I move to forward RZN-2025-0064 to City Council with a recommendation of approval."

If not in support:

1. "I move that there is insufficient evidence to justify reconsideration of this item."

BACKGROUND:

The subject property is located at the corner of the N. Addington Avenue and W. Mount Comfort Street intersection. The property contains 0.33 acres and is currently developed with a single-family dwelling which Washington County records indicate was built in 1941, and an accessory dwelling unit which was developed in 2020. A previous rezoning request on this property was denied by Planning Commission on March 10, 2025. Commissioners discussed how the proposed rezoning would not introduce additional housing options and that RI-U may be better suited at this location. Surrounding land uses and zoning are depicted in *Table 1*.

Table 1
Surrounding Land Use and Zoning

Direction	Land Use	Zoning
North	Single-Family Residential	RSF-4, Residential Single-Family – 4 Units per Acre
South	Multi-Family Residential	RMF-24, Residential Multi-Family – 24 Units per Acre
East	Single-Family Residential	RSF-4, Residential Single-Family – 4 Units per Acre
West	Single-Family Residential	RSF-4, Residential Single-Family – 4 Units per Acre

Request: The applicant is requesting to rezone the property from RSF-4, Residential Single-Family – 4 Units per Acre, to RSF-18, Residential Single-Family – 18 Units per Acre. The applicant has stated that rezoning would allow for appropriate infill. The applicant has also offered a Bill of

Assurance that limits the number of residential units to two structures allowed on the property. It is attached to this staff packet for the Commission's consideration.

Public Comment: Staff has received one comment that was in opposition to the rezoning citing higher density concerns.

INFRASTRUCTURE AND ENVIRONMENTAL REVIEW

Streets: The subject area has a road frontage along North Addington Avenue. North Addington Avenue is a partially improved Residential Link Street with asphalt paving and open ditches. The subject area has a road frontage along West Mount Comfort Road. West Mount Comfort Road is a partially improved Residential Link Street with asphalt paving and open ditches. Any street improvements required in these areas would be determined at the time of the development proposal

Water: Public water is available to the subject area. Existing 6-inch water main is present along North Addington Avenue. Existing 8-inch water main is present along West Mount Comfort Road.

Sewer: Sanitary Sewer is available to the subject property. There is an existing 8-inch and 6-inch sewer main present along North Addington Avenue. In addition, there is an existing 6-inch sewer main present along West Mount Comfort Road. There are known wet weather sewer capacity issues identified in the City's 2025 Sewer Master Plan that appear in the system 350 feet Northwest of this property.

Fire: Station 8, located at 2266 W Deane St., protects this site. The property is located approximately 1 mile from the fire station with an anticipated drive time of approximately 2 minutes using existing streets. The anticipated response time would be approximately 4.2 minutes. Fire Department response time is calculated based on the drive time plus 1 minute for dispatch and 1.2 minutes for turn-out time. Within the City Limits, the Fayetteville Fire Department has a response time goal of 6 minutes for an engine and 8 minutes for a ladder truck. Fire apparatus access and fire protection water supplies will be reviewed for compliance with the Arkansas Fire Prevention Code at the time of development.

Police: The Police Department expressed no concerns with this request.

Drainage: No portion of the property lies within the Hillside-Hilltop Overlay District, nor within a Streamside Protection Zone. The property does not lie in the FEMA floodplain. Any additional improvements or requirements for drainage will be determined at the time of development.

There are hydric soils present on the property. Hydric soils are a known indicator of wetlands. However, for an area to be classified as wetlands, it may also need other characteristics such as hydrophytes (plants that grow in water), and shallow water during parts of the year. Hydric soils can be found across many areas of Fayetteville, including valleys, floodplains, and open prairies. It's important to identify these natural resources during development, so when these soils are identified on a property, further environmental studies will be required at the time of development. Before permits 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.

Tree Preservation:

The proposed zoning district of RSF-18, Residential Single-Family – 18 Units per Acre, requires **20% minimum canopy preservation**. The current zoning district of RSF-4, Residential Single-Family – 4 Units per Acre, requires **25% minimum canopy preservation**.

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

Residential Neighborhood Areas are primarily residential in nature and support a wide variety of housing types of appropriate scale and context: single-family, duplexes, rowhouses, multifamily and accessory dwelling units. Residential Neighborhood encourages highly connected, compact blocks with gridded street patterns and reduced building setbacks. It also encourages traditional neighborhood development that incorporates low-intensity nonresidential uses intended to serve the surrounding neighborhoods, such as retail and offices, on corners and along connecting corridors. This designation recognizes existing conventional subdivision developments which may have large blocks with conventional setbacks and development patterns that respond to features of the natural environment. Building setbacks may vary depending on the context of the existing neighborhood

CITY PLAN 2040 INFILL MATRIX: City Plan 2040's Infill Matrix indicates a score of **8** for this site with a weighted score of **9.5**. The following elements of the matrix contribute to the score:

- Adequate Fire Response (Station 8, 2266 W. Deane Street)
- Near Sewer Main (8-inch and 6-inch sewer mains N. Addington Avenue; 6-inch main W. Mount Comfort Road)
- Near Water Main (6-inch main N. Addington Avenue)
- Near Grocery Store (Harps Food Store)
- Near City Park (Lewis Soccer Complex)
- Near U of A Campus
- Near Paved Trail (Mount Comfort Road)
- Near Razorback Bus Stop (Garden Park and Mount Comfort & Stephens)

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:** The subject property's neighboring properties are comprised mostly of low-density single-family dwellings. There does exist a diversity of housing types on the street, especially similarly zoned RSF-18 properties on W. Hendrix Street – the properties in this zoning district have not currently developed to increase the lots' density. The lot within the subject property is relatively small, at 0.33 acre, which suggests that any future development will be limited in size. Given the building requirements*

and permitted uses associated with the RSF-18 zoning district, any future development will likely be compatible in scale with surrounding properties. In terms of land use, the subject property is located near single-family, multi-family, commercial, and industrial zoning districts. The building height maximum for both RSF-4 and RSF-18 zoning districts is 3 stories, which means that rezoning would not permit the construction of any taller buildings. However, the front and rear setback requirements, lot size, and lot width requirements would all be reduced. Where RSF-4 requires a 15-foot front and rear setback, RSF-18 would require a 25-foot build-to-zone and a 5-foot rear setback. Also, where RSF-4 requires a lot size of 8,000 square feet and a minimum width of 70 feet, RSF-18 would require a lot size of 2,500 square feet (single-family) or 2,000 square feet (two-family), and a lot width minimum of 30 feet.

The applicant has submitted a Bill of Assurance for consideration, limiting the property to only allow for two residential units. Staff does agree that the subject property would benefit from a rezoning to allow for additional density; however, the proposal with the Bill of Assurance limits constrains any development potential.

Land Use Plan Analysis: City Plan 2040's Future Land Use Map designates the property as Residential Neighborhood, but does border the City Neighborhood designation. The subject property also has an infill score of 8 and is located 0.35 of a mile north west from a Tier 2 center at the intersection of W. Wedington Drive and N. Garland Avenue. The City Plan 2040 describes Tier 2 centers as being "characterized by housing that ranges from one- to three- story detached dwellings, duplexes, row houses, and mid-rise apartments." Staff finds that with the Bill of Assurance limiting the potential for housing options, the requested rezoning would not be compatible with the City's housing development goals (#1, 2, 3, and 6).

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

Finding: As the request has not changed since the previous submittal and is limited by the proposed Bill of Assurance, staff does not find that the rezoning request to be justified.

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

Finding: Rezoning the property from RSF-4 to RSF-18 has the potential to increase traffic in this area. However, given the size of the lot and the ability to access it via a Residential Link street, staff finds that the possibility of increased traffic danger and congestion is minimal.

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

Finding: Rezoning the subject property from RSF-4 to RSF-18 would have the

potential to increase population density in this area in a way that would not undesirably increase the load on public services. Staff finds that the water and sewer infrastructure available to this site could support the impact that this zoning change would bring. The Fayetteville School District did not provide comment on this rezoning.

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-2025-0064.

PLANNING COMMISSION ACTION: Required <u>YES</u>			
Date: <u>January 12, 2026</u>	☐ Tabled	☒ Forwarded	☐ Denied
Motion:	Upon a motion by Commissioner McGetrick and a second by Commissioner Castin, the		Upon a motion by Commissioner Castin and a second by Commissioner McGetrick, the
Second:	Commission voted 5-2-0 (Payne and Madden dissented) to reconsider the		Commission voted 5-2-0 (Werner and Gulley dissented) to forward the
Vote:	rezoning.		item to City Council.

BUDGET/STAFF IMPACT:

None

Attachments:

- Unified Development Code:
 - §161.07 RSF-4, Residential Single-Family – Four (4) Units per Acre
 - §161.10 District RSF-18, Residential Single-Family - Eighteen (18) Units Per Acre
- One Mile Map
- Close-up Map
- Current Land Use Map
- Future Land Use Map
- Long Range Planning Memo
- Applicant Request Letter
- Bill of Assurance

161.07 District RSF-4, Residential Single-Family - Four (4) Units Per Acre

(A) *Purpose.* The RSF-4 Residential District is designed to permit and encourage the development of low density detached dwellings in suitable environments, as well as to protect existing development of these types.

(B) *Uses.*

(1) *Permitted Uses.*

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

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 9	Two-family dwellings
Unit 12a	Limited business
Unit 24	Home occupations
Unit 36	Wireless communications facilities
Unit 44	Cluster Housing Development

(C) *Density.*

	Single-family dwellings	Two (2) family dwellings
Units per acre	4 or less	7 or less

(D) *Bulk and Area Regulations.*

	Single-family dwellings	Two (2) family dwellings
Lot minimum width	70 feet	80 feet
Lot area minimum	8,000 square feet	12,000 square feet
Land area per dwelling unit	8,000 square feet	6,000 square feet
Hillside Overlay District Lot minimum width	60 feet	70 feet
Hillside Overlay District Lot area minimum	8,000 square feet	12,000 square feet
Land area per dwelling unit	8,000 square feet	6,000 square feet

(E) *Setback Requirements.*

Front	Side	Rear
15 feet	5 feet	15 feet

(F) *Building Height Regulations.*

Building Height Maximum	3 stories
-------------------------	-----------

(G) *Building Area.* On any lot the area occupied by all buildings shall not exceed 40% of the total area of such lot. Accessory ground mounted solar energy systems shall not be considered buildings.

(Code 1991, §160.031; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99; Ord. No. 4858, 4-18-06; Ord. No. 5028, 6-19-07; Ord. No. 5128, 4-15-08; Ord. No. 5224, 3-3-09; Ord. No. 5312, 4-20-10; Ord. No. 5462, 12-6-11; Ord. No. 5921, §1, 11-1-16; Ord. No. 5945, §8, 1-17-17; Ord. No. 6015, §1(Exh. A), 11-21-17; Ord. No. 6245, §2, 10-15-19; Ord. No. 6427, §§1(Exh. C), 2, 4-20-21)

Editor's note(s)—Ord. No. 6427, § 2, adopted April 20, 2021, "determines that this ordinance and all amendments to Code sections ordained or enacted by this ordinance shall automatically sunset, be repealed, terminated, and become void twenty (20) months after the passage and approval of this ordinance, unless prior to that date, the City Council amends this ordinance to repeal this sunset, repeal and termination section."

161.10 District RSF-18, Residential Single-Family - Eighteen (18) Units Per Acre

(A) *Purpose.* The RSF-18 Single-family Residential District is designed to promote and encourage the efficient development of single-family detached residences in a variety of densities.

(B) *Uses.*

(1) *Permitted Uses.*

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

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 9	Two-family dwellings
Unit 12a	Limited business
Unit 24	Home occupations
Unit 36	Wireless communications facilities
Unit 44	Cluster Housing Development

(C) *Density.*

Units per acre	Eighteen (18) or less
----------------	-----------------------

(D) *Bulk and Area Regulations.*

(1) *Lot Width Minimum.*

Single-family	30 feet
Two (2) family	30 feet

(2) *Lot Area Minimum.*

Townhouses: individual lot	1,250 square feet
Single-family	2,500 square feet
Two-family	2,000 square feet

(E) *Setback Requirements.*

Front	Side	Side-Zero Lot Line*	Rear
A build-to zone that is located between the front property line and a line 25 ft. from the front property line.	5 feet on both sides	A setback of less than five feet (zero lot line) is permitted on one interior side, provided a maintenance agreement is filed**. The remaining side setback(s) shall be 10 feet.	5 feet

* A zero lot line is an alternative to the 5 foot building setback. Applicants should consult the International Building Code when locating a structure in close proximity to property lines and/or adjacent structures.

** At least 5 feet of maintenance area shall be provided along a structure that is within 5 feet of a property line. This may be provided through a perpetual maintenance easement on the adjacent property, or through a combination of a maintenance easement and private property. Walls, fences and customary yard accessories are permitted in the maintenance area.

(F) *Building Height Regulations.*

Building Height Maximum	3 stories
-------------------------	-----------

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

(H) *Minimum Buildable Street Frontage.* 50% of the lot width for two-family dwellings.

(Ord. No. 5800, §2(Exh. B), 10-6-15; Ord. No. 5824, §2, 11-17-15; Ord. No. 5921, §1, 11-1-16; Ord. No. 5945, §8, 1-17-17; Ord. No. 6015, §1(Exh. A), 11-21-17; Ord. No. 6245, §2, 10-15-19; Ord. No. 6427, §§1(Exh. C), 2, 4-20-21)

Editor's note(s)—Ord. No. 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.

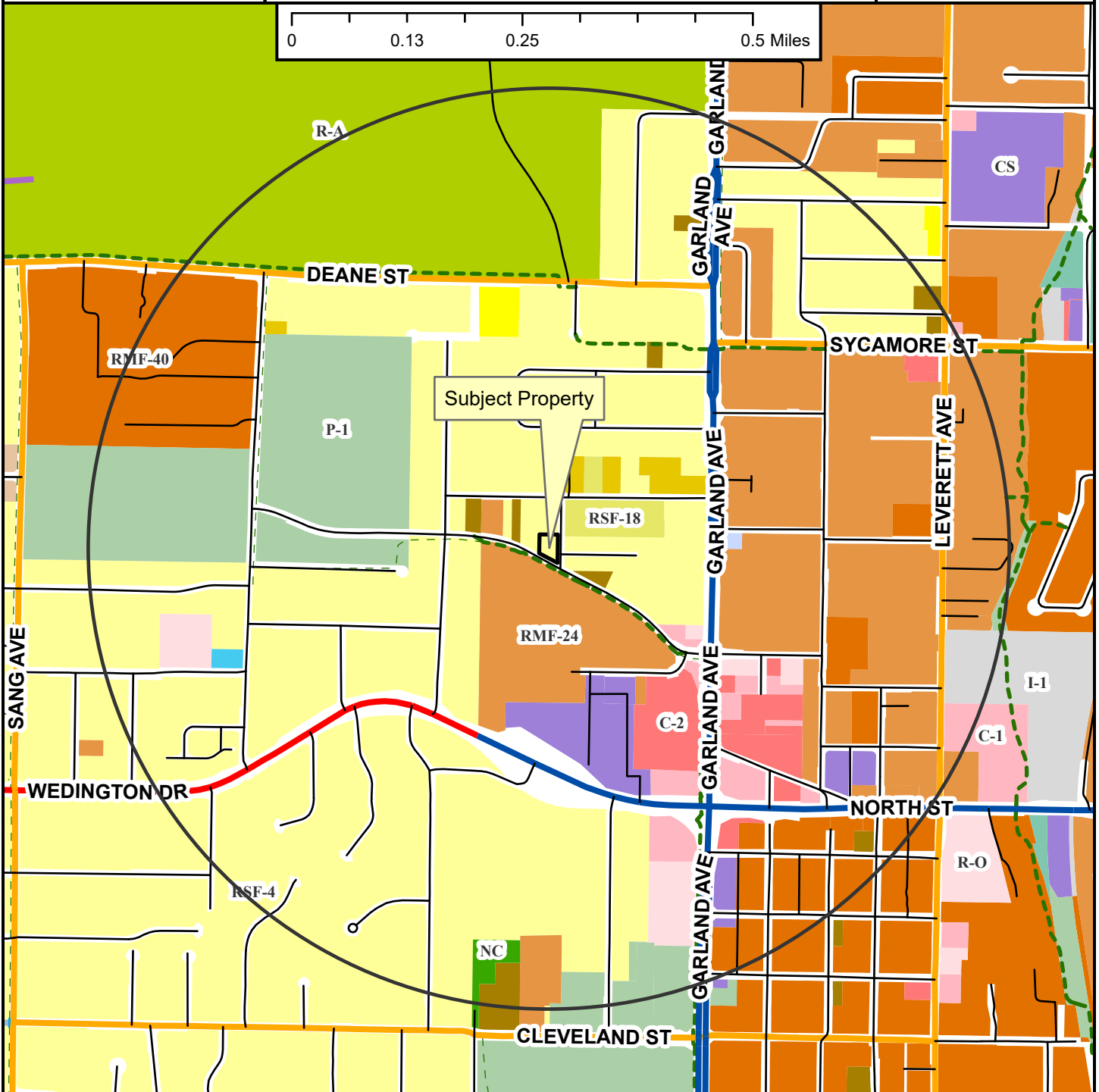
RZN-2025-0064

1417 N. ADDINGTON AVE

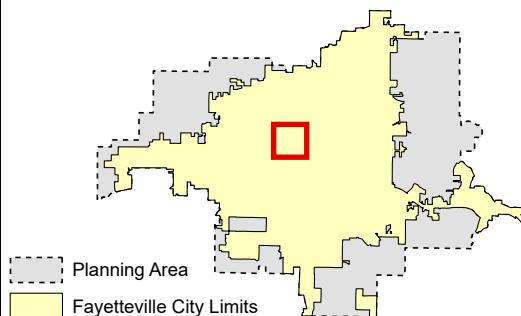
One Mile View



0 0.13 0.25 0.5 Miles



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

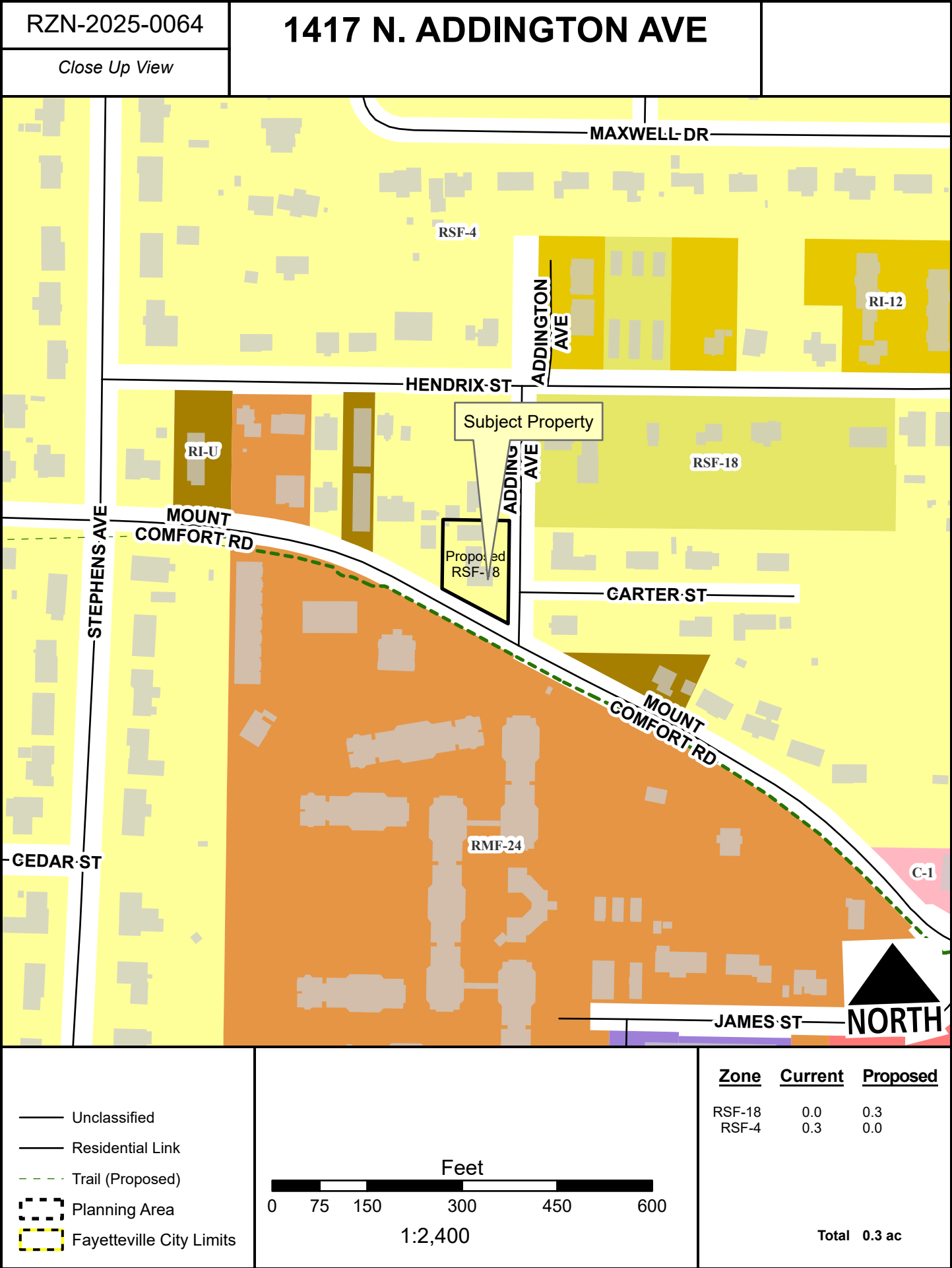


Planning Commission

January 12, 2026

RZN-2025-0064 (BAUERBAUS)

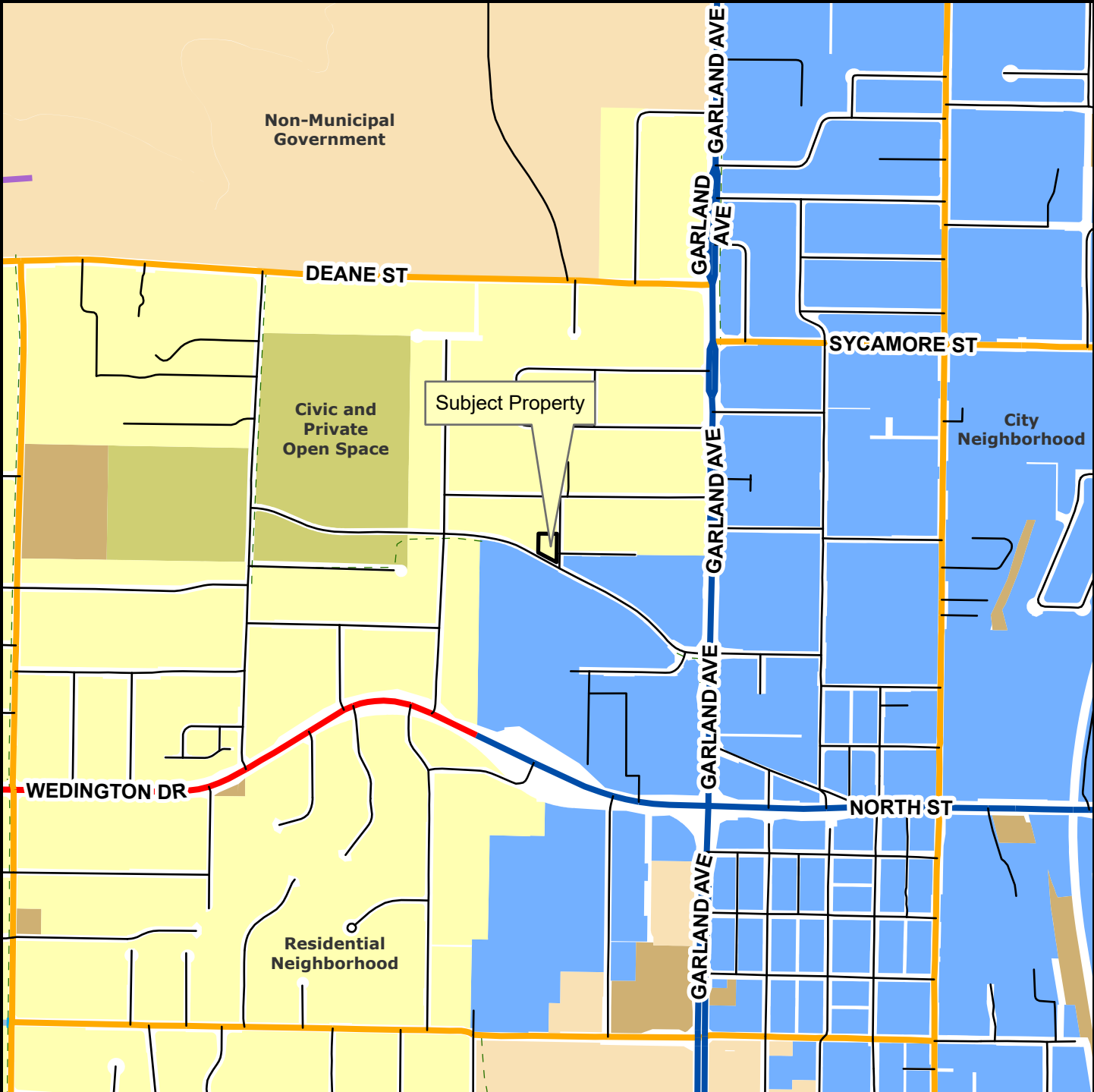
Page 10 of 18





RZN-2025-0064
<i>Future Land Use</i>

1417 N. ADDINGTON AVE



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

Feet

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

1:10,000

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



TO: Wes Frank, Planner

FROM: Kylee Cole, Long Range & Preservation Planner

MEETING DATE: January 12, 2026

SUBJECT: Long Range Planning Comments Regarding RZN-2025-0064

BACKGROUND:

The applicant requests to rezone approximately 0.33 acres from RSF-4, Residential Single-Family, Four Units per Acre to RSF-18, Residential Single-Family, Eighteen Units per Acre. One long range planning document is relevant when evaluating this request: *City Plan 2040*.

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 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 attainable housing, and limits the amount of land consumed by development on the City's periphery, often termed "suburban sprawl".

DISCUSSION:

City Plan 2040 and Future Land Use Plan:

This area is designated as a Residential Neighborhood area, which are "primarily residential in nature and support a wide variety of housing types of appropriate scale and context."¹ The request aligns with this designation by increasing the density of single family dwellings through more flexible lot width and area requirements, although other districts like RI-U may provide even greater flexibility for future residential development by adding the potential for two-, three-, or four-family dwellings by right.

The applicant refers to a Bill of Assurance that would state "only the two existing homes would be allowed on that parcel and that no new homes can be built ever and no more lot splits would be allowed." At the time of writing, the actual Bill of Assurance was not available for review. However, even without this document, the permitted uses and development standards allowed under RSF-18 are all appropriate for the area and the Commission could consider forwarding

¹ City Plan 2040, 128.

the item without the Bill of Assurance if one is provided. The applicant's stated intent to simply split the lot to sell the buildings separately is appropriate, and RSF-18 would facilitate the narrower lot width minimum for the lot split. Numerous requests for rezoning along this stretch of W. Mount Comfort Road indicate that there may be a need for a neighborhood plan to clearly illustrate the vision for the future of this neighborhood.

Property History:

The subject property contains two single-family dwellings constructed ca. 1941 and 2020, according to Washington County Tax Assessor records. The 1941 building is of historic age, but does not retain its integrity of design or materials and is not eligible for the state or National Register of Historic Places. The property is not within a local historic district.



This area was annexed into the city in 1956 (Ord. No. 1121). In 1970, the city's first zoning map identified the property as R-1, Low Density Residential, which was then changed to its current zoning designation RSF-4 in 2003.



Figure 1. 1970 Zoning Map. Approximate location of property shown in red.

BILL OF ASSURANCE FOR THE CITY OF FAYETTEVILLE, ARKANSAS

In order to attempt to obtain approval of a request for a zoning reclassification, the owner, developer, or buyer of this property, (hereinafter "Petitioner") Bauer Haus, LLC an Arkansas Limited Liability Company, hereby voluntarily offers this Bill of Assurance and enters into this binding agreement and contract with the City of Fayetteville, Arkansas.

The Petitioner expressly grants to the City of Fayetteville the right to enforce any and all of the terms of this Bill of Assurance in the Circuit Court of Washington County and agrees that if Petitioner or Petitioner's heirs, assigns, or successors violate any term of this Bill of Assurance, **substantial irreparable damage justifying injunctive relief** has been done to the citizens and City of Fayetteville, Arkansas. The Petitioner acknowledges that the Fayetteville Planning Commission and the Fayetteville City Council will **reasonably rely** upon all of the terms and conditions within this Bill of Assurance in considering whether to approve Petitioner's rezoning request.

Petitioner hereby voluntarily offers assurances that Petitioner and Petitioner's property shall be restricted as follows **IF** Petitioner's rezoning is approved by the Fayetteville City Council.

1. The use of Petitioner's property shall be limited to no further lot splits.
2. Other restrictions including number and type of structures upon the property are limited to no more than two (2) single-family residential homes.
3. Specific activities will not be allowed upon petitioner's property include
Not applicable
4. (Any other terms or conditions)
Not applicable
5. Petitioner specifically agrees that all such restrictions and terms shall **run with the land** and bind all future owners unless and until specifically released by Resolution of the Fayetteville City Council. This Bill of Assurance shall be filed for record in the Washington County Circuit Clerk's Office after Petitioner's rezoning is effective and shall be noted on any Final Plat or Large Scale Development which includes some or all of Petitioner's property.

IN WITNESS WHEREOF and in agreement with all the terms and conditions stated above, I, PATRICIA BAUER, as the owner, developer, buyer, (Petitioner) voluntarily offer all such assurances and sign my name below.

1/15/2026
Date

Patricia Bauer
Printed Name

3804 Copper Ridge Rd
Address

MEMBER
Title (if on behalf of business entity)

Little Flock AR 72756

PATRICIA BAUER
Signature

NOTARY OATH

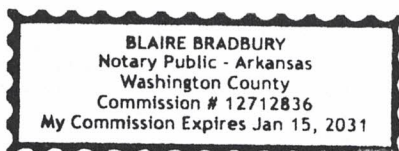
STATE OF ARKANSAS }
COUNTY OF WASHINGTON }

On this, the 15th day of January, 2026, before me, the undersigned notary, personally appeared Patricia Bauer, known to me (or satisfactorily proven) to be the person(s) whose name is/are subscribed to the above and, after being placed upon his/her/their oath, swore or affirmed that he/she/they were authorized to sign the above Bill of Assurance, agreed with the terms of the Bill of Assurance, and executed the same for the purposes therein contained.

Blaire Bradbury
NOTARY PUBLIC

My Commission Expires:

01/15/2031





MEETING OF FEBRUARY 3, 2026

TO: Mayor Rawn and City Council

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

FROM: Wesley Frank, Planner

SUBJECT: **RZN-2025-0062: Rezoning (1439 & SOUTH OF 1439 N. RUPPLE RD./RUPPLE ROAD LLC, 400): Submitted by WESLEY BATES for properties located at 1439 N. RUPPLE RD in WARD 4. The properties are zoned C-1, NEIGHBORHOOD COMMERCIAL, RSF-4, RESIDENTIAL SINGLE-FAMILY, FOUR UNITS PER ACRE, RMF-12, RESIDENTIAL MULTI-FAMILY, 12 UNITS PER ACRE, and RSF-8, RESIDENTIAL SINGLE-FAMILY, 8 UNITS PER ACRE, and contains approximately 4.8 acres. The request is to rezone the properties to CS, COMMUNITY SERVICES.**

RECOMMENDATION:

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

BACKGROUND:

The subject property includes two parcels located in west Fayetteville approximately 800 feet north of the W. Wedington Dr and N. Ruppel Rd intersection. The parcels are currently undeveloped and on the west side of Ruppel Road, to the northeast of the Ruppel Meadows subdivision. No portion of the property is within FEMA-designated floodplain or floodway, and there are potentially hydric soils at the northwestern-most corner. The subject properties are located in the Wedington Corridor Master Plan Area.

Request: The request is to rezone the subject properties from C-1, Neighborhood Commercial, RSF-4, Residential Single-Family, Four Units Per Acre, RMF-12, Residential Multi-Family, 12 Units Per Acre, And RSF-8, Residential Single-Family, 8 Units Per Acre, to CS, Community Services.

Public Comment: Staff has not received any public comment.

Land Use Compatibility: Staff finds the proposed zoning of CS, Community Services to be compatible with the surrounding mix of residential and commercial uses. The properties are located near the intersection of W. Wedington Dr and N. Ruppel Rd in an area that contains a variety of land uses and is well served by city services. The properties' most prominent zoning district, C-1, Neighborhood Commercial, is designed to encourage the development of smaller-scale commercial which can serve nearby residential concentrations. The proposed CS is intended to provide for adaptable mixed-use centers located along commercial corridors that connect denser development nodes. The CS district has comparable nonresidential use schedules to C-1, with the addition of residential uses. While C-1 zoning provides an urban form setback option, development in that zoning district typically follows a more traditional auto-oriented setback with parking in front of structures.

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov

CS requires an urban form setback with buildings addressing the street, which is in character with much of the neighboring properties. CS and C-1 have similar both have no lot standards, with CS requiring an 18-foot lot width minimum for residential uses dwellings. While the parcels are split zoned with very small portions designated RSF-4, RSF-8, and RMF-12, these areas are inadequate to allow significant, if any, residential development. CS allows the same residential use allowances (single- to multi-family) with additional uses but are not uniform for the setbacks in RSF-4 and -8. By allowing for a rezoning to CS, this eliminates this split-zone and allows for more uniform development. Staff finds that the proposed rezoning would allow for more mixed-uses that can support nearby properties without any substantial change to the area's character.

Land Use Plan Analysis: Staff finds that a rezoning to CS for the subject properties would be consistent with the City's adopted land use plans. The City Plan 2040's Future Land Use Map designates the properties as City Neighborhood Area which is intended to support the widest spectrum of nonresidential and residential uses. The subject properties lie along N. Ruppel Rd, a crucial point within the Wedington Corridor Plan. This plan calls for a walkable area that is developed with mixed-uses near the Wedington and Ruppel intersection, which is a Tier 2 City Growth Node located approximately 800 feet to the south. A rezoning from C-1 to CS would support this as CS allows for mixed-uses while C-1 only allows for commercial uses. The other zoning districts that the subject properties enter into do support residential, though they are too small and not long N. Ruppel. Staff supports the rezoning to CS as it would allow for a variety of mixed-use allowances that would "provide goods and services for people in surrounding residential areas, which fits well with the existing residential development surrounding the subject property". A rezoning from CS could also support Goals 1 (infill), 3 (compact development), 6 (opportunities for attainable housing) of City Plan 2040, encouraging infill by allowing for dense mixed-use development along a major thoroughfare in an area that has access to existing city services.

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 7, 835 N. Ruppel Rd.)
- Near Water Main (12-inch, N. Ruppel Rd)
- Near Sewer Main (8-inch, N. Sicily Ln; 8-inch south side of the subject properties)
- Near City Park (Red Oak and Bruce Davis Parks)
- Near Paved Trail (Ruppel Side-Path Trail)
- Near Razorback Bus Stop (Ruppel & Congressional)
- Within Master Plan Area (Wedington Corridor Plan)
- Appropriate Land Use (City Neighborhood)

DISCUSSION:

At the January 12, 2026, Planning Commission meeting, a vote of 7-0-0 forwarded the request to City Council with a recommendation of approval. Commissioner Werner motioned and commissioner Castin seconded. No discussion was held between the Commissioners. No members of the public spoke at the meeting.

BUDGET/STAFF IMPACT:

ATTACHMENTS: 3. Staff Review Form, 4. Exhibit A, 5. Exhibit B, 6. Staff Report

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 #: 2026-106

AN ORDINANCE TO REZONE THE PROPERTY DESCRIBED IN REZONING PETITION RZN 2025-62 FOR APPROXIMATELY 4.8 ACRES LOCATED AT 1439 NORTH RUPPLE ROAD IN WARD 4 FROM C-1, NEIGHBORHOOD COMMERCIAL; RSF-4, RESIDENTIAL SINGLE-FAMILY, FOUR UNITS PER ACRE; RMF-12, RESIDENTIAL MULTI-FAMILY, 12 UNITS PER ACRE; AND RSF-8, RESIDENTIAL SINGLE-FAMILY, 8 UNITS PER ACRE TO CS, COMMUNITY SERVICES

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby changes the zone classification of the property shown on the map (Exhibit A) and the legal description (Exhibit B) both attached to the Planning Department's Agenda Memo from C-1, Neighborhood Commercial; RSF-4, Residential Single-Family, Four Units Per Acre; RMF-12, Residential Multi-Family, 12 Units Per Acre; and RSF-8, Residential Single-Family, 8 Units Per Acre to CS, Community Services.

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

City of Fayetteville Staff Review Form

2026-106

Item ID

2/3/2026

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

Jonathan Curth

1/14/2026

DEVELOPMENT REVIEW (630)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

RZN-2025-0062: Rezoning (1439 & SOUTH OF 1439 N. RUPPLE RD./RUPPLE ROAD LLC, 400): Submitted by WESLEY BATES for properties located at 1439 N. RUPPLE RD in WARD 4. The properties are zoned C-1, NEIGHBORHOOD COMMERCIAL, RSF-4, RESIDENTIAL SINGLE-FAMILY, FOUR UNITS PER ACRE, RMF-12, RESIDENTIAL MULTI-FAMILY, 12 UNITS PER ACRE, and RSF-8, RESIDENTIAL SINGLE-FAMILY, 8 UNITS PER ACRE, and contains approximately 4.8 acres. The request is to rezone the properties 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: _____

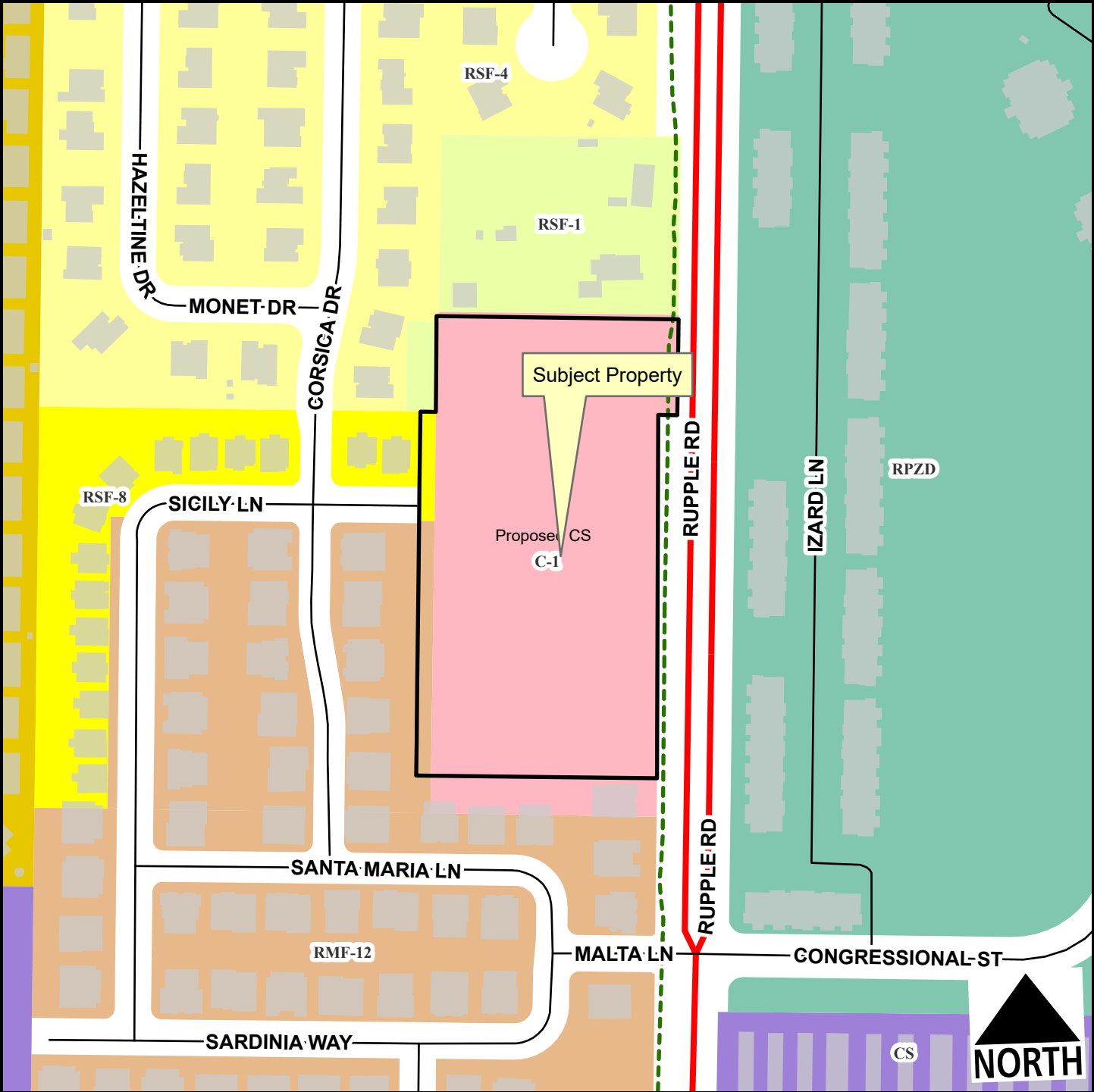
Previous Ordinance or Resolution # _____

Change Order Number: _____

Approval Date: _____

Original Contract Number: _____

Comments:



Regional Link

Unclassified

Residential Link

Planning Area

Fayetteville City Limits

0

75

150

300

450

600

Feet

1:2,400

Zone	Current	Proposed
C-1	4.5	0.0
CS	0.0	4.8
RMF-12	0.2	0.0
RSF-4	0.0	0.0
RSF-8	0.1	0.0
Total		4.8 ac

Parcel ID: 765-24086-100

A part of the SW 1/4 of the NE 1/4 of Section 12, Township 16 North, Range 31 West, Washington County, Arkansas, more particularly described as follows:

Commencing at the Northeast corner of the SW 1/4 of the NE 1/4 of said Section 12;
Thence N87°18'57"W 40.00 feet to the point of beginning, said point being on the west right-of-way of North Ruppel Road as described in Deed Record Book 2016 at Page 3637;
Thence along said west right-of-way S02°39'03"W 499.01 feet;
Thence leaving said west right-of-way N87°20'57"W 330.76 feet;
Thence N02°39'03"E 499.27 feet;
Thence S87°09'53"E 22.13 feet;
Thence S87°18'57"E 308.63 feet to the point of beginning, containing 3.79 acres, more or less, and subject to all easements and rights-of-way of record or fact.

Parcel ID: 765-24083-000

A part of the Northwest Quarter (NW 1/4) of the Northeast Quarter (NE 1/4) of Section Twelve (12), Township Sixteen (16) North, Range Thirty-One (31) West, Washington County, Arkansas, being more particularly described as follows, to wit:

Beginning at the southeast corner of said 40-acre tract, and running thence South 89 degrees 48 minutes West 880.00 feet;
Thence North 123.75 feet;
Thence North 89 degrees 49 minutes East 530.00 feet;
Thence North 14 feet;
Thence North 89 degrees 48 minutes East 350.00 feet;
Thence South 137.9 feet to the point of beginning, containing 2.69 acres, more or less.

Subject to an easement for a road on the east side of said tract.

Less and except all that part of the following described land lying within the description shown:

A part of the Northwest Quarter (NW 1/4) of the Northeast Quarter (NE 1/4) of Section Twelve (12), Township Sixteen (16) North, Range Thirty-One (31) West, being more particularly described as follows:

Commencing at the northeast corner of said 40-acre tract;
Thence S 02 degrees 25'15" W along the east line of said 40-acre tract 331.48 feet to the true point of beginning, said point being in Ruppel Road and from which a 1/2" iron rebar reference iron set on the west right-of-way line of said road bears N 87 degrees 08'21" W 22.68 feet;
Thence S 02 degrees 25'15" W 607.93 feet to a point in Ruppel Road from which a 1/2" iron

rebar reference iron set on the west right-of-way line of said road right-of-way line of said road bears N 87 degrees 58'00" W 25.77 feet;

Thence leaving the east line of said 40-acre tract and running along an existing fence N 87 degrees 58'00" W 350.00 feet to a set 1/2" iron rebar;

Thence S 02 degrees 25'15" W 257.72 feet to a set 1/2" iron rebar;

Thence N 87 degrees 08'31" W 39.39 feet to a set 1/2" iron rebar;

Thence S 03 degrees 41'07" W 123.76 feet along an existing fence to a set 1/2" iron rebar on the south line of said 40-acre tract;

Thence N 87 degrees 08'31" W 503.85 feet along the south line of said 40-acre tract to an existing iron at the southeast corner of Willow Springs Subdivision;

Thence N 02 degrees 42'53" E 994.45 feet along the east line of said subdivision to a set 1/2" iron rebar;

Thence leaving the east line of said subdivision S 87 degrees 08'21" E 890.58 feet to the point of beginning, containing 17.19 acres, more or less.

Recital:

This property is 1.11 acres, more or less. This property is designated on the County Tax Rolls as Tax Parcel No: 765-24083-000 of Washington County, Arkansas.



TO: Fayetteville Planning Commission

THRU: Jessie Masters, Planning Director

FROM: Wesley Frank, Planner

MEETING DATE: January 12, 2026 **Updated w/ meeting results**

SUBJECT: **RZN-2025-0062: Rezoning (1439 & SOUTH OF 1439 N. RUPPLE RD./RUPPLE ROAD LLC, 400):** Submitted by WESLEY BATES for properties located at 1439 N. RUPPLE RD. The properties are zoned C-1, NEIGHBORHOOD COMMERCIAL, RSF-4, RESIDENTIAL SINGLE-FAMILY, FOUR UNITS PER ACRE, RMF-12, RESIDENTIAL MULTI-FAMILY, 12 UNITS PER ACRE, and RSF-8, RESIDENTIAL SINGLE-FAMILY, 8 UNITS PER ACRE, and contains approximately 4.8 acres. The request is to rezone the properties to CS, COMMUNITY SERVICES.

RECOMMENDATION:

Staff recommends forwarding **RZN-2025-0062** to the City Council with a recommendation of approval.

RECOMMENDED MOTION:

*"I move to forward **RZN-2025-0062** to the City Council with a recommendation of approval."*

BACKGROUND:

The subject properties are located in west Fayetteville approximately 800 feet north of the W. Wedington Dr and N. Ruppel Rd intersection. The properties are zoned C-1, Neighborhood Commercial, RSF-4, Residential Single-Family, Four Units Per Acre, RMF-12, Residential Multi-Family, 12 Units Per Acre, and RSF-8, Residential Single-Family, 8 Units Per Acre, and are undeveloped. The subject properties are located in the Wedington Corridor Master Plan Area. Surrounding land uses and zoning are depicted below in *Table 1*.

Table 1:
Surrounding Land Uses and Zoning

Direction	Land Use	Zoning
North	Single-Family Residential	RSF-1, Residential Single-Family, 1 Units per Acre
South	Two-Family Residential	RMF-12, Residential Multi-Family, 12 Units per Acre
East	Multi-Family Residential	RPZD, Residential Planned Zoning District
West	Single-Family and Two-Family Residential	RSF-1, Residential Single-Family, 1 Units per Acre; RSF-4, Residential Single-Family, 4 Units per Acre; RSF-8, Residential Single-Family, 8 Units per Acre; RSF-12, Residential Multi-Family, 12 Units per Acre

Request: The request is to rezone the subject properties from C-1, Neighborhood Commercial, RSF-4, Residential Single-Family, Four Units Per Acre, RMF-12, Residential Multi-Family, 12

Units Per Acre, And RSF-8, Residential Single-Family, 8 Units Per Acre, to CS, Community Services.

Public Comment: Staff has not received any public comment.

INFRASTRUCTURE AND ENVIRONMENTAL REVIEW:

Streets: The subject area has a road frontage along N Ruppel Rd. N. Ruppel Rd is a fully improved Regional Link Street with asphalt paving, sidewalk, curb and gutter. The subject area has a road frontage along N. Sicily Ln. N. Sicily Ln is a fully improved Residential Link Street with asphalt paving, curb & gutter. Any street improvements required in these areas would be determined at the time of the development proposal.

Water: Public water is available to the subject area. Existing 12-inch water main is present along East side of N Ruppel Rd.

Sewer: Sanitary sewer is available to the subject area. Existing 8-inch sewer main is present along N. Sicily Ln. Existing 8-inch sewer main is present on the South side of the subject properties.

Drainage: Hydric soils are present in the subject area. 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 properties lies within the Hillside Hilltop Overlay District or FEMA floodplain. Additionally, no protected streams are present on the subject properties. Any improvements or requirements for drainage will be determined at the time of development submittal.

Fire: Station 7, located at 835 N. Ruppel Rd., protects this site. The properties are located approximately 1 mile 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 district, CS, Community Services, requires a **20% minimum canopy preservation**. The current zoning districts, C-1, Neighborhood Commercial, RSF-8, Residential Single-Family, 8 Units per Acre, and RMF-12, Residential Multi-Family, 12 Units per Acre, require a **20% minimum canopy preservation**, and RSF-4, Residential Single-Family, 4 Units per Acre, requires a **25% minimum canopy preservation**.

CITY PLAN 2040 FUTURE LAND USE PLAN: City Plan 2040 Future Land Use Plan designates the properties as being within the proposed rezone as **City Neighborhood Area**.

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 8 for this site with a weighted score of 8. The following elements of the matrix contribute to the score:

- Adequate Fire Response (Station 7, 835 N. Rupple Rd.)
- Near Water Main (12-inch, N. Rupple Rd)
- Near Sewer Main (8-inch, N. Sicily Ln; 8-inch south side of the subject properties)
- Near City Park (Red Oak Park)
- Near Paved Trail (Side-Path Trail)
- Near Razorback Bus Stop (Rupple & Congressional)
- Within Master Plan Area (Wedington Corridor Plan)
- Appropriate Land Use (City Neighborhood)

FINDINGS OF THE STAFF

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

Finding: ***Land Use Compatibility:*** Staff finds the proposed zoning of CS, Community Services to be compatible with the surrounding mix of residential and commercial uses. The properties are located near the intersection of W. Wedington Dr and N. Rupple Rd in an area that contains a variety of land uses and is well served by city services. The properties' existing majority zoning district, C-1, Neighborhood Commercial, is designed to encourage the development of smaller-scale commercial which can serve nearby residential concentrations. The proposed CS is intended to provide for adaptable mixed-use centers located along commercial corridors that connect denser development nodes. CS have comparable use schedules to C-1, with some exceptions being the introduction of residential uses. While C-1 zoning provides an urban form setback option, development in that zoning district typically follows a more traditional auto-oriented setback requirement with parking in front of structures. CS requires an urban form

setback with buildings addressing the street, which is in character with much of the neighboring properties. CS and C-1 have similar both have no lot area minimums. Only CS requires an 18-foot lot width minimum dwellings but is similar to C-1 with no width requirements for all other uses. The parcels are split zoned with RSF-4, RSF-8, and RMF-12, which can support residential by-right, but their location and size do not allow for any significant development. CS allows the same residential use allowances (single- to multi-family) with additional uses but are not uniform for the setbacks in RSF-4 and -8. By allowing for a rezoning to CS, this eliminates this split-zone and allows for more uniform development. Staff finds that the proposed rezoning would allow for more mixed-uses that can support nearby properties without any substantial change to the area's character.

Land Use Plan Analysis: Staff finds that a rezoning to CS for the subject properties would be consistent with the City's adopted land use plans. The City Plan 2040's Future Land Use Map designates the properties as City Neighborhood Area which is intended to support the widest spectrum of nonresidential and residential uses. The subject properties lie along N. Ruppel Rd, a crucial point within the Wedington Corridor Plan. This plan calls for a walkable area that is developed with mixed-uses near the Wedington and Ruppel intersection, which is a Tier 2 City Growth Node located approximately 800 feet to the south. A rezoning from C-1 to CS would support this as CS allows for mixed-uses while C-1 only allows for commercial uses. The other zoning districts that the subject properties enter into do support residential, though they are too small and not long N. Ruppel. Staff supports the rezoning to CS as it would allow for a variety of mixed-use allowances that would "provide goods and services for people in surrounding residential areas, which fits well with the existing residential development surrounding the subject property". A rezoning from CS could also support Goals 1 (infill), 3 (compact development), 6 (opportunities for attainable housing) of City Plan 2040, encouraging infill by allowing for dense mixed-use development along a major thoroughfare in an area that has access to existing city services.

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

Finding: Staff finds that the proposed rezoning from to CS is justified. Rezoning to CS would allow for housing densities that are comparable to the existing development pattern in the area and which are consistent with the City's planning objectives and policies while also allowing for commercial development.

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

Finding: Staff finds that rezoning the properties to CS has the potential to increase the traffic along N. Ruppel Rd given the allowable uses and no density maximum. However, N. Ruppel Rd is a high-traffic corridor that was intended to handle additional traffic.

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

Finding: Rezoning the properties to CS has the potential to increase population density, though it is not likely to undesirably increase the load on public services. The properties have access to existing water and sanitary sewer infrastructure and is close to public services. Fayetteville Public Schools did not comment on this request.

5. If there are reasons why the proposed zoning should not be approved in view of considerations under b (1) through (4) above, a determination as to whether the proposed zoning is justified and/or necessitated by peculiar circumstances such as:
- a. It would be impractical to use the land for any of the uses permitted under its existing zoning classifications;
 - b. There are extenuating circumstances which justify the rezoning even though there are reasons under b (1) through (4) above why the proposed zoning is not desirable.

Finding: N/A

RECOMMENDATION: Planning staff recommends forwarding RZN-2025-0062 to the City Council with a recommendation of approval.

PLANNING COMMISSION ACTION:		Required	<u>YES</u>
Date: <u>January 12, 2026</u>	☐ Tabled	☒ Forwarded	☐ Denied
Motion: Werner			
Second: Castin			
Vote: 7-0-0			

BUDGET/STAFF IMPACT:

None

ATTACHMENTS:

- Unified Development Code
 - §161.07 District RSF-4, Residential Single-Family - Four (4) Units Per Acre
 - §161.09 District RSF-8, Residential Single-Family - Eight (8) Units Per Acre
 - §161.14 District RMF-12, Residential Multi-Family - Twelve (12) Units Per Acre
 - §161.21 District C-1, Neighborhood Commercial
 - §161.22 Community Services
- One Mile Map
- Close-Up Map
- Current Land Use Map
- Future Land Use Map
- Long Range Planning Memo
- Request Letter

161.07 District RSF-4, Residential Single-Family - Four (4) Units Per Acre

(A) *Purpose.* The RSF-4 Residential District is designed to permit and encourage the development of low density detached dwellings in suitable environments, as well as to protect existing development of these types.

(B) *Uses.*

(1) *Permitted Uses.*

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

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 9	Two-family dwellings
Unit 12a	Limited business
Unit 24	Home occupations
Unit 36	Wireless communications facilities
Unit 44	Cluster Housing Development

(C) *Density.*

	Single-family dwellings	Two (2) family dwellings
Units per acre	4 or less	7 or less

(D) *Bulk and Area Regulations.*

	Single-family dwellings	Two (2) family dwellings
Lot minimum width	70 feet	80 feet
Lot area minimum	8,000 square feet	12,000 square feet
Land area per dwelling unit	8,000 square feet	6,000 square feet
Hillside Overlay District Lot minimum width	60 feet	70 feet
Hillside Overlay District Lot area minimum	8,000 square feet	12,000 square feet
Land area per dwelling unit	8,000 square feet	6,000 square feet

(E) *Setback Requirements.*

Front	Side	Rear
15 feet	5 feet	15 feet

(F) *Building Height Regulations.*

Building Height Maximum	3 stories
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(G) *Building Area.* On any lot the area occupied by all buildings shall not exceed 40% of the total area of such lot. Accessory ground mounted solar energy systems shall not be considered buildings.

(Code 1991, §160.031; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99; Ord. No. 4858, 4-18-06; Ord. No. 5028, 6-19-07; Ord. No. 5128, 4-15-08; Ord. No. 5224, 3-3-09; Ord. No. 5312, 4-20-10; Ord. No. 5462, 12-6-11; Ord. No. 5921, §1, 11-1-16; Ord. No. 5945, §8, 1-17-17; Ord. No. 6015, §1(Exh. A), 11-21-17; Ord. No. 6245, §2, 10-15-19; Ord. No. 6427, §§1(Exh. C), 2, 4-20-21)

Editor's note(s)—Ord. No. 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.

161.09 District RSF-8, Residential Single-Family - Eight (8) Units Per Acre

(A) *Purpose.* The RSF-8 Residential District is designed to bring historic platted development into conformity and to allow for the development of new single family residential areas with similar lot size, density, and land use as the historical neighborhoods in the downtown area.

(B) *Uses.*

(1) *Permitted Uses.*

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

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 9	Two-family dwellings
Unit 12a	Limited business
Unit 24	Home occupations
Unit 36	Wireless communications facilities
Unit 44	Cluster Housing Development

(C) *Density.*

	By Right
Single-family dwelling units per acre	8 or less

(D) *Bulk and Area Regulations.*

(1) *Lot Width Minimum.*

Single-family	50 feet
Two (2) family	50 feet
Townhouse, no more than two (2) attached	25 feet

(2) *Lot Area Minimum.*

Single-family	5,000 square feet
Two-family	5,000 square feet

(3) *Land Area Per Dwelling Unit.*

Single-family	5,000 square feet
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Two-family	5,000 square feet
Townhouse, no more than two (2) attached	2,500 square feet

(E) *Setback Requirements.*

Front	Side	Rear
15 feet	5 feet	5 feet

(F) *Height Regulations.*

Building Height Maximum	3 stories
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- (G) *Building Area.* The area occupied by all buildings shall not exceed 50% of the total lot area, except when a detached garage exists or is proposed; then the area occupied by all buildings shall not exceed 60% of the total lot area. Accessory ground mounted solar energy systems shall not be considered buildings.

(Ord. No. 4783, 10-18-05; Ord. No. 5028, 6-19-07; Ord. No. 5128, 4-15-08; Ord. No. 5224, 3-3-09; Ord. No. 5312, 4-20-10; Ord. No. 5462, 12-6-11; Ord. No. 5921, §1, 11-1-16; Ord. No. 5945, §8, 1-17-17; Ord. No. 6015, §1(Exh. A), 11-21-17; Ord. No. 6245, §2, 10-15-19; Ord. No. 6427, §§1(Exh. C), 2, 4-20-21)

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

161.14 District RMF-12, Residential Multi-Family - Twelve (12) Units Per Acre

(A) *Purpose.* The RMF-12 Multi-family Residential District is designed to permit and encourage the development of multi-family residences at a moderate density that is appropriate to the area.

(B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings
Unit 9	Two (2) family dwellings
Unit 10	Three (3) and four (4) family dwellings
Unit 26	Multi-family dwellings
Unit 41	Accessory dwellings
Unit 44	Cluster Housing Development
Unit 46	Short-term rentals

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 11	Manufactured home park
Unit 12a	Limited business
Unit 24	Home occupations
Unit 25	Professional offices
Unit 36	Wireless communications facilities
Unit 48	Private dormitories

(C) *Density.*

Units per acre	12 or less
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(D) *Bulk and Area Regulations.*

(1) *Lot Width Minimum.*

Manufactured home park	100 feet
Lot within a manufactured home park	50 feet
Single family	45 feet
Two (2) family	45 feet
Three (3) family or more	80 feet
Professional offices	100 feet

(2) *Lot Area Minimum.*

Manufactured home park	3 acres
Lot within a manufactured home park	4,200 square feet
Townhouse: Individual lot	2,500 square feet
Single-family	4,500 square feet
Two (2) family	6,000 square feet
Three (3) family or more	9,000 square feet
Fraternity or Sorority	2 acres
Professional offices	1 acre

(3) *Land Area Per Dwelling Unit.*

Manufactured home	3,000 square feet
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(E) *Setback requirements.*

Front	Side Other Uses	Side Single & Two (2) Family	Rear Other Uses	Rear Single Family
A build-to zone that is located between the front property line and a line 25 feet from the front property line.	8 feet	5 feet	20 feet	5 feet

(F) *Building Height Regulations.*

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

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

(G) Building area. The area occupied by all buildings shall not exceed 50% of the total lot area. Accessory ground mounted solar energy systems shall not be considered buildings.

(H) Minimum buildable street frontage. 50% of the lot width.

(Ord. No. 4325, 7-3-01; 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, 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, §4(Exh. C), 5-2-23; Ord. No. 6879, §2, 5-20-25)

Editor's note(s)—Ord. No. 6888, §1, adopted June 17, 2025 determines that Ordinance 6427 (Sunset Clause), Ordinance 6625 (extending Sunset Clause), Ordinance 6710 (extending the Sunset Clause), and Ordinance 6820 (extending the Sunset Clause) be amended so that Ordinance 6427 and all amendments to Code Sections ordained or enacted by Ordinance 6427 shall automatically sunset, be repealed and become void on November 30, 2025 unless prior to that time and date the City Council amends this ordinance to repeal or further amend this sunset, repeal and termination section.

161.21 District C-1, Neighborhood Commercial

(A) *Purpose.* The Neighborhood Commercial District is designed primarily to provide convenience goods and personal services for persons living in the surrounding residential areas. The intent of this district is to allow administrative approval if the developer decides to use urban form, in compliance with the build-to zone and minimum buildable street frontage as specified herein.

(B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 5	Government Facilities
Unit 13	Eating places
Unit 15	Neighborhood shopping
Unit 18	Gasoline service stations and drive-in/drive-through restaurants
Unit 25	Offices, studios, and related services
Unit 40	Sidewalk Cafes
Unit 44	Cluster Housing Development
Unit 45	Small scale production
Unit 46	Short-term rentals

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 16	Shopping goods
Unit 34	Liquor stores
Unit 35	Outdoor music establishments*
Unit 36	Wireless communications facilities*
Unit 42	Clean technologies

(C) *Density.* None.

(D) *Bulk and Area Regulations.* None.

(E) *Setback Regulations.*

Front	15 feet
Front, if parking is allowed between the right-of-way and the building	50 feet
Side	None
Side, when contiguous to a residential district	10 feet
Rear	20 feet

Urban Form Setback Regulations:

Front	A build-to zone that is located between 10 feet and a line 25 feet from the front property line
Side and rear	None
Side or rear, when contiguous to a single-family residential district	15 feet

(F) *Building Height Regulations.*

Building Height Maximum	5 stories
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If a building exceeds the height of two (2) stories, the portion of the building that exceeds two (2) stories shall have an additional setback from any boundary line of an adjacent residential district. The amount of additional setback for the portion of the building over two (2) stories shall be equal to the difference between the total height of that portion of the building, and two (2) stories.

- (G) *Building Area.* On any lot the area occupied by all buildings shall not exceed 40% of the total area of such lot. Accessory ground mounted solar energy systems shall not be considered buildings.

- (H) Urban form minimum buildable street frontage: 50% of the lot width.

(Code 1965, App. A., Art. 5(V); Ord. No. 2603, 2-19-80; Ord. No. 1747, 6-29-70; Code 1991, §160.035; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99; Ord. No. 5028, 6-19-07; Ord. No. 5195, 11-6-08; 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, 1-17-17; Ord. No. 6015, §1(Exh. A), 11-21-17; Ord. No. 6164, §§1, 4, 5, 4-2-19; Ord. No. 6223, §1, 9-3-19; Ord. No. 6245, §2, 10-15-19; Ord. No. 6521, §4, 1-18-22)

161.22 Community Services

- (A) *Purpose.* The Community Services District is designed primarily to provide convenience goods and personal services for persons living in the surrounding residential areas and is intended to provide for adaptable mixed use centers located along commercial corridors that connect denser development nodes. There is a mixture of residential and commercial uses in a traditional urban form with buildings addressing the street. For the purposes of Chapter 96: Noise Control, the Community Services district is a commercial zone. The intent of this zoning district is to provide standards that enable development to be approved administratively.
- (B) *Uses.*
- (1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 10	Three (3) and four (4) family dwellings
Unit 13	Eating places
Unit 15	Neighborhood Shopping goods
Unit 24	Home occupations
Unit 25	Offices, studios and related services
Unit 26	Multi-family dwellings
Unit 40	Sidewalk Cafes
Unit 41	Accessory dwellings
Unit 44	Cluster Housing Development
Unit 45	Small scale production
Unit 46	Short-term rentals

Note: Any combination of above uses is permitted upon any lot within this zone. Conditional uses shall need approval when combined with pre-approved uses.

- (2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 14	Hotel, motel and amusement services
Unit 16	Shopping goods
Unit 17	Transportation, trades and services
Unit 18	Gasoline service stations and drive-in/drive-through restaurants
Unit 19	Commercial recreation, small sites
Unit 28	Center for collecting recyclable materials
Unit 34	Liquor stores
Unit 35	Outdoor music establishments
Unit 36	Wireless communication facilities*
Unit 42	Clean technologies
Unit 48	Private dormitories

(C) *Density.* None.

(D) *Bulk and Area Regulations.*

(1) *Lot Width Minimum.*

Dwelling	18 feet
All others	None

(2) *Lot Area Minimum.* None.

(E) *Setback regulations.*

Front:	A build-to zone that is located between 10 feet and a line 25 feet from the front property line.
Side and rear:	None
Side or rear, when contiguous to a single-family residential district:	15 feet

(F) *Building Height Regulations.*

Building Height Maximum	5 stories
-------------------------	-----------

(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(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.

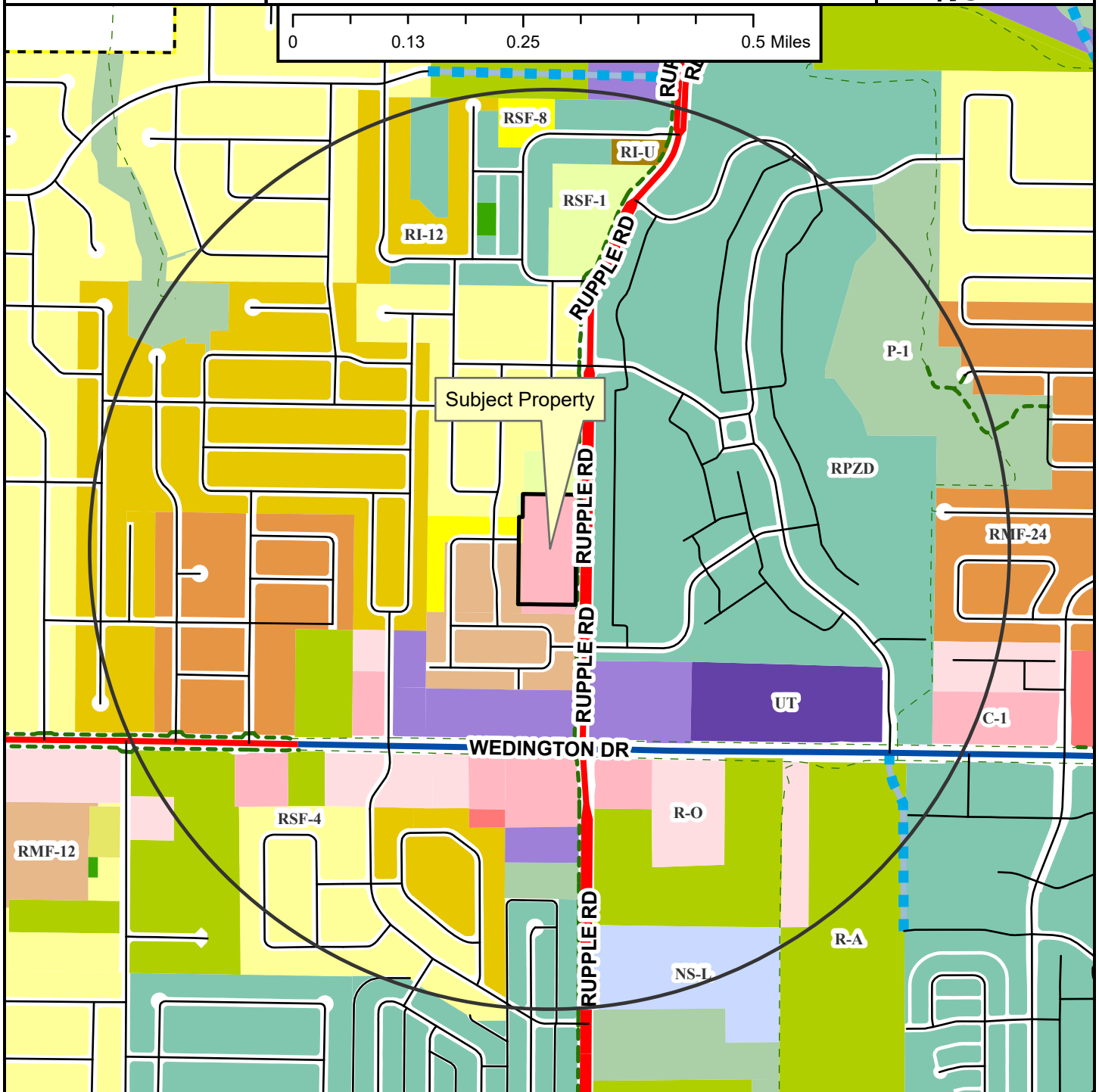
RZN-2025-0062

1439 N. RUPPLE RD

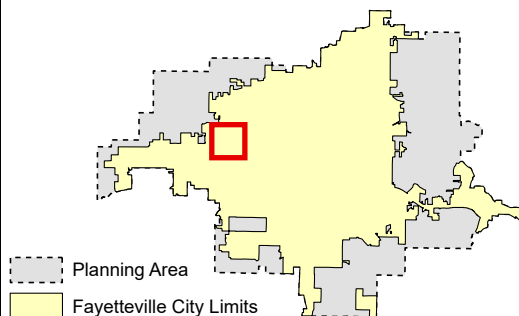
One Mile View



0 0.13 0.25 0.5 Miles



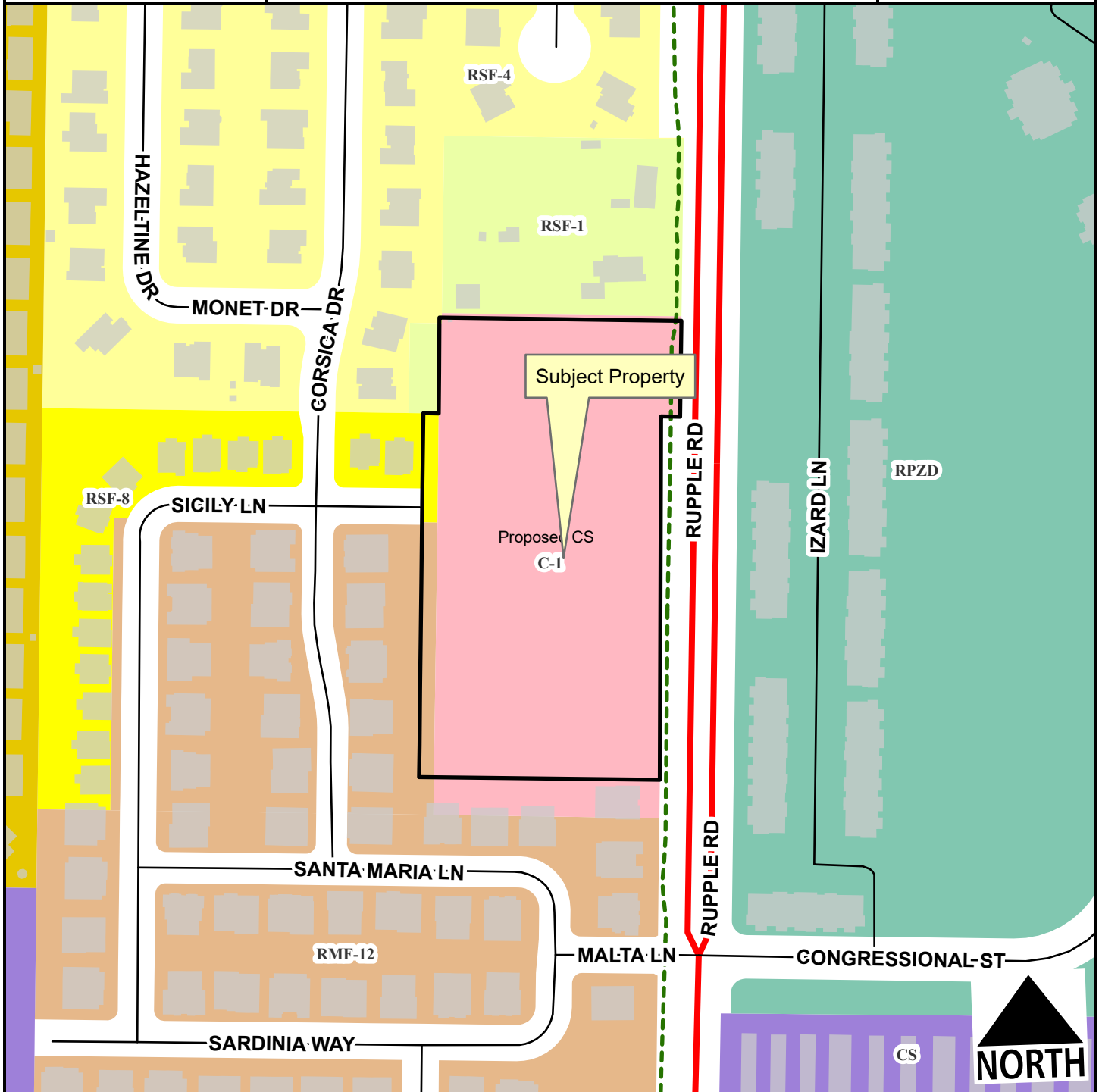
- Regional Link
- Regional Link - High Activity
- Unclassified
- Alley
- Residential Link
- Planned Residential Link
- Shared-Use Paved Trail
- Trail (Proposed)
- Fayetteville City Limits
- Planning Area



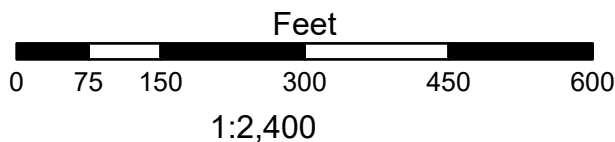
RZN-2025-0062

1439 N. RUPPLE RD

Close Up View



- Regional Link
- Unclassified
- Residential Link
- Planning Area
- Fayetteville City Limits



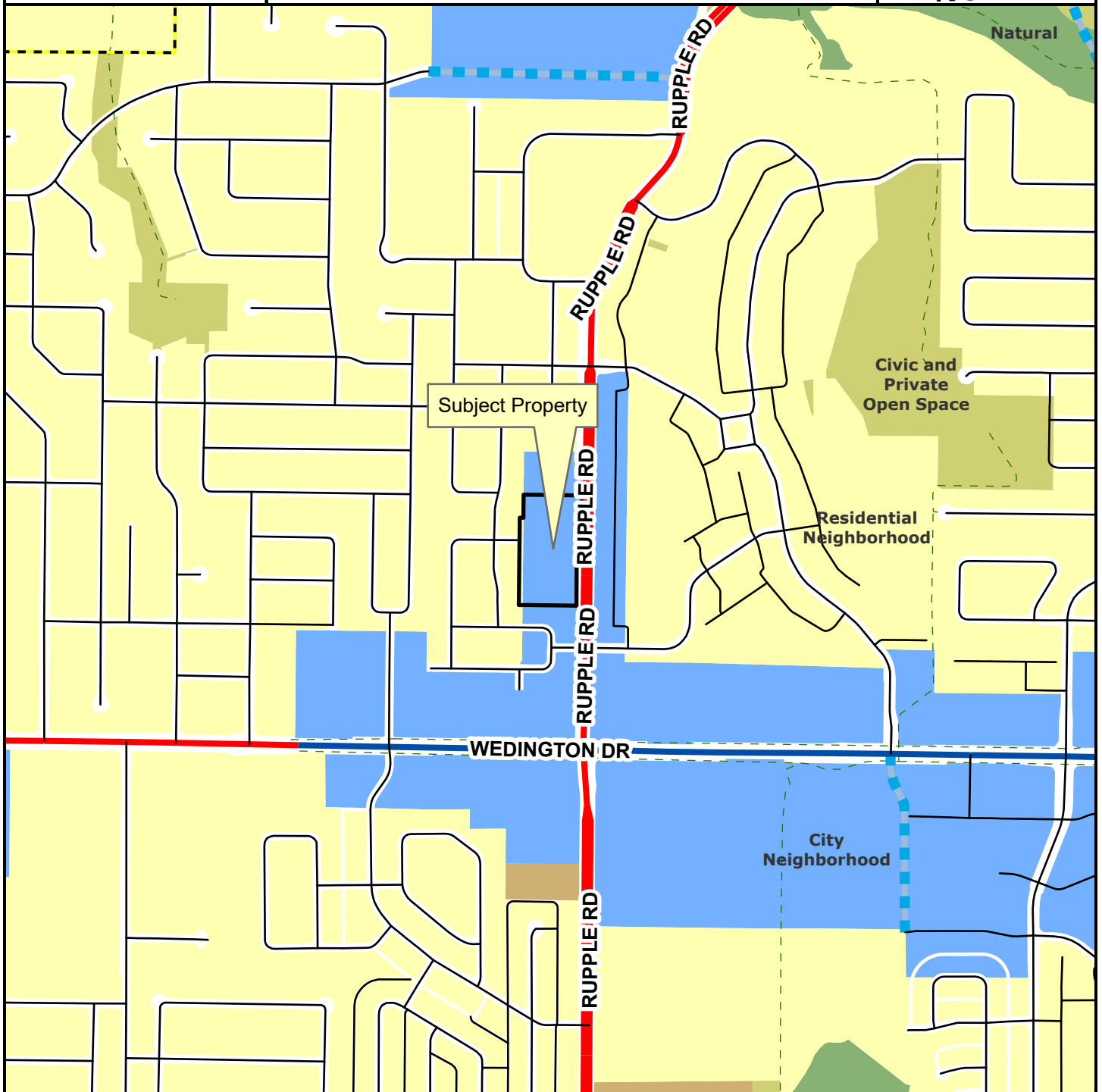
Zone	Current	Proposed
C-1	4.5	0.0
CS	0.0	4.8
RMF-12	0.2	0.0
RSF-4	0.0	0.0
RSF-8	0.1	0.0
Total		4.8 ac



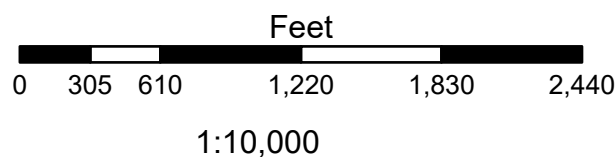
RZN-2025-0062

1439 N. RUPPLE RD

Future Land Use



- Regional Link
- Regional Link - High Activity
- Unclassified
- Alley
- Residential 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



TO: Wes Frank, Planner

FROM: Kylee Cole, Long Range & Preservation Planner

MEETING DATE: January 12, 2026

SUBJECT: Long Range Planning Comments Regarding RZN-2025-0062

BACKGROUND:

The applicant requests to rezone approximately 6.48 acres from C-1, Neighborhood Commercial, RSF-4, Residential Single-Family, Four Units per Acre, RMF-12, Residential Multifamily, 12 Units per Acre, and RSF-8, Residential Single-Family, 8 Units Per Acre to CS, Community Services. One long range planning document is relevant when evaluating this request: *City Plan 2040*.

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 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 attainable housing, and limits the amount of land consumed by development on the City's periphery, often termed "suburban sprawl".

DISCUSSION:

City Plan 2040 and Future Land Use Plan:

This area is designated as a City Neighborhood area, which are "more densely developed than residential neighborhood areas and provide a mix of non-residential and residential uses." This land use designation also supports the "widest spectrum of uses and encourages density in all housing types".¹ The request aligns with this designation by clarifying zoning across the entirety of parcels and adds a variety of housing types, from single to multi-family, which are not currently permitted under the existing C-1 zoning and commercial uses not currently permitted under the sections with residential zoning. The purpose of the CS district is to provide goods and services for people in surrounding residential areas, which fits well with the existing residential development surrounding the subject property. This proposal aligns with several goals of City Plan 2040, and would provide an opportunity for new development at a site with existing

¹ City Plan 2040, 130.

infrastructure (goals 1 and 2). This proposal also advances goals for complete and connected development with urban form standards that would further improve the pedestrian experience along Ruppel and provide opportunities for future commercial or mixed-use developments to serve the surrounding neighborhoods (goals 3 and 6).

Property History:

The subject property is currently unimproved and was annexed into the city in 2004 (Ord. No. 4588). At that time it was assigned RSF-1, Residential Single-Family 1 Unit per Acre. In 2006, the majority of the property was rezoned to C-1, Neighborhood Commercial subject to a Bill of Assurance (Ord. No. 4915) and phasing plan, but was subsequently not developed and the public street outlined in the Bill of Assurance to connect the residential development at the west to Ruppel Road was not completed (attached below). Although it is somewhat unclear, it appears that the split zoned parcels originated at that time.

Bill of Assurance from Ord. No. 4915:

This Bill of Assurance shall accompany each parcel of land (#1, 2, &3) and shall include the following;

- 1) Access to parcel #1 shall be to the north through Bellwood Subdivision Phase I and to Ruppel Road through Parcel #3. The street in Parcel 1 will connect to Parcel #2 for access.
- 2) Parcel #2 shall have public access through the property and shall provide connectivity to the west, south and to Ruppel Road.
- 3) Parcel #2 shall have the buildings arranged to avoid a grid layout or "row" houses. Buildings shall be staggered to help avoid this grid layout.
- 4) Pedestrian access shall be required in all 3 parcels to provide and encourage residents of this community to walk to the market district.
- 5) Waterlines & sewerlines will be extended through Parcel #1 to Parcel #2 and 3. Parcels 2 and 3 will also extend their waterline sewer to Ruppel Road.
- 6) Stormwater will be detained in Parcel #1 and #2 and will be sized for all three parcels.
- 7) Two trees shall be planted on each lot of Parcel #1 by the builder.
- 8) Architectural design shall be reviewed by the Planning Commission for all three parcels. The review shall include type of material, color, arrangement of windows, doors, etc. Each parcel shall be reviewed separately at the time each parcel is developed. (Parcel #1 will be developed first).
- 9) The developer of Parcel #1 will provide improvements to Ruppel Road as required by the City at the time Parcel #1 is developed.
- 10) Each parcel shall be compatible with the Wellspring Community to the east. This compatibility shall include architectural design & building arrangement. The City Planning Dept. shall review each development plan to determine that it is compatible with Wellspring.

A rezoning to CS meets both the original intent for this property as envisioned in 2006, and Goals 1, 2, 3, and 6 of City Plan 2040 by emphasizing complete design, connectivity, and mixed-use or commercial development to serve the surrounding neighborhoods.

Parcels: 765-24083-000 & 765-24086-100

Current Zoning: C-1

Proposed Zoning: CS (Community Services)

Dear Planning Commission,

This request is to rezone parcels 765-24083-000 and 765-24086-100 from C-1 (NEIGHBORHOOD COMMERCIAL), RSF-4 (RESIDENTIAL SINGLE-FAMILY, FOUR UNITS PER ACRE), RMF-12 (RESIDENTIAL MULTI-FAMILY, 12 UNITS PER ACRE), and RSF-8 (RESIDENTIAL SINGLE-FAMILY, 8 UNITS PER ACRE) to CS (Community Services). The majority of the parcel is C-1.

The existing C-1 zoning allows only commercial uses, limiting the site's potential to serve as a well-integrated part of the surrounding neighborhood. Rezoning to Community Services will allow a more balanced mix of uses that can function as a transition between nearby residential properties and other commercial areas. The intent is not to eliminate commercial potential, but to broaden the site's options so it can adapt to changing market conditions and community needs over time.

The CS district supports small-scale commercial, office, and residential uses within a walkable, neighborhood-oriented framework. This flexibility will make it possible to create a vibrant, mixed-use environment that maintains the intent of neighborhood-scale commercial development while introducing compatible residential and live-work opportunities.

Statement of Compatibility

The proposed CS zoning is compatible with surrounding land uses and zoning patterns. It maintains commercial options allowed under C-1 while adding the possibility for mixed-use and residential components that strengthen neighborhood connectivity and support local businesses.

The Community Services district can serve as a transition zone between residential and more intensive commercial areas—exactly the function these parcels provide. The scale and form permitted under CS will ensure that any future development remains pedestrian-oriented and context-sensitive, complementing adjacent residential areas while contributing to the overall walkability and livability of the corridor.

In summary, this rezoning maintains neighborhood-serving commercial uses while adding a mixed-use component that creates a thoughtful transition between residential and commercial zones, supporting both economic and community goals.

Thank you for your consideration.

Wes Bates



MEETING OF FEBRUARY 3, 2026

TO: Mayor Rawn and City Council

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

FROM: Jessica Masters, Planning Director

SUBJECT: **PZD-2025-0005: Planned Zoning District (N. CROSSOVER RD & E. ZION RD/THE MARKET AT CROSSOVER, 138): Submitted by CEI ENGINEERING for property located on N. CROSSOVER RD & E. ZION RD. in WARD 3. The property is zoned RPZD, RESIDENTIAL PLANNED ZONING DISTRICT and contains approximately 9.00 acres. The request is to rezone the property to a PLANNED ZONING DISTRICT.**

RECOMMENDATION:

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

BACKGROUND:

The subject property is at the northeast corner of N. Crossover Road and where a proposed extension of E. Zion Road is underway in association with the Chandler Crossing subdivision. The property is currently zoned under a Planned Zoning District (PZD) and it received this designation in 2021 (Ord. 6421).

Proposal: The applicant requests to rezone the property to a new Planned Zoning District with two planning areas, as described below:

- Planning Area #1 (Commercial) – 7.00 acres: This area will encompass the West side of the development, and will allow for commercial uses, with the primary intention of developing a grocery store and a separate convenience store with fueling stations on the property.
- Planning Area #2 (Detention and open space) – 2.00 acres: This area will encompass the east side of the property, and will set aside land for detention, drainage features, and natural spaces.

Public Comment: Staff received inquiries about this proposal ahead of Planning Commission, but no direct comments regarding opposition or support. Individuals expressed some curiosity about the proposed use of the grocery store, suggesting it may be supported by the surrounding community. One member of the public spoke in opposition to the request at the Planning Commission meeting with concerns about drainage, and with concerns about the overall Chandler Crossing development.

Land Use Compatibility: Staff finds that the proposed PZD is compatible with the surrounding land uses. The existing PZD allows for uses that primarily align with the CS zoning district, though also currently allows for gas stations and drive-thru restaurants by right. The current PZD also allows for residential uses by-right, which staff recommended incorporation of in to the applicant's current proposal; the applicant took this feedback from

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov

staff and Planning Commission, and has now incorporated multi-family as a by-right use in this zoning district. A key difference between the existing PZD requirements and the applicant's proposal reflects standards more in line with a traditional zoning pattern with traditional setbacks, rather than an urban form with a build-to zone. There is, however, a strong, existing pattern of traditional setbacks along this portion of N. Crossover Road which may help justify this shift in this instance, rather than holding firm to the urban form standard here; the properties to the west and southwest on the other side of the intersection are built to traditional setbacks, and the properties to the north and south are built to a rural standard currently. Form-based zoning is meant to encourage development to address the street to create a more walkable and pedestrian-friendly environment. The applicant's proposal will require that additional pedestrian-oriented elements and users of alternative forms of transportation are still accommodated at this site by writing higher-level requirements into their plans and requirements. Staff finds that this outcome will still benefit pedestrians and the surrounding community while still respecting the existing development pattern in the area.

Land Use Plan Analysis: Staff finds that the proposed PZD is aligned with several goals of City Plan 2040, especially if mixed-use is still prioritized in the applicant's request. The infill score of the property is 7 at the highest level, though the Future Land Use map designates this area as a City Neighborhood Area, which calls for commercial and mixed-use development along intersections and major corridors; the applicant's proposal is directly in line with that goal. By providing heightened design standards at the property, orienting at least part of the use toward a proposed new trail along N. Crossover Road, and seeking to provide safe pedestrian walkways throughout the proposed parking lot, staff finds that the applicant's request is compatible with the current land use surroundings. This proposal is an incremental step towards the overarching City's goals.

CITY PLAN 2040 INFILL MATRIX: City Plan 2040's Infill Matrix indicates a score range of 5-7 for this site. Elements contributing to the highest score include the following:

- Adequate Fire Response (Station #5, 2979 N. Crossover Road)
- Near Sewer Main (8" PVC and 10" DIP in N. Crossover Road)
- Near Water Main (12" PVC)
- Near City Park (Lake Fayetteville)
- Near Paved Trail (On-Street Bike Facility on N. Crossover; Planned Off-street Facility)
- Near ORT Bus Stop (N. Crossover Road)
- Appropriate Future Land Use (City Neighborhood)

DISCUSSION:

At the January 12, 2026 Planning Commission meeting, a vote of 6-1-0 forwarded the request to City Council with a recommendation of approval. Commissioner Payne made the motion, with Gulley seconding. Commissioner Werner voted in opposition, citing concerns in the discussion about whether the use was needed in this location, and issues with the removal of the form-based standards that currently govern the site. Commissioner McGetrick supported the applicant's site plan and design standards but raised concerns about the broader amendment process for Chandler Crossing, the potential weakening of its master plan, and the need for clarity on how the proposal ensures the full development of Zion Road. Commissioners who voted in favor supported the applicant's request, appreciating the applicant's efforts to propose heightened design criteria and insert additional uses to promote the opportunity for mixed-use development in the future. Noting that the use was needed in this area, Commissioner Madden also stated that grocery stores outside of heavily urbanized areas were almost impossible to install without adequate parking and supported the applicant's efforts to make the site as walkable as possible. One member of the public spoke in opposition to the request, expressing concerns about water and drainage, and continued opposition to Chandler Crossing.

BUDGET/STAFF IMPACT:

N/A

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov

ATTACHMENTS: 3. Staff Review Form, 4. Exhibit A, 5. Exhibit B, 6. Exhibit C PZD Booklet, 7. Planning Commission Staff Report

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 #: 2026-111

AN ORDINANCE TO APPROVE A PLANNED ZONING DISTRICT ENTITLED PZD-2025-005 FOR APPROXIMATELY 9 ACRES LOCATED AT NORTH CROSSOVER ROAD AND EAST ZION ROAD IN WARD 3

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves PZD-2025-05 as described in Exhibits “A” (map), “B” (legal description), and “C” (PZD booklet) attached to the Planning Division’s Agenda Memo which allows the development of approximately 7 acres of commercial uses and 2 acres for detention, drainage features, and natural spaces.

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

City of Fayetteville Staff Review Form

2026-111

Item ID

2/3/2026

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

Jonathan Curth

1/15/2026

DEVELOPMENT REVIEW (630)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

PZD-2025-0005: Planned Zoning District (N. CROSSOVER RD & E. ZION RD/THE MARKET AT CROSSOVER, 138): Submitted by CEI ENGINEERING for property located on N. CROSSOVER RD & E. ZION RD. in WARD 3. The property is zoned RPZD, RESIDENTIAL PLANNED ZONING DISTRICT and contains approximately 9.00 acres. The request is to rezone the property to a PLANNED ZONING DISTRICT.

Budget Impact:

Account Number

Fund

Project Number

Project Title

Budgeted Item? No

Total Amended Budget

\$ -

Expenses (Actual+Encum)

\$ -

Available Budget

\$ -

Does item have a direct cost? No

Item Cost

\$ -

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ -

V20221130

Purchase Order Number: _____

Previous Ordinance or Resolution # _____

Change Order Number: _____

Approval Date: _____

Original Contract Number: _____

Comments:

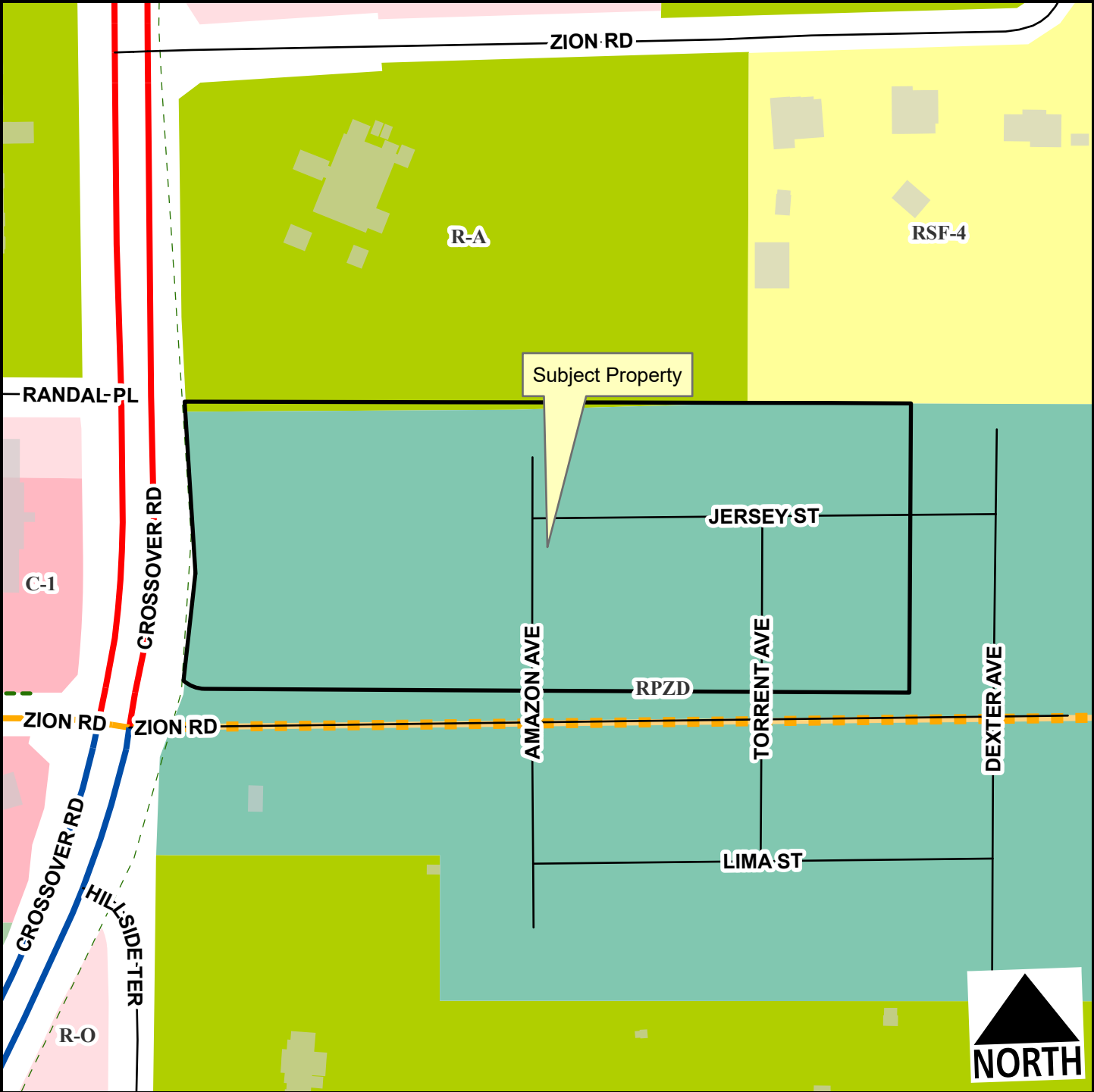


EXHIBIT B

GIS Approved
01/07/2026

Subject Tract Description

A part of the Northeast Quarter (NE 1/4) of the Southwest Quarter (SW 1/4), and part of the Southeast Quarter (SE 1/4) of the Northwest Quarter (NW 1/4) all in Section 19, Township 17 North, Range 29 West, Washington County, Arkansas, also being a part of the tract described at File Number 2021-00029879 in the public records of Washington County, Arkansas and being described by metes and bounds as follows:

COMMENCING at a 5/8-inch rebar found at the Northeast Corner of said NE 1/4 of the SW 1/4 also being the Northeast Corner of said parent tract;

THENCE along the North Line of said parent tract, North 87°44'49" West, passing through a 5/8-inch rebar at a distance of 155.20 feet and continuing for a total distance of 272.02 feet to a 5/8-inch rebar with cap LS#1618 also being the **POINT OF BEGINNING**;

THENCE departing said North Line, South 02°19'45" West, 397.59 feet to a 5/8-inch rebar with cap LS#1618;

THENCE North 87°41'00" West, 968.04 feet to a 5/8-inch rebar with cap LS#1618;

THENCE Westerly along the arc of a curve to the right 31.83 feet, having a radius of 44.50 feet, through a central angle of 40°59'18", having a chord bearing and distance of North 67°11'50" West, 31.16 feet to a 5/8-inch rebar with cap LS#1618 set on the East Right-of-Way of North Crossover Road (AR Highway 265) per ARDOT Job #040518;

THENCE along said East Right-of-Way the following three (3) courses:

1. North 08°21'32" East, 147.86 feet to a 5/8-inch rebar with 2-inch aluminum cap stamped LS#1710;
2. North 01°35'11" West, 226.14 feet to a 5/8-inch rebar with 2-inch aluminum cap stamped LS#1710;
3. North 00°54'23" West, 11.00 feet to a 5/8-inch rebar with cap LS#1618;

THENCE along the North Line of said parent tract, South 87°52'19" East, passing through a 5/8-inch rebar with cap LS#1118 at a distance of 773.69 feet and continuing for a total distance of 888.09 feet to a 5/8-inch rebar with cap LS#1618;

THENCE continuing along said North Line, South 87°44'49" East, passing through a 5/8-inch rebar at a distance of 66.70 feet and continuing for a total distance of 109.67 feet returning to the **POINT OF BEGINNING** containing 392,073 square feet or 9.00 acres, more or less.



*Civil Engineering, Landscape Architecture,
Survey, Planning & Program Management*

2600 NE 11th St., Suite 300
Bentonville, AR 72712
Office: 479.273.9472
Toll-free: 1.800.433.4173
ceieng.com

PLANNED ZONING DISTRICT BOOKLET

PREPARED FOR:
THE MARKET AT CROSSOVER
CROSSOVER ROAD AND ZION ROAD
FAYETTEVILLE, AR

DATE:
DECEMBER 2025

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A. CURRENT OWNERSHIP

The subject property comprises approximately 9.00 acres and is part of a larger 22.41-acre tract identified as Parcel ID 765-13219-000. The entire tract is presently owned by Chandler Crossing, LLC; however, the 9.00-acre portion is proposed to be sold to a national retailer represented by:

CEI Engineering Associates, Inc.
Candice Anderson
canderson@ceieng.com
2600 NE 11th St., Suite 300
Bentonville, AR 72712

Watkins, Boyer, Gray & Curry, PLLC
William Kellstrom
mwkellstrom@watkinslawoffice.com
1106 W. Poplar
Rogers, AR 72756

B. PROJECT SUMMARY

The proposed development will include two planning areas designed to serve as a destination for residents in the surrounding community. These areas will introduce essential grocery and fueling services that are currently limited or unavailable near the site, significantly improving convenience, walkability and addressing key needs for local residents. The project will incorporate substantial pedestrian and bicycle features intended to make this a walkable destination from the adjacent Chandler Crossing subdivision. All planning areas will incorporate accessibility enhancements and open space improvements to support a well-connected and community-focused environment.

C. GENERAL PROJECT CONCEPT

- 1) **Street and Lot Layout:** The development will feature a detention basin positioned along the Eastern property line at the rear of the site, while the main store will face West to maximize visibility and accessibility. A compact convenience store will be strategically located at the Southwest corner of the property. Primary access will be provided via a newly constructed Central Neighborhood Link Street, extending east from the intersection of Crossover Road and Zion Road. Additionally, a right-in/right-out driveway will offer direct access to Crossover Road at the Northwest corner of the development, ensuring efficient traffic flow and connectivity.
- 2) **Site Plan Showing Proposed Improvements:** A site and master plan will be attached with this Booklet.
- 3) **Buffer Areas** Shall conform to all city standards with the UDC, unless otherwise noted.
- 4) **Tree Preservation Areas:** Tree preservation plans, and landscape plans will be required and submitted once development begins on any individual large scale or when a preliminary plat application and development plan is submitted.
- 5) **Storm Water Detention Areas and Drainage** will consist of one detention basin positioned along the Eastern property line at the rear of the site, within Planning Area 2. The drainage report will further detail the proposed system by which storm water will be carried through the development.
- 6) **Undisturbed Natural Areas:** The site has recently undergone earthwork and initial development activities and currently features minimal tree coverage and sparse vegetation.

- 7) **Existing and Proposed Utility Connections and Extensions:** Existing water and sanitary sewer mains are located at Crossover Road.
- 8) **Development and Architectural Design Standards** Shall conform to all city standards with the UDC, unless otherwise noted.
- 9) **Building Elevations** have been submitted with this application.

D. PROPOSED PLANNING AREAS (PA's)

- 1) **Planning Area 1 (Commercial)** – This **7.0 acre** area will encompass the West side of the development. This district will be designed to provide grocery and fueling services to support the surrounding areas.
- 2) **Planning Area 2 (Detention Basin)** – This **2.0 acre** area will encompass all the detention, drainage features, forested areas, natural areas, and recreational features. The zoning district is designed to permit and encourage the minimum amount of development, protect natural features, encompass all common open space.

These planning areas will be described within Section E and Section F of this booklet, along with a map delineating the planning areas. The map will be attached as the Zoning and Development Standards by Planning Area map concurrently submitted with this booklet.

E. PROPOSED ZONING STANDARDS

1) Planning Area 1 (Commercial) – 7.0 Acres

The zoning within this portion of the PZD will be based largely on the existing C-1 (Neighborhood Commercial) zoning district, conforming to the standard non-urban form requirements. This district is designed primarily to provide convenience goods and personal services for persons living in the surrounding residential areas.

Commercial 1 Zoning District:
Permitted uses by unit:

Unit 1	City-wide uses by right
Unit 13	Eating places
Unit 15	Neighborhood shopping
Unit 16	Shopping goods
Unit 18	Gasoline service stations and drive-in-through restaurants
Unit 25	Offices, Studios, and related services
Unit 26	Multi-family dwellings
Unit 40	Sidewalk Cafes
Unit 44	Cluster Housing Development
Unit 45	Small scale production
Unit 46	Short-term rentals

Conditional uses by unit:

Unit 2	City-wide uses by conditional permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 34	Liquor stores
Unit 35	Outdoor music establishments
Unit 36	Wireless communications facilities
Unit 42	Clean technologies

Non-Residential Intensity:

- Acreage: 1.24 acres, Non-residential SF: 54,000 SF

Bulk and area regulations:

- Lot width minimum: None
- Lot area minimum: None
- Setback requirements:
 - Front 15 feet.
50 feet (if parking is allowed between the right-of-way and the building.
 - Side None
15' (When contiguous to a single-family residential district)
 - Rear 20 feet
- Height regulations: 5 Stories

Site Planning:

- **Landscaping** throughout the development shall comply with Chapter 177 of the Unified Development Code (UDC) and will be maintained by the property owner to ensure long-term visual quality and environmental performance.
- **Parking** shall be associated with proposed use and will conform with Chapter 172 of the UDC, unless otherwise shown in the development plans.
- **Architectural design standards** shall conform to building and development requirements within the UDC, unless otherwise shown in the development plans.
- **Signage** allowed with the planning areas shall conform to large scale or non-large scale development requirements within UDC Chapter 174, unless otherwise shown in the development plans.
- **Additional Landscape Features:** The development shall incorporate various bike, pedestrian, and landscape features, above the minimum requirements of the UDC, such as premium bike racks, seating areas, gathering spaces, streetscape enhancements, and improved pedestrian and bike connectivity features, as shown on the site plan, or as otherwise approved by Planning Staff.

Waivers / Variances

The applicant will submit for any required waivers or variances to the UDC during the large-scale development process.

2) Planning Area 2 (Detention Basin) – 2.0 Acres

This area will encompass all the detention basin, drainage features, forested areas, natural areas, recreational features. The zoning district is designed to permit and encourage the minimum amount of development, protect natural features, encompass all common open space.

Non-residential Zoning District:

Permitted uses by unit:

Unit 1	City-wide uses by right
Unit 6	Agriculture

Conditional uses by unit:

Unit 2	City-wide uses by conditional permit
Unit 4	Cultural and recreational facilities

Non-Commercial Intensity:

- Acreage: 0 acres, Non-residential SF: 0 SF

Bulk and area regulations:

- Lot width minimum: None
- Lot area minimum: None
- Setback requirements:
 - Front 35 feet.
 - Side 20 feet
 - Rear 35 feet
- Height regulations: There shall be no maximum height limits within the planning area, 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.
- Building area: There shall be no building area lot requirements for open space, non-buildable, or detentions pond lots.

Site Planning

- **Landscaping** throughout the development shall comply with Chapter 177 of the Unified Development Code (UDC) and will be maintained by the property owner to ensure long-term visual quality and environmental performance.
- **Parking** shall be associated with proposed use and will conform with Chapter 172 of the UDC, unless otherwise shown in the development plans.
- **Architectural design standards** shall conform to building and development requirements within the UDC, unless otherwise noted.
- **Signage** allowed with the planning areas shall conform to large scale or non-large scale development requirements within UDC Chapter 174, unless otherwise shown in the development plans.

Waivers / Variances

The applicant will submit for any required waivers or variances to the UDC during the large-scale development process.

F. PLANNING AREA ZONING CHARTS

1) Planning Area 1 (Commercial) – 7.0 Acres

A breakdown of the proposed Planning Area 1 (Commercial) zoning district within the PZD versus the City of Fayetteville current PZD zoning of the property is provided in the following table.

Regulation	Current Zoning		Proposed Zoning
	PZD, PA 1 (Commercial)	PZD, PA 2 (Residential 1)	PZD, PA 1 (Commercial)
Density	Non-residential SF – 269,900	None	None
Lot Width Minimum	18 feet for a dwelling, None for all other uses		None
Lot Area Minimum	No minimum lot area		None
Setbacks	Front: 10'-25' Build to zone Side: 0' or 15' if contiguous to single family residential Rear: 0' or 15' if contiguous to single family residential		Front: 15 feet 50 feet (if parking is allowed between the right- of -way and the building. Side: None 15' (When contiguous to a single- family residential district) Rear: 20 feet
Building Height Maximum	5 Stories	2 stories / 3 stories	5 Stories
Building Area	None		None
Minimum Buildable Street Frontage	50% of the Lot Width	None	None

2) Planning Area 2 (Detention Basin) – 2.0 Acres

A breakdown of the proposed Planning Area 2 (Detention Basin) zoning district within the PZD versus the City of Fayetteville current PZD zoning of the property is provided in the following table.

Regulation	Current Zoning	Proposed Zoning
	PZD, PA 2 (Residential 1)	PZD, PA 2 (Detention Basin)
Density	None	None
Lot Width Minimum	18 feet for a dwelling	None
Lot Area Minimum	None	None
Setbacks	Front: 15 feet 50 feet (if parking is allowed between the right-of-way and the building. Side: None	Front 35 feet. Side 20 feet Rear 35 feet
Building Height Maximum	2 stories / 3 stories	No maximum height*
Building Area	None	None**

* There shall be no maximum height limits within the planning area, 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.

** There shall be no building area lot requirements for open space, non-buildable, or detentions pond lots.

G. ANALYSIS OF SITE CHARACTERISTICS

The proposed Planned Zoning District (PZD) encompasses a 9.00-acre tract of open land. The site has recently undergone earthwork and initial development activities and currently features minimal tree coverage and sparse vegetation. The topography gently slopes toward the Northeast. Additionally, offsite drainage from Crossover Road currently discharges onto the property and will need to be re-routed around the development to accommodate site planning and infrastructure.

H. RECREATIONAL FACILITIES

The development is a short drive down Zion Road from the Lake Fayetteville trails, connections to the Razorback Greenway, Veterans Park, The Lake Fayetteville ballfields and Marina, and the Botanical Garden of the Ozarks.

I. REASON FOR THE REQUEST OF ZONING CHANGE

The proposed 9.00-acre tract is currently zoned as a Planned Zoning District (PZD). However, the proposed development overlaps multiple Planning Areas within the current PZD, and the current Planning Area 1 designation for commercial use, along with its bulk area regulations, does not align with the intended development plan. To better support the proposed development, and to align the development with City planning goals, the proposed PZD will largely follow C-1 zoning requirements, consistent with adjacent properties to the West. This approach will allow for the creation of a community destination that introduces essential services, including grocery and fueling options, which are currently lacking near the site. The development will enhance convenience, encourage alternative mode of transportation, such as walking and biking and meet key needs for residents in the surrounding area.

J. RELATION TO EXISTING AND SURROUNDING PROPERTIES

The proposed Planned Zoning District (PZD) is designed to complement and align with the existing C-1 commercial zoning regulations of the adjacent development to the West. To the South, the property is zoned PZD for commercial use, while the remaining surrounding properties are primarily residential in nature. Strategically located at the intersection of Crossover Road and Zion Road, this development is positioned to serve as a vibrant destination for nearby residents, offering essential services that are currently limited or unavailable within close proximity. The development is also intended to provide walkable shopping for daily necessities to the proposed residential development in Chander Crossing PZD.

The introduction of grocery and fueling services will significantly enhance convenience and meet critical daily needs for the local community. By bridging the gap between residential areas and commercial amenities, the proposed PZD will contribute to a more balanced and accessible neighborhood environment.

Access to the site will be provided via designated entry points along Crossover Road, ensuring efficient traffic flow. A comprehensive traffic study will be submitted with the preliminary plat plan to evaluate trip generation and distribution, ensuring that the development integrates smoothly with existing infrastructure.

Signage within the proposed PZD will be thoughtfully designed to reflect the character and quality of surrounding developments. High-quality pylon and monument signs will be utilized, and all signage will comply with the standards outlined in Chapter 174 of the Unified Development Code (UDC).

K. FAYETTEVILLE COMPREHENSIVE LAND USE PLAN COMPLIANCE

The proposed Planned Zoning District (PZD) is located within the City Neighborhood Area. While the development does not include a residential component, it will be designed to support the growth and vitality of surrounding residential neighborhoods, such as the adjacent Chander Crossing PZD. Positioned at the key intersection of Crossover Road and Zion Road, the site will serve as a dynamic commercial hub, offering essential services such as grocery and fueling options that are currently limited or unavailable nearby. This will significantly improve convenience and quality of life for residents.

In addition to vehicular access, the development will incorporate pedestrian and bike friendly design elements and establish direct connections to the City's trail system. These enhancements will promote walkability, encourage alternative transportation options, and ensure safe, convenient access for residents in adjacent neighborhoods. By integrating with the broader mobility network, the PZD will foster a more connected and accessible community environment.

The development will be carefully designed to minimize and mitigate potential adverse impacts on adjacent residential areas. A range of strategies will be implemented to ensure compatibility and preserve neighborhood character, including:

- **Traffic Management:** A comprehensive traffic study will be conducted to assess trip generation and distribution. Access points will be strategically placed to minimize congestion and avoid cut-through traffic in residential areas.
- **Noise Reduction:** Site layout will be planned to limit noise impacts. Landscaping buffers and sound attenuation measures will be incorporated where necessary. Landscaping throughout the development shall comply with Chapter 177 of the Unified Development Code (UDC) and will be maintained by the property owner to ensure long-term visual quality and environmental performance.
- **Visual Appearance:** Architectural design and materials will reflect high-quality standards and complement surrounding developments. Landscaping and screening will be used to soften visual impacts and enhance aesthetics.
- **Lighting Control:** Outdoor lighting will be directed downward and shielded to prevent light spillover into adjacent residential properties, in compliance with chapter 176 of the code of Ordinances for the City of Fayetteville.
- **Drainage and Stormwater Management:** A dedicated detention basin planning area will be included to manage stormwater runoff effectively, ensuring no negative impact on neighboring properties.

These measures collectively aim to create a well-integrated development that enhances the surrounding community while respecting the character and needs of nearby residential areas.

L. TRAFFIC STUDY

A comprehensive traffic study will be submitted with the large-scale development plan to evaluate trip generation and distribution, ensuring that the development integrates smoothly with existing infrastructure.

M. IMPACTS OF CITY SERVICES

The proposed development will be supported utility infrastructure designed to meet both current and future needs. An 8-inch water main will be installed to service the site, including the placement of appropriately spaced fire hydrants to ensure adequate fire protection. This water main will connect to an existing 12-inch main along Crossover Road, allowing for extended service to adjacent parcels and supporting broader utility integration.

Sanitary sewer service will be provided via an 8-inch gravity sewer system, which will tie into an existing 10-inch sewer line located along Crossover Road. Preliminary coordination with Fayetteville Utilities has indicated that sewer capacity, hydrant flow, and water pressure in the area are sufficient to support the proposed development without concern.

Additional city services impacted by the development include fire, police, and sanitation. Emergency services will have direct access to all commercial buildings via the internal street network and surrounding drive aisles. Fire hydrants will be strategically located along street frontages and drive aisles to ensure access in the event of an emergency.

Trash collection services will be accommodated through screened dumpster areas located near the rear of each commercial building, maintaining both functionality and visual appeal.

N. CONCEPTUAL DESCRIPTIONS OF DEVELOPMENT STANDARDS

The development standards and conditions for the proposed Planned Zoning District (PZD) are being established to ensure compatibility with surrounding land uses, promote cohesive and contiguous development, promote alternative modes of transportation like walking and biking, and enhance the overall functionality and appeal of the area. While the PZD is commercially focused, its design will contribute to a high-quality built environment that supports nearby residential growth and public infrastructure.

The intent is to create a well-integrated commercial destination that aligns with community expectations for design, accessibility, and environmental quality, while also protecting public investments and reinforcing the long-term vision for the district.

- 1) **Screening and Landscaping** throughout the development shall comply with Chapter 177 of the Unified Development Code (UDC) and will be maintained by the property owner to ensure long-term visual quality and environmental performance.

- 2) **Traffic and Circulation:** A comprehensive traffic study will be submitted with the preliminary plat plan to evaluate trip generation and distribution, ensuring that the development integrates smoothly with existing infrastructure.
- 3) **Parking Standards:** Parking shall be associated with proposed use and will conform to Chapter 172 in the UDC, unless otherwise shown in the development plans.
- 4) **Perimeter Treatment** shall comply with Chapter 177 of the Unified Development Code (UDC) and will be maintained by the developer to ensure long-term visual quality and environmental performance.
- 5) **Sidewalks** shall follow a standard throughout the development. Typical sidewalk shall follow the Master Street plan for each street section (ex: Residential Link, Neighborhood Link). Sidewalks shall all meet Master Street Plan requirements.
- 6) **Streetlights** shall be of a uniform type throughout the development. All streetlights shall be full cut-off fixtures, and a lighting system shall appropriately light all public areas. All streetlights shall be per Ozark Electric Cooperative and meet UDC code 166.04(B)(3)(g)
- 7) **Water** mains and services shall be provided for each commercial building. Water mains shall be per Fayetteville 2017 Water and Sewer Specifications, utilizing an 8" AWWA C900 PVC, DR14 material. Water services shall follow these same specifications for meters and service lines.
- 8) **Sewer** services shall be provided for each commercial building. Sewer mains shall be per Fayetteville 2017 Water and Sewer Specifications, utilizing an 8" PVC SDR 26. Sewer services shall follow these same specifications for any service lines.
- 9) **Streets** shall conform to City of Fayetteville minimum street standards. Street design shall be reviewed by the Engineering department from the City of Fayetteville.
Drainage and storm design will be provided on the attached site design/master plan. Drainage and storm design will be reviewed by the Engineering Department from the City of Fayetteville.
- 10) **Construction of Nonresidential Facilities:** Any non-residential facilities not proposed with this application will follow all applicable Non-Residential Design Standards (UDC chapter 166.24 & 166.25), Large scale development standards, or non-large scale development standards where applicable.
- 11) **Tree Preservation** plans and landscape plans will be required and submitted once development begins on any individual large scale or when a preliminary plat application and development plan is submitted.
- 12) **Architectural Design Standards:** For non-residential structures and commercial areas, the architectural design will not be defined in this booklet. Any commercial buildings within Planning Area 1 will be submitted by Large Scale Development application and subject to city code, and any non-residential structures shall conform to all city standards with the UDC, unless otherwise shown in the development plans.
- 13) **Proposed Signage:** Signage will not be allowed except for what is already stated in the Planning Areas section of this Booklet. Any applicable signage to be proposed will conform to all regulations in the City of Fayetteville's ordinances UDC 174, unless otherwise shown in the development plans.

- 14) **View Protection:** View protection shall be considered if any proposed work is to occur outside the scope of the proposed PZD and its master plan.
- 15) **Covenants, Trust, and Homeowner Associations:** It is not anticipated at the time that the development will be subject to any protective covenants or owners associations.

O. PLANNED ZONING DISTRICT INTENT / PURPOSE

The intent of the proposed commercial development is to align with the goals and vision outlined in the City of Fayetteville's 2040 Land Use Plan for the City Neighborhood Area. This project is designed to create a vibrant, accessible destination that serves the surrounding residential community by introducing essential services such as grocery and fueling options. These services are currently limited or unavailable near the site, and their inclusion will significantly improve convenience and meet key daily needs for local residents.

By thoughtfully integrating land use, accessibility, and service offerings, the development will contribute to a completer and more connected neighborhood environment, supporting both current and future growth in the area.

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Preliminary
This document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document

PROFESSIONAL OF RECORD	DGR
DESIGNER	TLP
FIELD WORK	EM
CB PROJECT NUMBER	34226
DATE	2/23/2025
REVISION	REV-1

Survey Sheet

OF
13



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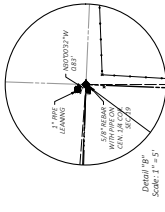
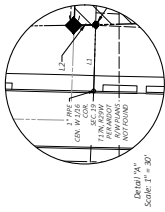
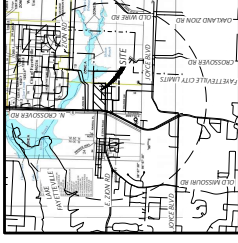
SCALE IN FEET

VICINITY MAP

NOT TO SCALE

APPROXIMATE STREET LOCATIONS BASED ON
CITY OF FARETTE WALKMASTER STREET PLAN

Latitude: 36° 74.7'N
Longitude: 94° 65.7'W



Author's note: This article was prepared by the author as part of her M.S. thesis at the University of North Carolina at Charlotte.

Line Table			Property Curve Table					
Line #	Direction	Length	Curve #	Radius	Length	Delta	Chord Bearing	Chord Distance
L1	N88°19'53"W	3.866'						
L2	N02°54'23"W	11.00'	C1	44.50'	31.83'	40°59'18"	N67°11'50"W	31.16'

	Bounding Line
	Adjoining Boundary Line
	Right of Way Line
	Easement Line
	Centerline
	Section Line (240)
	Well Line
	Railroad Right-of-Way Line
	Proposed Access Line

Legend

Traffic Light L&T Control
 Traffic Light P&T Control
 Traffic-Signal Type of Signal
 Reinforced-Concrete Type
 Applied-Width
 R/W
 (XXX)
 Close of the Record XXXX/YY/ZZ

	Blind Nook (BM)
	Found Monument (As Noted)
	Rebound / Guard Post
	Round Pipe (As noted)
	Found 5.81" Rebar with 2" Aluminum Cap (3.75" (units as otherwise noted)
	Fence Post (Wood)

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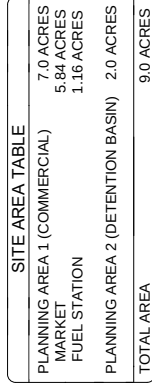
PRELIMINARY
NOT FOR
CONSTRUCTION

PZD MASTER PLAN

SHEET TITLE

SHEET NUMBER

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TO: Fayetteville Planning Commission

FROM: Jessie Masters, Planning Director

MEETING: January 12, 2026 **Updated with results**

SUBJECT: **PZD-2025-0005: Planned Zoning District (N. CROSSOVER RD & E. ZION RD/THE MARKET AT CROSSOVER, 138):** Submitted by CEI ENGINEERING for property located on N. CROSSOVER RD & E. ZION RD. The property is zoned RPZD, RESIDENTIAL PLANNED ZONING DISTRICT and contains approximately 9.00 acres. The request is to rezone the property to a PLANNED ZONING DISTRICT.

RECOMMENDATION:

Staff recommends forwarding **PZD-2025-0005** to City Council with a recommendation of approval.

RECOMMENDED MOTION:

*"I move to forward **PZD-2025-0005** to City Council with a recommendation of approval."*

BACKGROUND:

The subject property is at the northeast corner of N. Crossover Road and where a proposed extension of E. Zion Road is underway in association with the Chandler Crossing Development. The property is currently zoned under a Planned Zoning district, and it received this designation in 2021 (Ord. 6421). Surrounding land uses and zoning are depicted in *Table 1*.

Table 1:
Surrounding Land Uses and Zoning

Direction	Land Use	Zoning
North	Elks Lodge	R-A, Residential Agricultural
South	Undeveloped (Chandler Crossing)	PZD, Planned Zoning District
East	Undeveloped (Chandler Crossing)	PZD, Planned Zoning District
West	Fayetteville Athletic Club	C-1, Neighborhood Commercial

Proposal: The applicant requests to rezone the property to a new Planned Zoning District with two planning areas, as described below:

- **Planning Area #1 (Commercial) – 6.97 acres:** This area will encompass the West side of the development, and will allow for commercial uses, with the primary intention of developing a grocery store and a separate convenience store with fueling stations on the property.
- **Planning Area #2 (Detention and open space) – 2.03 acres:** This area will encompass the east side of the property, and will set aside land for detention, drainage features, and natural spaces.

Public Comment: Staff has received inquiries about this proposal, but no direct comments regarding opposition or support. Individuals on the phone expressed some curiosity about the proposed use of the grocery store, suggesting it may be supported by the surrounding community.

INFRASTRUCTURE:

Streets: The property's frontage along North Crossover Road, a regional link, is improved with asphalt paving, curb and gutter, and sidewalk. Any street improvements required in these areas would be determined at the time of development proposal. Any additional improvements or requirements for drainage will be determined at time of development.

Water: Public water is available to the subject property. There is an existing 12-inch water main along the east side of North Crossover Road at the northwest corner of the property.

Sewer: Sanitary sewer is available to the subject property. There is an existing 10-inch sewer main along the east side of North Crossover Road across the frontage of the property.

Drainage: Development on this site must meet the four Minimum Standards of Fayetteville's Drainage Criteria Manual for water quality, channel protection, overbank flood protection, and extreme flood protection. Review for conformance with these standards, and determination of any additional improvements for drainage, will be done with a development application. No portion of the subject property lies within a FEMA floodplain and there are no protected streams on site. No portion of the property lies within the Hillside-Hilltop Overlay District.

There are hydric soils on site. Hydric soils are a known indicator of wetlands. However, for an area to be classified as wetlands, it may also need other characteristics such as hydrophytes (plants that grow in water), and shallow water during parts of the year. Hydric Soils can be found across many areas of Fayetteville, including valleys, floodplains, and open prairies. It's important to identify these natural resources during development, so when these soils are identified on a property, further environmental studies will be required at the time of development. Before permits are issued for the property a statement/report from an environmental professional must be provided summarizing the existence of wetlands on the property. If this statement/report indicates that wetlands may be present on site, a USACE Determination of Jurisdictional Wetlands will be required.

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 5, located at 2979 N. Crossover Rd., protects this site. The property is located approximately 1.9 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 RPZD, Residential Planned Zoning District and the current PZD require **25% minimum canopy preservation**.

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

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 range of **5-7** for this site with a weighted score of **8** at the highest level. Elements contributing to the highest score include the following:

- Adequate Fire Response (Insert fire station info here)
- Near Sewer Main (8" PVC and 10" DIP in N. Crossover Road)
- Near Water Main (12" PVC)
- Near City Park (Lake Fayetteville)
- Near Paved Trail (On-Street Bike Facility on N. Crossover; Planned Off-street Facility)
- Near ORT Bus Stop (N. Crossover Road)
- Appropriate Future Land Use (City Neighborhood)

FINDINGS OF THE STAFF

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

Finding: ***Land Use Compatibility:*** Staff finds that the proposed PZD is compatible with the surrounding land uses, especially with some added conditions of approval that staff recommends. The existing PZD allows for uses that primarily align with the CS zoning district, though also currently allows for gas stations and drive-thru restaurants by right. The current PZD also allows for residential uses by-right, which staff argues should also be incorporated in the applicant's current proposal. A key difference between the existing PZD requirements and the applicant's proposal reflects standards more in line with a traditional zoning pattern with traditional setbacks, rather than an urban form with a build-to zone. There is, however, a strong, existing pattern of traditional setbacks along this portion of N. Crossover Road which may help justify this shift in this instance, rather than holding firm to the urban form standard here; the properties to the west and southwest on the other side of the intersection are built to traditional setbacks, and the properties to the north and south are built to a rural standard currently. Form-based zoning is meant to encourage development to address the street to create a more walkable and pedestrian-friendly environment. The applicant's proposal will require that additional pedestrian-oriented elements and users

of alternative forms of transportation are still accommodated at this site by writing higher-level requirements into their plans and requirements. Staff finds that this outcome will still benefit pedestrians and the surrounding community while still respecting the existing development pattern in the area.

Land Use Plan Analysis: Staff finds that the proposed PZD is aligned with several goals of City Plan 2040, especially if mixed-use is still prioritized in the applicant's request. The infill score of the property is 7 at the highest level, though the Future Land Use map designates this area as a City Neighborhood Area, which calls for commercial and mixed-use development along intersections and major corridors; the applicant's proposal is directly in line with that goal. By providing heightened design standards at the property, orienting at least part of the use toward a proposed new trail along N. Crossover Road, and seeking to provide safe pedestrian walkways throughout the proposed parking lot, staff finds that the applicant's request is compatible with the current land use surroundings. This proposal is an incremental step towards the overarching City's goals.

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

Finding: The PZD and its proposed uses align with the future land use plans of the City, especially since the area is called out as being a City Neighborhood Area. The applicant has made efforts to incorporate walkable, pedestrian oriented elements throughout the site plan that would not typically be required in a C-1 zoning district. Staff finds that the proposal also seeks to respond to a market need for a grocery store in this area that may contribute to the City's goal of creating compact, complete, and connected developments.

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

Finding: The PZD is not likely to create or appreciably increase traffic danger and congestion at this location beyond what could already occur by-right under the existing allowances. The overarching Chandler Crossing development seeks to build out a Neighborhood Link Street connection of E. Zion Road at this location that will create opportunities for access on a lower classification street than N. Crossover Road. While development standards have not yet been fully reviewed for, the applicant will still be subject to meeting all necessary access management requirements as outlined in the unified development code.

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

Finding: The proposed PZD in its current form does not have the opportunity to alter the population density since it does not currently allow for residential uses. However, staff finds that the insertion of the possibility of residential uses within the PZDs allowances could add additional population, though likely

not to an undesirable degree. Fayetteville Public Schools did not comment on this request, but it is worth mentioning that a new school is currently under development about ¾ mile south.

5. If there are reasons why the proposed zoning should not be approved in view of considerations under b (1) through (4) above, a determination as to whether the proposed zoning is justified and/or necessitated by peculiar circumstances such as:
 - a. It would be impractical to use the land for any of the uses permitted under its existing zoning classifications;
 - b. There are extenuating circumstances which justify the rezoning even though there are reasons under b (1) through (4) above why the proposed zoning is not desirable.

Finding: N/A

§ 161.35. Planned Zoning Districts (PZD)

(B) *Purpose.* The intent of the Planned Zoning District is to permit and encourage comprehensively planned zoning and developments whose purpose is redevelopment, economic development, cultural enrichment or to provide a single-purpose or mixed-use planned development and to permit the concurrent processing of zoning and development. The City Council may consider any of the following factors in review of a Planned Zoning District application.

- (1) *Flexibility.* Providing for flexibility in the distribution of land uses, in the density of development and in other matters typically regulated in zoning districts.
- (2) *Compatibility.* Providing for compatibility with the surrounding land uses.
- (3) *Harmony.* Providing for an orderly and creative arrangement of land uses that are harmonious and beneficial to the community.
- (4) *Variety.* Providing for a variety of housing types, employment opportunities or commercial or industrial services, or any combination thereof, to achieve variety and integration of economic and redevelopment opportunities.
- (5) *No negative impact.* Does not have a negative effect upon the future development of the area;
- (6) *Coordination.* Permit coordination and planning of the land surrounding the PZD and cooperation between the city and private developers in the urbanization of new lands and in the renewal of existing deteriorating areas.
- (7) *Open space.* Provision of more usable and suitably located open space, recreation areas and other common facilities that would not otherwise be required under conventional land development regulations.
- (8) *Natural features.* Maximum enhancement and minimal disruption of existing natural features and amenities.
- (9) *Future Land Use Plan.* Comprehensive and innovative planning and design of mixed use yet harmonious developments consistent with the guiding policies of the Future Land Use Plan.
- (10) *Special Features.* Better utilization of sites characterized by special features of geographic location, topography, size or shape.
- (11) *Recognized zoning consideration.* Whether any other recognized zoning consideration would be violated in this PZD.

Findings: Staff finds that the proposed PZD meets several of the factors above, including flexibility by incorporating a variety of uses in Planning Area 1, though staff recognizes that housing would also be a value-add to the use schedule. The project also seeks to minimize negative impacts on future development, and provides open space by maintaining a planning area solely dedicated to open space and potential for recreation. Staff does not find that an existing zoning regulation would be violated with this PZD.

RECOMMENDATION: Staff recommends forwarding **PZD-2025-0005** to the City Council with a recommendation of approval, with the following conditions.

Conditions of Approval:

1. Planning Area 1 shall incorporate Use Unit 26 within the proposed use schedule, by right.
2. Precise acreage for each Planning Area shall be confirmed with a resubmittal of the PZD booklet and associated documents prior to being heard by City Council.

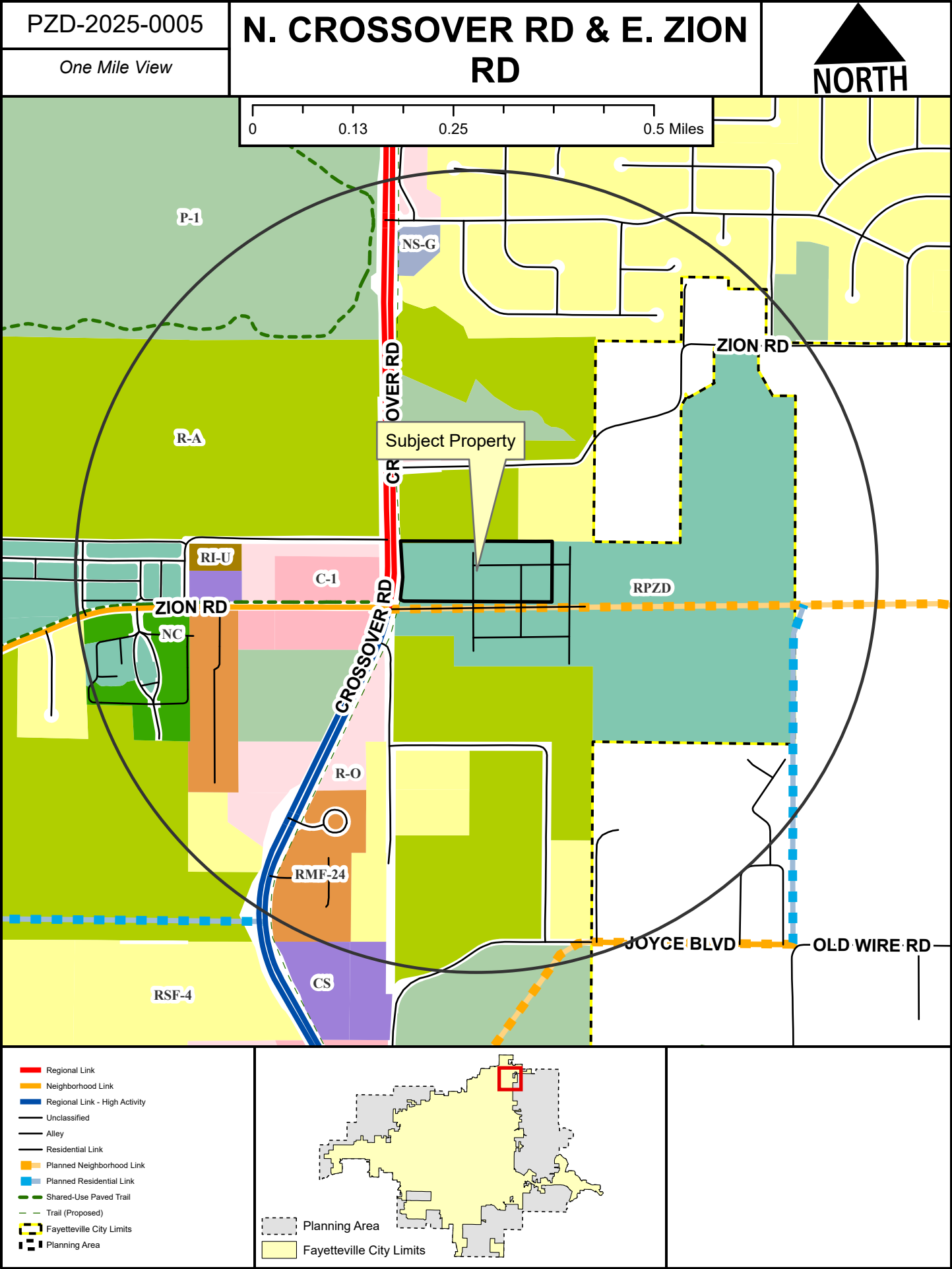
Planning Commission Action:	☒ Forwarded	☐ Tabled	☐ Denied
Meeting Date: <u>January 12, 2026</u>	with all conditions as recommended by staff.		
Motion: Payne			
Second: Gulley			
Vote: 6-1-0 (Werner opposed)			

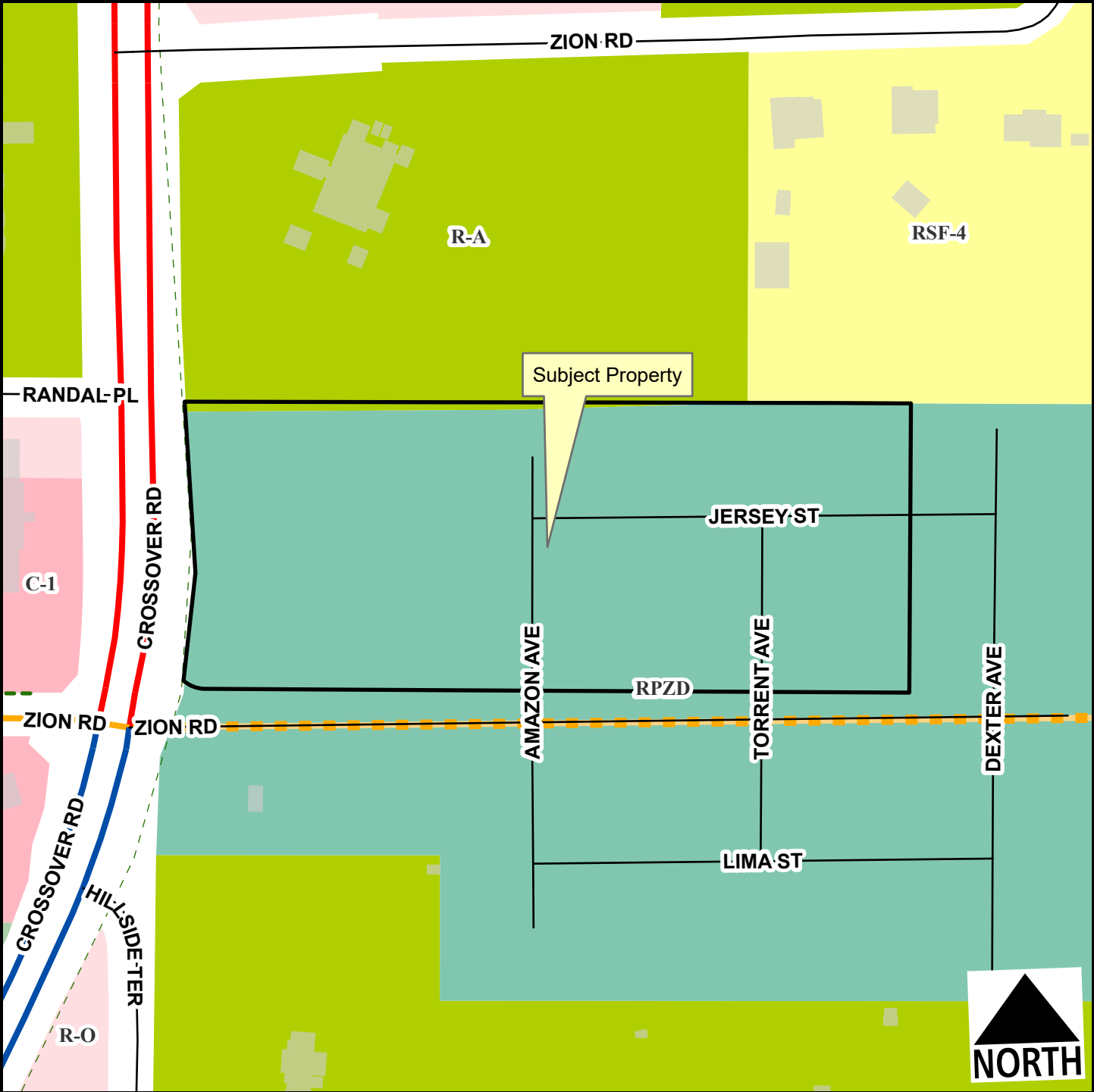
BUDGET/STAFF IMPACT:

None

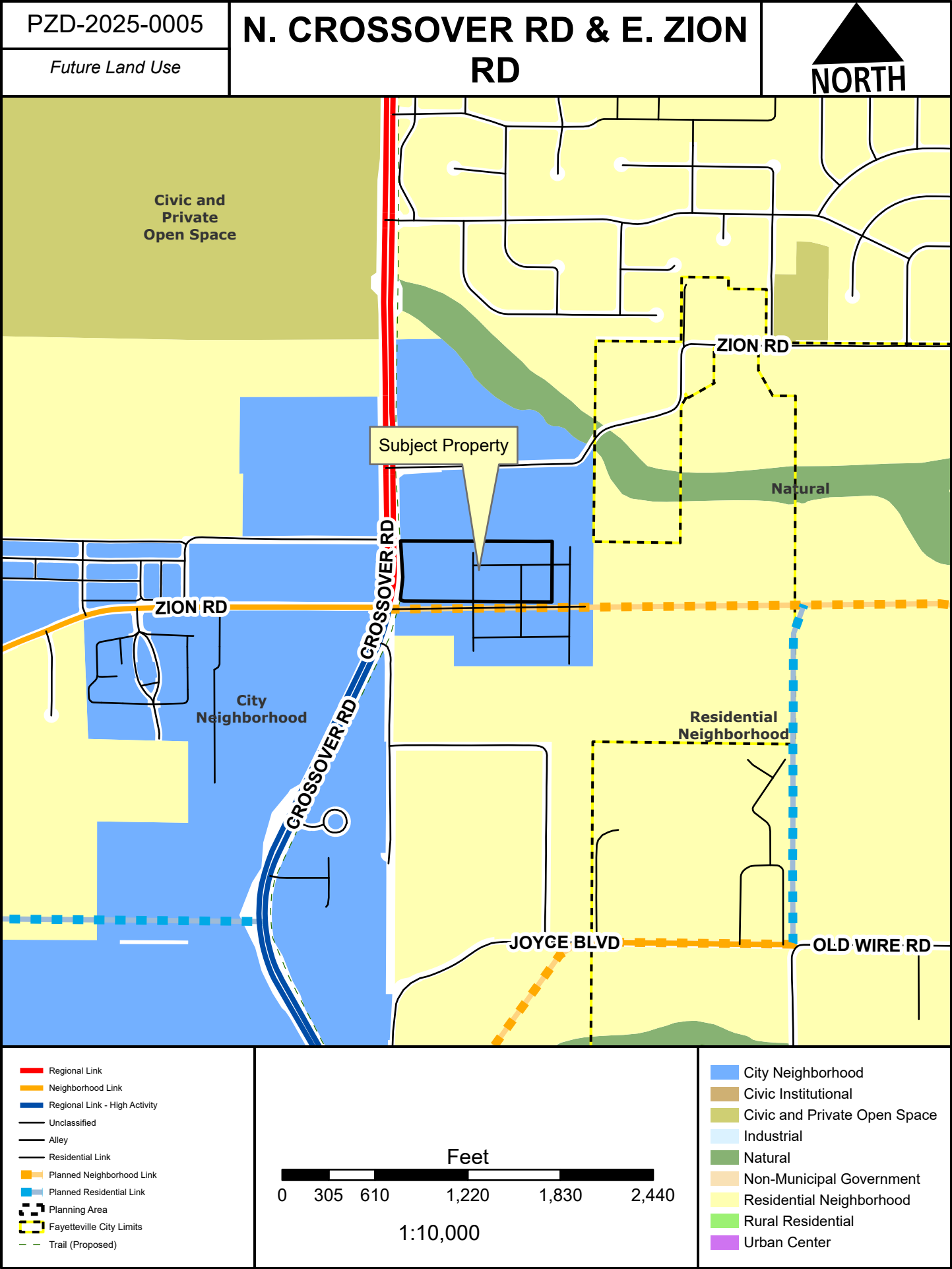
ATTACHMENTS:

- One Mile Map
- Close Up Map
- Current Land Use Map
- Future Land Use Map
- Applicant Request Letter
- PZD Booklet











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Planned Zoning District Submittal
The Market at Crossover
Northeast corner of Crossover Road and Zion Road
Parcel 765-13219-000
Fayetteville, AR 72703
CEI # 34126

December 3, 2025

Dear Commissioners,

We respectfully submit the attached documentation and request approval for the establishment of a new Planned Zoning District (PZD) encompassing approximately 9.00 acres of a larger tract located at Crossover Road and Zion Road. The proposed development vision does not align with the existing PZD standards and planning areas currently governing the property. The updated zoning will enable the creation of a neighborhood commercial center that includes a grocery store, fueling services, and public communal spaces. These amenities are not currently available in the immediate vicinity and will significantly enhance daily convenience, walkability, and addressing key needs for local residents.

The proposed development consists of two distinct planning areas. The first is a commercial zone that will accommodate the grocery store, fueling facilities, and complementary neighborhood services and amenities. The second planning area is dedicated to landscape and stormwater detention, designed to manage runoff effectively.

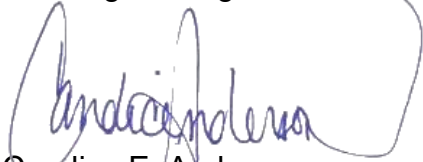
Site access will be provided by a proposed neighborhood linked street Zion Road extension. In addition, a supplemented by a right-in and right-out drive approach at Crossover Road, which will provide access to the northwest corner of the site. The project will fully comply with all applicable city standards for landscaping, lighting, sidewalks, and utilities. A traffic impact study will accompany the preliminary plat to ensure the surrounding street network can adequately support the proposed development.

The surrounding context includes commercial zoning to the west and south, as well as surrounding established residential neighborhoods. The project has been thoughtfully designed to integrate with both, offering essential services while incorporating appropriate landscape buffering and photometric measures to protect adjacent properties.

This proposal advances the objectives of the Comprehensive Land Use Plan by introducing a neighborhood commercial destination within walking and biking distance of nearby communities. It strengthens connectivity and fosters a more complete neighborhood fabric by providing services that residents currently must travel considerable distances to access.

For these reasons, the proposed PZD represents a strategic and beneficial update to the property and aligns with both neighborhood needs and the city's long-term planning goals. We respectfully request your consideration and approval of this application and trust that the enclosed materials provide the necessary information to facilitate review and processing of this Planned Zoning District application. Please contact me directly if you require any further clarification or supporting documentation. We look forward to the opportunity to address any questions or provide additional details as needed.

Respectfully Submitted,
CEI Engineering Associates, Inc.



Candice E. Anderson
Project Manager
Commercial I Department



*Civil Engineering, Landscape Architecture,
Survey, Planning & Program Management*

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PLANNED ZONING DISTRICT BOOKLET

PREPARED FOR:
THE MARKET AT CROSSOVER
CROSSOVER ROAD AND ZION ROAD
FAYETTEVILLE, AR

DATE:
DECEMBER 2025

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A. CURRENT OWNERSHIP

The subject property comprises approximately 9.00 acres and is part of a larger 22.41-acre tract identified as Parcel ID 765-13219-000. The entire tract is presently owned by Chandler Crossing, LLC; however, the 9.00-acre portion is proposed to be sold to a national retailer represented by:

CEI Engineering Associates, Inc.
Candice Anderson
canderson@ceieng.com
2600 NE 11th St., Suite 300
Bentonville, AR 72712

Watkins, Boyer, Gray & Curry, PLLC
William Kellstrom
mwkellstrom@watkinslawoffice.com
1106 W. Poplar
Rogers, AR 72756

B. PROJECT SUMMARY

The proposed development will include two planning areas designed to serve as a destination for residents in the surrounding community. These areas will introduce essential grocery and fueling services that are currently limited or unavailable near the site, significantly improving convenience, walkability and addressing key needs for local residents. The project will incorporate substantial pedestrian and bicycle features intended to make this a walkable destination from the adjacent Chandler Crossing subdivision. All planning areas will incorporate accessibility enhancements and open space improvements to support a well-connected and community-focused environment.

C. GENERAL PROJECT CONCEPT

- 1) **Street and Lot Layout:** The development will feature a detention basin positioned along the Eastern property line at the rear of the site, while the main store will face West to maximize visibility and accessibility. A compact convenience store will be strategically located at the Southwest corner of the property. Primary access will be provided via a newly constructed Central Neighborhood Link Street, extending east from the intersection of Crossover Road and Zion Road. Additionally, a right-in/right-out driveway will offer direct access to Crossover Road at the Northwest corner of the development, ensuring efficient traffic flow and connectivity.
- 2) **Site Plan Showing Proposed Improvements:** A site and master plan will be attached with this Booklet.
- 3) **Buffer Areas** Shall conform to all city standards with the UDC, unless otherwise noted.
- 4) **Tree Preservation Areas:** Tree preservation plans, and landscape plans will be required and submitted once development begins on any individual large scale or when a preliminary plat application and development plan is submitted.
- 5) **Storm Water Detention Areas and Drainage** will consist of one detention basin positioned along the Eastern property line at the rear of the site, within Planning Area 2. The drainage report will further detail the proposed system by which storm water will be carried through the development.
- 6) **Undisturbed Natural Areas:** The site has recently undergone earthwork and initial development activities and currently features minimal tree coverage and sparse vegetation.

- 7) **Existing and Proposed Utility Connections and Extensions:** Existing water and sanitary sewer mains are located at Crossover Road.
- 8) **Development and Architectural Design Standards** Shall conform to all city standards with the UDC, unless otherwise noted.
- 9) **Building Elevations** have been submitted with this application.

D. PROPOSED PLANNING AREAS (PA's)

- 1) **Planning Area 1 (Commercial)** – This area will encompass the West side of the development. This district will be designed to provide grocery and fueling services to support the surrounding areas.
- 2) **Planning Area 2 (Detention Basin)** – This is area will encompass all the detention, drainage features, forested areas, natural areas, and recreational features. The zoning district is designed to permit and encourage the minimum amount of development, protect natural features, encompass all common open space.

These planning areas will be described within Section E and Section F of this booklet, along with a map delineating the planning areas. The map will be attached as the Zoning and Development Standards by Planning Area map concurrently submitted with this booklet.

E. PROPOSED ZONING STANDARDS

1) Planning Area 1 (Commercial)

The zoning within this portion of the PZD will be based largely on the existing C-1 (Neighborhood Commercial) zoning district, conforming to the standard non-urban form requirements. This district is designed primarily to provide convenience goods and personal services for persons living in the surrounding residential areas.

Commercial 1 Zoning District:
Permitted uses by unit:

Unit 1	City-wide uses by right
Unit 13	Eating places
Unit 15	Neighborhood shopping
Unit 16	Shopping goods
Unit 18	Gasoline service stations and drive-in-through restaurants
Unit 25	Offices, Studios, and related services
Unit 40	Sidewalk Cafes
Unit 44	Cluster Housing Development
Unit 45	Small scale production
Unit 46	Short-term rentals

Conditional uses by unit:

Unit 2	City-wide uses by conditional permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 34	Liquor stores
Unit 35	Outdoor music establishments
Unit 36	Wireless communications facilities
Unit 42	Clean technologies

Non-Residential Intensity:

- Acreage: 1.24 acres, Non-residential SF: 54,000 SF

Bulk and area regulations:

- Lot width minimum: None
- Lot area minimum: None
- Setback requirements:
 - Front 15 feet.
50 feet (if parking is allowed between the right-of -way and the building.
 - Side None
15' (When contiguous to a single-family residential district)
 - Rear 20 feet
- Height regulations: 5 Stories

Site Planning:

- **Landscaping** throughout the development shall comply with Chapter 177 of the Unified Development Code (UDC) and will be maintained by the property owner to ensure long-term visual quality and environmental performance.
- **Parking** shall be associated with proposed use and will conform with Chapter 172 of the UDC, unless otherwise shown in the development plans.
- **Architectural design standards** shall conform to building and development requirements within the UDC, unless otherwise shown in the development plans.
- **Signage** allowed with the planning areas shall conform to large scale or non-large scale development requirements within UDC Chapter 174, unless otherwise shown in the development plans.
- **Additional Landscape Features:** The development shall incorporate various bike, pedestrian, and landscape features, above the minimum requirements of the UDC, such as premium bike racks, seating areas, gathering spaces, streetscape enhancements, and improved pedestrian and bike connectivity features, as shown on the site plan, or as otherwise approved by Planning Staff.

Waivers / Variances

The applicant will submit for any required waivers or variances to the UDC during the large-scale development process.

2) Planning Area 2 (Detention Basin)

This area will encompass all the detention basin, drainage features, forested areas, natural areas, recreational features. The zoning district is designed to permit and encourage the minimum amount of development, protect natural features, encompass all common open space.

Non-residential Zoning District:

Permitted uses by unit:

Unit 1	City-wide uses by right
Unit 6	Agriculture

Conditional uses by unit:

Unit 2	City-wide uses by conditional permit
Unit 4	Cultural and recreational facilities

Non-Commercial Intensity:

- Acreage: 0 acres, Non-residential SF: 0 SF

Bulk and area regulations:

- Lot width minimum: None
- Lot area minimum: None
- Setback requirements:
 - Front 35 feet.
 - Side 20 feet
 - Rear 35 feet
- Height regulations: There shall be no maximum height limits within the planning area, 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.
- Building area: There shall be no building area lot requirements for open space, non-buildable, or detentions pond lots.

Site Planning

- **Landscaping** throughout the development shall comply with Chapter 177 of the Unified Development Code (UDC) and will be maintained by the property owner to ensure long-term visual quality and environmental performance.
- **Parking** shall be associated with proposed use and will conform with Chapter 172 of the UDC, unless otherwise shown in the development plans.
- **Architectural design standards** shall conform to building and development requirements within the UDC, unless otherwise noted.
- **Signage** allowed with the planning areas shall conform to large scale or non-large scale development requirements within UDC Chapter 174, unless otherwise shown in the development plans.

Waivers / Variances

The applicant will submit for any required waivers or variances to the UDC during the large-scale development process.

G. PLANNING AREA ZONING CHARTS

1) Planning Area 1 (Commercial)

A breakdown of the proposed Planning Area 1 (Commercial) zoning district within the PZD versus the City of Fayetteville current PZD zoning of the property is provided in the following table.

Regulation	Current Zoning		Proposed Zoning
	PZD, PA 1 (Commercial)	PZD, PA 2 (Residential 1)	PZD, PA 1 (Commercial)
Density	Non-residential SF – 269,900	None	None
Lot Width Minimum	18 feet for a dwelling, None for all other uses		None
Lot Area Minimum	No minimum lot area		None
Setbacks	Front: 10'-25' Build to zone Side: 0' or 15' if contiguous to single family residential Rear: 0' or 15' if contiguous to single family residential		Front: 15 feet 50 feet (if parking is allowed between the right- of -way and the building. Side: None 15' (When contiguous to a single- family residential district) Rear: 20 feet
Building Height Maximum	5 Stories	2 stories / 3 stories	5 Stories
Building Area	None		None
Minimum Buildable Street Frontage	50% of the Lot Width	None	None

2) Planning Area 2 (Detention Basin)

A breakdown of the proposed Planning Area 2 (Detention Basin) zoning district within the PZD versus the City of Fayetteville current PZD zoning of the property is provided in the following table.

Regulation	Current Zoning	Proposed Zoning
	PZD, PA 2 (Residential 1)	PZD, PA 2 (Detention Basin)
Density	None	None
Lot Width Minimum	18 feet for a dwelling	None
Lot Area Minimum	None	None
Setbacks	Front: 15 feet 50 feet (if parking is allowed between the right-of-way and the building. Side: None	Front 35 feet. Side 20 feet Rear 35 feet
Building Height Maximum	2 stories / 3 stories	No maximum height*
Building Area	None	None**

* There shall be no maximum height limits within the planning area, 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.

** There shall be no building area lot requirements for open space, non-buildable, or detentions pond lots.

H. ANALYSIS OF SITE CHARACTERISTICS

The proposed Planned Zoning District (PZD) encompasses a 9.00-acre tract of open land. The site has recently undergone earthwork and initial development activities and currently features minimal tree coverage and sparse vegetation. The topography gently slopes toward the Northeast. Additionally, offsite drainage from Crossover Road currently discharges onto the property and will need to be re-routed around the development to accommodate site planning and infrastructure.

I. RECREATIONAL FACILITIES

The development is a short drive down Zion Road from the Lake Fayetteville trails, connections to the Razorback Greenway, Veterans Park, The Lake Fayetteville ballfields and Marina, and the Botanical Garden of the Ozarks.

J. REASON FOR THE REQUEST OF ZONING CHANGE

The proposed 9.01-acre tract is currently zoned as a Planned Zoning District (PZD). However, the proposed development overlaps multiple Planning Areas within the current PZD, and the current Planning Area 1 designation for commercial use, along with its bulk area regulations, does not align with the intended development plan. To better support the proposed development, and to align the development with City planning goals, the proposed PZD will largely follow C-1 zoning requirements, consistent with adjacent properties to the West. This approach will allow for the creation of a community destination that introduces essential services, including grocery and fueling options, which are currently lacking near the site. The development will enhance convenience, encourage alternative mode of transportation, such as walking and biking and meet key needs for residents in the surrounding area.

K. RELATION TO EXISTING AND SURROUNDING PROPERTIES

The proposed Planned Zoning District (PZD) is designed to complement and align with the existing C-1 commercial zoning regulations of the adjacent development to the West. To the South, the property is zoned PZD for commercial use, while the remaining surrounding properties are primarily residential in nature. Strategically located at the intersection of Crossover Road and Zion Road, this development is positioned to serve as a vibrant destination for nearby residents, offering essential services that are currently limited or unavailable within close proximity. The development is also intended to provide walkable shopping for daily necessities to the proposed residential development in Chander Crossing PZD.

The introduction of grocery and fueling services will significantly enhance convenience and meet critical daily needs for the local community. By bridging the gap between residential areas and commercial amenities, the proposed PZD will contribute to a more balanced and accessible neighborhood environment.

Access to the site will be provided via designated entry points along Crossover Road, ensuring efficient traffic flow. A comprehensive traffic study will be submitted with the preliminary plat plan to evaluate trip generation and distribution, ensuring that the development integrates smoothly with existing infrastructure.

Signage within the proposed PZD will be thoughtfully designed to reflect the character and quality of surrounding developments. High-quality pylon and monument signs will be utilized, and all signage will comply with the standards outlined in Chapter 174 of the Unified Development Code (UDC).

L. FAYETTEVILLE COMPREHENSIVE LAND USE PLAN COMPLIANCE

The proposed Planned Zoning District (PZD) is located within the City Neighborhood Area. While the development does not include a residential component, it will be designed to support the growth and vitality of surrounding residential neighborhoods, such as the adjacent Chander Crossing PZD. Positioned at the key intersection of Crossover Road and Zion Road, the site will serve as a dynamic commercial hub, offering essential services such as grocery and fueling options that are currently limited or unavailable nearby. This will significantly improve convenience and quality of life for residents.

In addition to vehicular access, the development will incorporate pedestrian and bike friendly design elements and establish direct connections to the City's trail system. These enhancements will promote walkability, encourage alternative transportation options, and ensure safe, convenient access for residents in adjacent neighborhoods. By integrating with the broader mobility network, the PZD will foster a more connected and accessible community environment.

The development will be carefully designed to minimize and mitigate potential adverse impacts on adjacent residential areas. A range of strategies will be implemented to ensure compatibility and preserve neighborhood character, including:

- **Traffic Management:** A comprehensive traffic study will be conducted to assess trip generation and distribution. Access points will be strategically placed to minimize congestion and avoid cut-through traffic in residential areas.
- **Noise Reduction:** Site layout will be planned to limit noise impacts. Landscaping buffers and sound attenuation measures will be incorporated where necessary. Landscaping throughout the development shall comply with Chapter 177 of the Unified Development Code (UDC) and will be maintained by the property owner to ensure long-term visual quality and environmental performance.
- **Visual Appearance:** Architectural design and materials will reflect high-quality standards and complement surrounding developments. Landscaping and screening will be used to soften visual impacts and enhance aesthetics.
- **Lighting Control:** Outdoor lighting will be directed downward and shielded to prevent light spillover into adjacent residential properties, in compliance with chapter 176 of the code of Ordinances for the City of Fayetteville.
- **Drainage and Stormwater Management:** A dedicated detention basin planning area will be included to manage stormwater runoff effectively, ensuring no negative impact on neighboring properties.

These measures collectively aim to create a well-integrated development that enhances the surrounding community while respecting the character and needs of nearby residential areas.

M. TRAFFIC STUDY

A comprehensive traffic study will be submitted with the large-scale development plan to evaluate trip generation and distribution, ensuring that the development integrates smoothly with existing infrastructure.

N. IMPACTS OF CITY SERVICES

The proposed development will be supported utility infrastructure designed to meet both current and future needs. An 8-inch water main will be installed to service the site, including the placement of appropriately spaced fire hydrants to ensure adequate fire protection. This water main will connect to an existing 12-inch main along Crossover Road, allowing for extended service to adjacent parcels and supporting broader utility integration.

Sanitary sewer service will be provided via an 8-inch gravity sewer system, which will tie into an existing 10-inch sewer line located along Crossover Road. Preliminary coordination with Fayetteville Utilities has indicated that sewer capacity, hydrant flow, and water pressure in the area are sufficient to support the proposed development without concern.

Additional city services impacted by the development include fire, police, and sanitation. Emergency services will have direct access to all commercial buildings via the internal street network and surrounding drive aisles. Fire hydrants will be strategically located along street frontages and drive aisles to ensure access in the event of an emergency.

Trash collection services will be accommodated through screened dumpster areas located near the rear of each commercial building, maintaining both functionality and visual appeal.

O. CONCEPTUAL DESCRIPTIONS OF DEVELOPMENT STANDARDS

The development standards and conditions for the proposed Planned Zoning District (PZD) are being established to ensure compatibility with surrounding land uses, promote cohesive and contiguous development, promote alternative modes of transportation like walking and biking, and enhance the overall functionality and appeal of the area. While the PZD is commercially focused, its design will contribute to a high-quality built environment that supports nearby residential growth and public infrastructure.

The intent is to create a well-integrated commercial destination that aligns with community expectations for design, accessibility, and environmental quality, while also protecting public investments and reinforcing the long-term vision for the district.

- 1) **Screening and Landscaping** throughout the development shall comply with Chapter 177 of the Unified Development Code (UDC) and will be maintained by the property owner to ensure long-term visual quality and environmental performance.

- 2) **Traffic and Circulation:** A comprehensive traffic study will be submitted with the preliminary plat plan to evaluate trip generation and distribution, ensuring that the development integrates smoothly with existing infrastructure.
- 3) **Parking Standards:** Parking shall be associated with proposed use and will conform to Chapter 172 in the UDC, unless otherwise shown in the development plans.
- 4) **Perimeter Treatment** shall comply with Chapter 177 of the Unified Development Code (UDC) and will be maintained by the developer to ensure long-term visual quality and environmental performance.
- 5) **Sidewalks** shall follow a standard throughout the development. Typical sidewalk shall follow the Master Street plan for each street section (ex: Residential Link, Neighborhood Link). Sidewalks shall all meet Master Street Plan requirements.
- 6) **Streetlights** shall be of a uniform type throughout the development. All streetlights shall be full cut-off fixtures, and a lighting system shall appropriately light all public areas. All streetlights shall be per Ozark Electric Cooperative and meet UDC code 166.04(B)(3)(g)
- 7) **Water** mains and services shall be provided for each commercial building. Water mains shall be per Fayetteville 2017 Water and Sewer Specifications, utilizing an 8" AWWA C900 PVC, DR14 material. Water services shall follow these same specifications for meters and service lines.
- 8) **Sewer** services shall be provided for each commercial building. Sewer mains shall be per Fayetteville 2017 Water and Sewer Specifications, utilizing an 8" PVC SDR 26. Sewer services shall follow these same specifications for any service lines.
- 9) **Streets** shall conform to City of Fayetteville minimum street standards. Street design shall be reviewed by the Engineering department from the City of Fayetteville.
Drainage and storm design will be provided on the attached site design/master plan. Drainage and storm design will be reviewed by the Engineering Department from the City of Fayetteville.
- 10) **Construction of Nonresidential Facilities:** Any non-residential facilities not proposed with this application will follow all applicable Non-Residential Design Standards (UDC chapter 166.24 & 166.25), Large scale development standards, or non-large scale development standards where applicable.
- 11) **Tree Preservation** plans and landscape plans will be required and submitted once development begins on any individual large scale or when a preliminary plat application and development plan is submitted.
- 12) **Architectural Design Standards:** For non-residential structures and commercial areas, the architectural design will not be defined in this booklet. Any commercial buildings within Planning Area 1 will be submitted by Large Scale Development application and subject to city code, and any non-residential structures shall conform to all city standards with the UDC, unless otherwise shown in the development plans.
- 13) **Proposed Signage:** Signage will not be allowed except for what is already stated in the Planning Areas section of this Booklet. Any applicable signage to be proposed will conform to all regulations in the City of Fayetteville's ordinances UDC 174, unless otherwise shown in the development plans.

- 14) **View Protection:** View protection shall be considered if any proposed work is to occur outside the scope of the proposed PZD and its master plan.
- 15) **Covenants, Trust, and Homeowner Associations:** It is not anticipated at the time that the development will be subject to any protective covenants or owners associations.

P. PLANNED ZONING DISTRICT INTENT / PURPOSE

The intent of the proposed commercial development is to align with the goals and vision outlined in the City of Fayetteville's 2040 Land Use Plan for the City Neighborhood Area. This project is designed to create a vibrant, accessible destination that serves the surrounding residential community by introducing essential services such as grocery and fueling options. These services are currently limited or unavailable near the site, and their inclusion will significantly improve convenience and meet key daily needs for local residents.

By thoughtfully integrating land use, accessibility, and service offerings, the development will contribute to a complete and more connected neighborhood environment, supporting both current and future growth in the area.

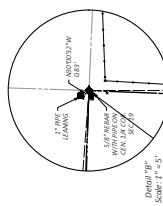
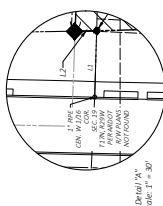
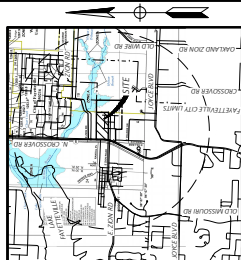
THE MARKET AT CROSSOVER
CITY OF FAYETTEVILLE, ARKANSAS



0 30 60 90 120
SCALE IN FEET

VICINITY MAP
NOT TO SCALE
APPROXIMATE STREET LOCATIONS BASED ON
CITY OF FORT WORTH MASTER STREET PLAN

Latitude: 30° 74'7"N
Longitude: 94° 65'7"W

[illegible]

Line Table			Property Curve Table					
Line #	Direction	Length	Curve #	Radius	Length	Delta	Chord Bearing	Chord Distance
L1	N88°19'53"W	33.86'	C1	44.50'	31.83'	40°59'18"	N67°11'50"W	31.16'
L2	N00°54'23"W	11.00'						

Legend

—————	Boundary Line		
- - - - -	Adjoining Boundary Line	⌋	Traffic Light (2 Lamps)
· · · · ·	Rights-of-Way Line	⌋	Traffic Light (2 Lamps)
- · - · -	Right-of-Way Line	⌋	Traffic Light (2 Lamps)
·····	Centerline	⌋	Stop Sign
.....	Centerline	NCP	Municipal Concrete Pipe
.....	Section Line (24')	N/P	Right-of-Way
.....	Beard Line	(RMR)	Flow of Road (1,000 Vehicles per Hour at 8:00 A.M.)

Legend

- | | |
|-----------------------------------|-------|
| Boundary Line | _____ |
| Adjoining Boundary Line | ===== |
| Right of Way Line | ===== |
| Character Line | ===== |
| Section Line | ===== |
| Section Line (24) | ===== |
| Break Line | _____ |
| Flow Line | _____ |
| Bath Water Fence Line | _____ |
| Freeze Line (RM) | _____ |
| Plaster Measurement (No. Nails) | _____ |
| Rebar / Scaff Post | _____ |
| Reinforced Concrete | _____ |
| Reinforced Concrete | _____ |
| Cap (13.75) (inches not included) | _____ |
| Fence Post (Wood) | _____ |

Planning Commission

January 12, 2026

PZD-2025-0005 (THE MARKET AT CROSSOVER)

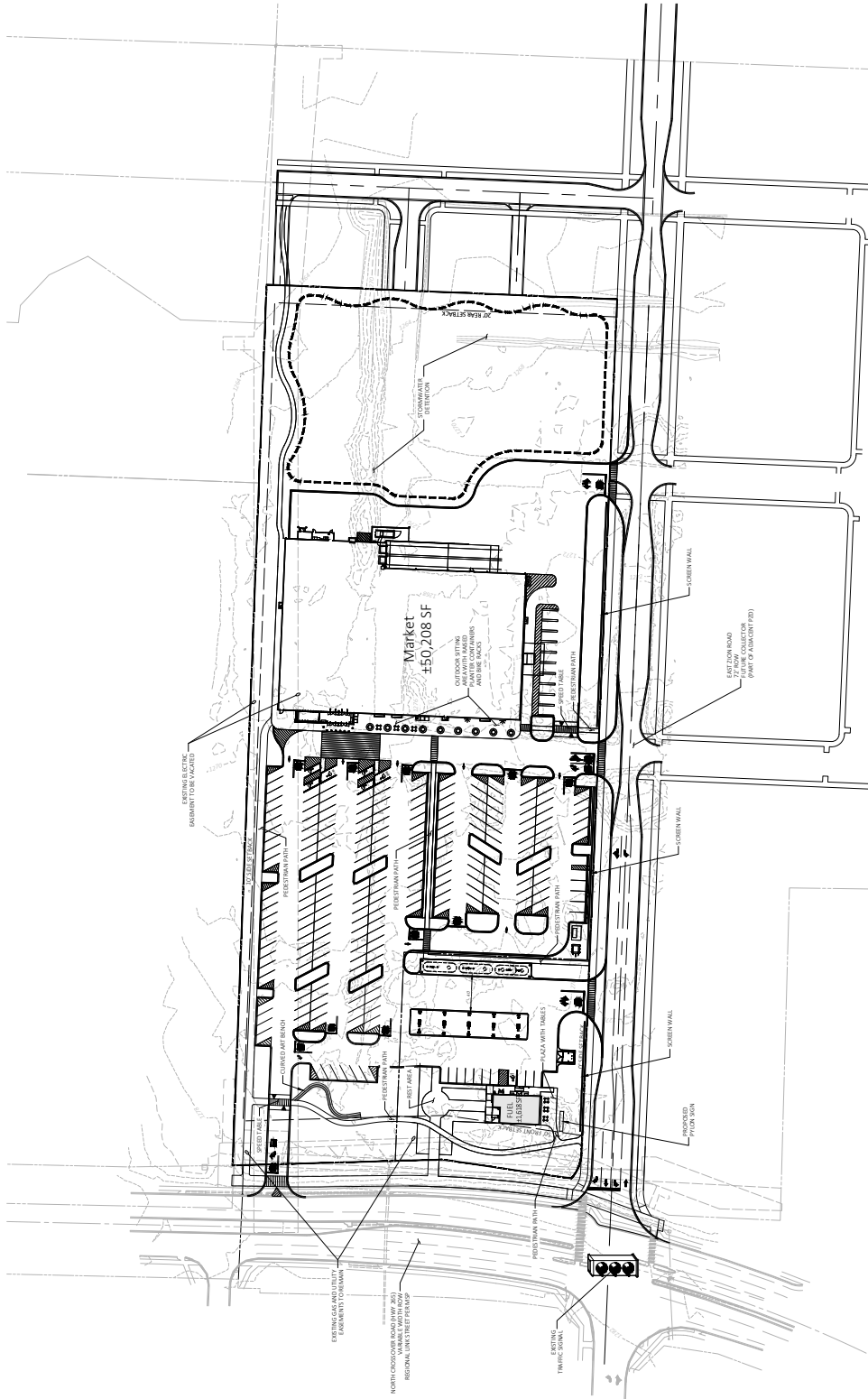
Page 27 of 36

CEI
*Solutions for
Land and Life*

CEI ENGINEERING ASSOCIATES, INC.
2000E 11TH ST., SUITE 300
DENVER, CO 80202
PHONE: (303) 276-6422
FAX: (303) 276-6423
CORPORATE: (800) 598-4300/1500

3000 181 FREEWAY, SUITE 380
DENVER, CO 80202
PHONE: (303) 488-3737
FAX: (303) 488-9732

THE MARKET AT CROSSOVER CITY OF FAYETTEVILLE, ARKANSAS



FLOOD CERTIFICATION:

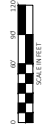
THIS PROPERTY IS NOT LOCATED WITHIN ANY PRESENTLY ESTABLISHED 100-YEAR FLOOD HAZARD, AS SHOWN BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, FLOOD INSURANCE RATE MAP FOR THE CITY OF FAYETTEVILLE, COMMUNITY PANEL NUMBER 054000000E, EFFECTIVE DATE 12/22/2025.

PARKING ANALYSIS TABLE

MARKET BUILDING AREA	50,208 SF
PROPOSED PARKING	217 SPACES
PROPOSED PARKING RATIO	4.32 / 1,000 SF

SITE AREA TABLE

MARKET	±7.84 AC
FUEL STATION	±1.16 AC
TOTAL AREA	±9.00 AC





LEGEND

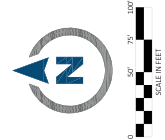
- 1 REQUIRED TREE PER CITY LANDSCAPE CODE
- 2 PREMIUM TREE
- 3 ADDITIONAL TO CITY LANDSCAPE CODE
- 4 CONNECTION TO RAZORBACK GREENWAY WITH RAISED PLANTER
- 5 NORTH PLAZA WITH CURVED ART BENCH
- 6 FUEL-MART OUTDOOR REST AREA WITH SPARK INLAY
- 7 FUEL MART
- 8 PLAZA WITH TABLES
- 9 STORMWATER DETENTION AND PLANTED PERMANENTLY
- 10 STORMWATER REQUIREMENTS*
- 11 DETENTION SHRUB BUFFER PER FAYETTEVILLE REQUIREMENTS*
- 12 OUTDOOR SITTING AREA WITH RAISED PLANTER
- 13 PROPOSED COMMERCIAL BUILDING
- 14 CONNECTION TO PROPOSED SIDEWALK WITH MULTI-COLORED PANELS
- 15 RADIAL BIKE "TREE" RACKS
- 16 PYLON SIGN
- 17 EV STATIONS
- 18 *SEE FARMER AND STORMWATER DRAINAGE POND: PLANTED PER FAYETTEVILLE AT LANDSCAPE CODE

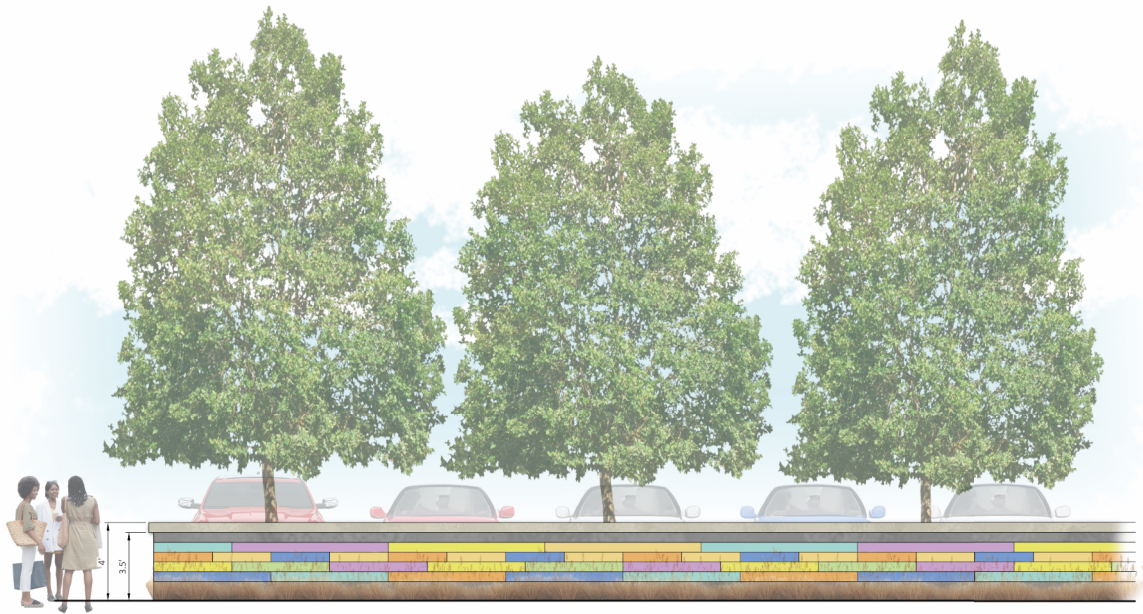
FUTURE DEVELOPMENT AT CROSSOVER RD & ZION RD

FAYETTEVILLE, AR

CROSSOVER RD & E ZION RD

DECEMBER 23, 2025





11 SCREENING WALL CONCEPT

CREATE A SPLASH OF COLOR AND VISUAL BARRIER BETWEEN STREET TRAFFIC TRAVELLING EAST & WEST ON E ZION RD. PROVIDE AN INTERESTING DESIGN TO AN OTHERWISE UNINTERESTING FEATURE, SIGNIFICANT PLACEMAKING IMPACT FOR VISITORS AND VISUAL INTEREST



12 RADIAL CURB BIKE "TREE" RACK - PUTUP BIKE SOLUTIONS

THE RADIAL CURB RACK IS MADE TO HOLD ONE, TWO, THREE, FOUR, SIX, OR EIGHT BICYCLES WHILE SAVING SPACE, AND INCREASING THE AMOUNT OF PARKING AVAILABLE. WITH THEIR EYE-CATCHING DESIGN AND STURDY CONSTRUCTION, THE CIRCULAR MODELS ARE A GREAT ADDITION TO ANY PUBLIC, COMMERCIAL, OR RESIDENTIAL SPACE. ASK MANUFACTURER FOR COLOR OPTIONS.



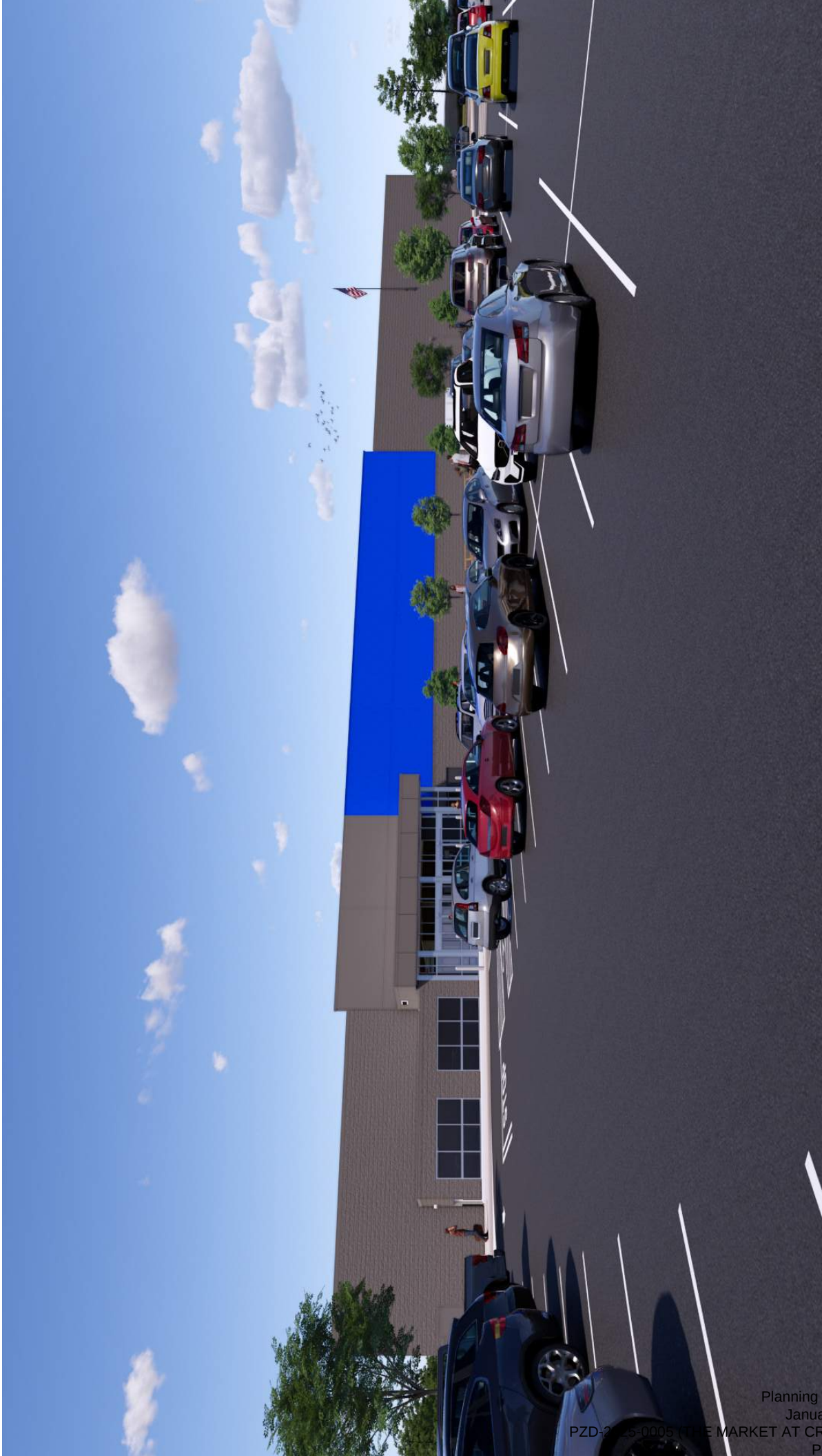
2

CURVED MURAL/ART BENCHES

CREATE AN A SPLASH OF COLOR AND ART INTO THE LANDSCAPE. INVITATION FOR THE COMMUNITY TO DESIGN ART FOR THEIR LOCAL NEIGHBORHOOD GROCERY STORE. MAKE THE GATHERING SPACE UNIQUE TO THE AREA AND ENCOURAGE THE LOCAL FAYETTEVILLE "FUNKY" VIBE.











MEETING OF FEBRUARY 3, 2026

TO: Mayor Rawn and City Council
THROUGH:
FROM: Council Member Monique Jones
SUBJECT: Establish Staggered Three-Year Terms for Food Commission

RECOMMENDATION:

Council Member Monique Jones is sponsoring an ordinance to establish three-year staggered terms for members of the Food Commission.

BACKGROUND:

DISCUSSION:

BUDGET/STAFF IMPACT:

N/A

ATTACHMENTS: 3. Food Commission Terms Agenda Packet - Council Member Monique Jones



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2026-217

AN ORDINANCE TO AMEND § 33.460 MEMBERSHIP OF THE FOOD COMMISSION ARTICLE TO PROVIDE FOR THREE YEAR STAGGERED TERMS

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby amends § 33.460 by enacting a new subsection f as follows:

“f) All citizen members shall serve three year terms after the initial terms in which the food retailer and person engaged in agriculture receive three year terms, the person included in Hunger Relief and one citizen at large receive two year terms, and the other citizens at large receive one year terms. A Council Member may receive a term of up to three years, but not beyond their current term of office.”

AGENDA REQUEST FORM

FOR: Council Meeting of February 3, 2026

FROM: Council Member Monique Jones

ORDINANCE OR RESOLUTION TITLE AND SUBJECT:

AN ORDINANCE TO AMEND § 33.460 **MEMBERSHIP** OF THE FOOD COMMISSION
ARTICLE TO PROVIDE FOR THREE YEAR STAGGERED TERMS

APPROVED FOR AGENDA:

Approved by Zoom

Council Member Monique Jones

1/27/26

Date

/s/ Blake Pennington

Blake Pennington, Sr. Asst. City Attorney
Approved as to form

1/27/26

Date

Acknowledged by Zoom

Mayor Molly Rawn
Acknowledgement

1/27/26

Date

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years, but not beyond their current term of office.”

The Market at Crossover Planned Zoning District (PZD) Northeast of Crossover Rd./Zion Rd.

PZD-2025-0005

February 2nd, 2026 City Council Tour - 3:30 PM

Suggested Route:

-Approach on Crossover Rd.: Turn east on to E. Zion Road and immediately south in to Elks Club to meet in parking lot

-Park at Elks Club at 4444 N. Crossover Road



Subject Property (approx.)



Recommended
Off-street Parking

