

City of Fayetteville, Arkansas

113 West Mountain Street

Fayetteville, AR 72701

(479) 575-8323



City Council Final Agenda

Tuesday, February 17, 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: 872 6886 4420

Public Registration Link: https://fayetteville-ar.zoom.us/webinar/register/WN_HJyVPOpIRkqWxeWD0GSctw

Public Comment:

1. You may submit a public comment regarding an upcoming City Council agenda item using the below options:
 - 1) You can email your comment to AgendaItemComment@fayetteville-ar.gov
 - 2) You can attend the meeting in person and speak during the public comment period on the item.
 - 3) You can attend the meeting via Zoom and raise your virtual hand during the public comment period on the item.

Call to Order**Roll Call****Pledge of Allegiance****Mayor' s Announcements, Proclamations and Recognitions****City Council Meeting Presentations, Reports and Discussion Items****Proposed Agenda Additions****A. Consent****A.1. Approval of the February 3, 2026 City Council Meeting Minutes****A.2. Recognition of Funds Paid into Tree Escrow:**

A resolution to approve a budget adjustment in the amount of \$46,474.00 to transfer a tree escrow balance for the planting of mitigation trees in various locations throughout the City of Fayetteville. (2026-160)

A.3. New HVAC from Elite Building Solutions for YRCC:

A resolution to approve the purchase and installation of a 10-ton HVAC system in the amount of \$79,797.50 from Elite Building Solutions for the Yvonne Richardson Community Center, pursuant to Resolution 265-21, and to approve a budget adjustment. (2026-191)

A.4. 2026 Budget Re-Appropriation Request:

A resolution to amend the 2026 Adopted Budget by re-appropriating \$187,993,330.00 in bonded or ongoing capital projects and outstanding obligations and grant funded items. (2025-2782)

A.5. Approval of a Contract with Forvis Mazars, LLP to Execute External Audit:

A resolution to approve the fourth one year contract with Forvis, LLP for auditing services for the 2025 Audit in an amount not to exceed \$169,756.00, with an option to renew for up to one additional one year term. (2026-228)

A.6. Water Sewer Work Truck Replacement through Rush Truck Center:

A resolution to approve the purchase of an International utility body truck from Rush Truck Centers in the amount of \$99,084.40, pursuant to a Sourcewell Cooperative Purchasing Contract. (2026-199)

A.7. Water Sewer Work Truck Replacement through River City Hydraulics Inc.:

A resolution to authorize the purchase of a Jetter truck from River City Hydraulics in the amount of \$224,609.01, pursuant to a Sourcewell Cooperative Purchasing Contract. (2026-115)

A.8. Water Sewer, Transportation and Solid Waste Equipment Replacements through JA Riggs Tractor Co.:

A resolution to authorize the purchase of one Caterpillar Skid Steer and four Caterpillar Excavators from J.A. Riggs Tractor Company for the total amount of \$682,012.81 plus any applicable surcharges, freight charges, and delivery fees, pursuant to a Sourcewell Cooperative Purchasing Contract. (2026-116)

A.9. Approve an Agreement with Waste Corporation of Arkansas:

A resolution to approve an agreement with Waste Corporation of Arkansas, LLC d/b/a GLF Environmental for the hauling and disposal of solid waste in the City of Fayetteville for a period of 2 years with automatic renewals for two additional 2 year terms. (2026-186)

A.10. Calara Land (AR), LLC Cost Share Agreement:

A resolution to waive formal competitive bidding and approve a cost share agreement with Calara Land (AR), LLC for upgrades to the Owl Creek Sewer Lift Station with a refund to be paid by the City in an amount not to exceed \$898,746.95, to approve a project contingency in the amount of \$44,937.35, and to approve a budget adjustment. (2026-117)

A.11. RJN Group, Inc. Engineering Services Agreement:

A resolution to approve a Professional Engineering Services Agreement with RJN Group, Inc., pursuant to RFQ #25-01 Selection #13, in an amount not to exceed \$843,610.00 for Phase I of the 2026 Wastewater Collection System Master Plan, to approve a project contingency in the amount of \$160,380.00, and to approve a budget adjustment. (2026-221)

A.12. 516 North Fallin Avenue Sewer Damage Claim:

A resolution pursuant to §39.10(C)(4) of the Fayetteville City Code to authorize a payment of \$100,000.00 to Chris Skrocki for a sewer damage claim arising at 516 North Fallin Avenue. (2026-222)

A.13. Application for a Federal Aid Grant through the Better Utilizing Investments to Leverage Development (BUILD) Grant Program:

A resolution to authorize an application for an 80/20 federal-aid grant through the US Department of Transportation Build Grant Program in an amount not to exceed \$800,000.00 for a Comprehensive Transportation Planning Study of the Wedington Corridor. (2026-299)

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.

At the February 3, 2026 City Council meeting, this ordinance was left on the third and final reading, and tabled to the February 17, 2026 City Council meeting.

B.2. 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)

At the February 3, 2026 City Council meeting, this ordinance was left on the first reading.

C. New Business**C.1. Renaming of City Hall Annex Building:**

A resolution to rename the City Hall Annex to the Lioneld Jordan Municipal Annex. (2026-261)

C.2. RZN 2025-0074 South Morningside Dr. & East McClinton St.:

An ordinance to rezone the property described in Rezoning Petition RZN 2025-74 for approximately 0.23 acres located at 1023 South Morningside Drive and 691 East McClinton Street in Ward 1 from NC, Neighborhood Conservation to UN, Urban Neighborhood. (2026-197)

C.3. RZN 2025-0071 South Willow Avenue:

An ordinance to rezone the property described in Rezoning Petition RZN 2025-71 for approximately 1.80 acres located at 416 South Willow Avenue in Ward 1 from NC, Neighborhood Conservation to UN, Urban Neighborhood and RI-U, Residential Intermediate, Urban. (2026-198)

C.4. RZN 2025-0067 South Crossover Road:

An ordinance to rezone the property described in Rezoning Petition RZN 2025-67 for approximately 2.42 acres located at 660 South Crossover Road in Ward 1 from RSF-4, Residential Single-Family, Four Units Per Acre and C-2, Thoroughfare Commercial to UT, Urban Thoroughfare. (2026-214)

C.5. RZN 2025-0073 South West Avenue:

An ordinance to rezone the property described in Rezoning Petition RZN 2025-73 for approximately 0.30 acres located at 1149 South West Avenue in Ward 1 from RMF-24, Residential Multi-Family, Twenty-Four Units Per Acre to RI-U, Residential Intermediate-Urban. (2026-215)

D. City Council Tour**E. Announcements****E.1. Board, Committee & Commission Vacancies Advertisement:**

The Office of the City Clerk Treasurer is currently accepting applications for board, committee and commission vacancies. Applications must be submitted by 5:00 p.m. on Friday, February 20, 2026.

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 17, 2026

TO: Mayor Rawn and City Council

THROUGH: Alison Jumper, Director of Parks, Natural Resources and Cultural Affairs
Ted Jack, Park Planning Superintendent
Jonathan Curth, Development Services Director
Jessica Masters, Planning Director

FROM: John Scott, Urban Forester

SUBJECT: **Tree Escrow Funds Recognition**

RECOMMENDATION:

Urban Forestry recommends approval of the related budget adjustment and approval of the recognition of \$46,474 in tree escrow payments and interest received in the Escrow - Tree Ordinance GL Account since February 2023.

BACKGROUND:

Our urban development code chapter 167.04 J4 allows developers to pay into a tree escrow account as a last option for planting trees. From February 2023 to November 2025, staff received \$46,474 in funds and interest from the residential projects that were unable to plant trees on site.

DISCUSSION:

Funds collected in the tree escrow account represent payments made by developers to meet tree planting requirements. These funds will support Urban Forestry in planting trees in the park quadrants that the funds originated. All escrow payments must be utilized within seven years of receipt.

The projects that contributed to the funds are:

Airport Hanger for \$1,350 - SE Park Quadrant

Marinoni Drive Extension - \$16,875 SW Park Quadrant

St. Aquinas Church - \$5,400 - SW Park Quadrant

The Verve, \$16,200 - SW Park Quadrant.

The remaining amount was accrued interest.

BUDGET/STAFF IMPACT:

\$46,474 to be recognized and available in the escrow account.

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



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2026-160

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT IN THE AMOUNT OF \$46,474.00 TO TRANSFER A TREE ESCROW BALANCE FOR THE PLANTING OF MITIGATION TREES IN VARIOUS LOCATIONS THROUGHOUT THE CITY OF FAYETTEVILLE

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves a budget adjustment, a copy of which is attached to this resolution, in the total amount of \$46,474.00 to transfer a balance of funds held in the tree escrow account for the planting of mitigation trees in various locations throughout the city of Fayetteville.

City of Fayetteville Staff Review Form

2026-160

Item ID

2/17/2026

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

John Scott

1/22/2026

PARKS & RECREATION (520)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Urban Forestry recommends approval of the related budget adjustment and approval of the recognition of \$46,474 in tree escrow payments and interest received in the Escrow - Tree Ordinance GL Account since February 2023.

Budget Impact:

4470.520.8520-5220.00

Sales Tax Cap Impr

Account Number

Fund

08001.1

Tree Escrow

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 40,415.00

Expenses (Actual+Encum)

\$ -

Available Budget

\$ 40,415.00

Does item have a direct cost? No

Item Cost

\$ -

Is a Budget Adjustment attached? Yes

Budget Adjustment

\$ 46,474.00

Remaining Budget

\$ 86,889.00

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:

Budget Year	Division	Adjustment Number
2026	PARKS & RECREATION (520)	
	Requestor: Alan Bearden	

Budget adjustment to recognize and allocate payments & interest received into the Escrow - Tree Ordinance GL Account (4470-2535.00) which is to be used for tree planting projects at various locations throughout the City of Fayetteville. The project spending activity related to the Escrow - Tree Ordinance is tracked in the Tree Escrow project (08001.1).

RESOLUTION/ORDINANCE

COUNCIL DATE:

2/17/2026

ITEM ID#:

2026-160

Holly Black
1/29/2026 2:06 PM

Budget DivisionDate

D - (City Council)

TYPE:

JOURNAL #:

GDATE:

CHKD/POSTED:

/

[illegible]



MEETING OF FEBRUARY 17, 2026

TO: Mayor Rawn and City Council

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

FROM: Byron Humphry, Director of Park Operations and Facilities

SUBJECT: **Approval of HVAC Quote from Elite Building Solutions for YRCC and a budget adjustment**

RECOMMENDATION:

A resolution to accept a quote from Elite Building Solutions and authorize the purchase and installation of a 10-ton HVAC system for the YRCC for \$79,797.50 and approval of a budget adjustment, pursuant to Bid 21-36, On-Call HVAC Services (Res. 265-21).

BACKGROUND:

The YRCC has a 25 ton HVAC unit that is approaching the end of its life cycle. This old unit does not have dehumidification built in. The recent YRCC expansion and remodel project included a new hardwood floor in the gym area. The humidity in this space needs to be controlled for the preservation of the flooring.

DISCUSSION:

A 10 ton HVAC unit with dehumidification built-in is needed to control the temperature and humidity in the gym at the YRCC. Elite Building solutions, the City's on-call HVAC vendor, has put together a proposal to add the 10-ton unit along with the associated ducting. This new unit will act as the primary unit and extend the life of the existing unit and will also preserve the integrity and playability of the hardwood flooring.

BUDGET/STAFF IMPACT:

This project is needed as a result of the recent improvements made to the building and flooring in the YRCC and the subsequent need for humidity control. It was not originally budgeted in the Parks Maintenance & Improvements project, but sufficient funds are budgeted and available in the Neighborhood Park Development project. Approval of the attached budget adjustment will move the funds from Neighborhood Park Development to Parks Maintenance & Improvements.

ATTACHMENTS: 3. Staff Review Form, 4. Budget Adjustment, 5. Elite Building Solutions Quote



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2026-191

A RESOLUTION TO APPROVE THE PURCHASE AND INSTALLATION OF A 10-TON HVAC SYSTEM IN THE AMOUNT OF \$79,797.50 FROM ELITE BUILDING SOLUTIONS FOR THE YVONNE RICHARDSON COMMUNITY CENTER, PURSUANT TO RESOLUTION 265-21, AND TO APPROVE A BUDGET ADJUSTMENT

WHEREAS, on November 11, 2021, City Council passed Resolution 265-21 authorizing a contract with Elite Building Solutions for HVAC on call services; and

WHEREAS, the YRCC has a 25-ton HVAC unit that is approaching the end of its life cycle and does not have dehumidification built in; and

WHEREAS, the recent YRCC expansion and remodel project included a new hardwood floor in the gym area and the humidity in this space needs to be controlled for the preservation of the flooring.

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 and installation of a 10-ton HVAC system in the amount of \$79,797.50 from Elite Building Solutions for the Yvonne Richardson Community Center, pursuant to Resolution 265-21.

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

City of Fayetteville Staff Review Form

2026-191

Item ID

2/17/2026

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

Byron Humphry

1/28/2026

PARKS OPERATIONS (521)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A resolution to accept a quote from Elite Building Solutions and authorize the purchase and install of a 10-ton HVAC system for the YRCC for \$79,797.50 and approval of a budget adjustment.

Budget Impact:

2250.520.9255-5400.00

Parks Development

Account Number

Fund

24010.7540.2601

Parks Maint & Impr - YRCC HVAC

Project Number

Project Title

Budgeted Item? No

Total Amended Budget

\$ -

Expenses (Actual+Encum)

\$ -

Available Budget

\$ -

Does item have a direct cost? Yes

Item Cost

\$ 79,797.50

Is a Budget Adjustment attached? Yes

Budget Adjustment

\$ 80,000.00

Remaining Budget

\$ 202.50

V20221130

Purchase Order Number:

Previous Ordinance or Resolution # Res 265-21

Change Order Number:

Approval Date:

Original Contract Number:

Comments: Elite Building Services is the City on-call HVAC vendor, per Res 265-21

Budget Year	Division	Adjustment Number
2026	PARKS OPERATIONS (521)	
	Requestor: Byron Humphry	

A resolution to accept a quote from Elite Building Solutions and authorize the purchase and install of a 10-ton HVAC system for the YRCC for \$79,797.50 and approval of a budget adjustment.

	COUNCIL DATE:	2/17/2026
	ITEM ID#:	2026-191
	Holly Black	
	1/28/2026 9:14 AM	
	Budget Division	Date
	D - (City Council)	
	TYPE:	
	JOURNAL #:	
	GLDATE:	
	CHKD/POSTED:	/
RESOLUTION/ORDINANCE		

[illegible]



Elite Building Solutions
446 North 40th St.
Springdale, AR 72762
HVACR License # 2428360
Office: 479-770-5566
Fax: 479-927-1881

Date: February 15, 2026

City of Fayetteville
401 W mountain st
Fayetteville AR, 72701

Reference: Yvonne Richardson center

Quote Number: JHQ2026004

To whom it may concern,

Elite Building Solutions is pleased to provide services to install a new 10-ton package unit on the west side of the building. The new unit will be equipped with hot gas re-heat for dehumidification control per Shane Lanning's specs. We will also install 26" duct sock inside the building per the engineers' specs. The square duct will come up the outside of the building and enter through a new opening. The return will be installed after we remove one of the existing louvers. The patching of the outside of the building will be done by others not EBS. The pad will have to be poured concrete by others also. Electrical and plumbing are also excluded from this price. We will remove the exhaust fans but someone else will have to frame and patch the holes. The unit will come with a Bac-net controller factory installed. We will not be able to put it on the existing Johnson

controls system. We will make the unit operate standalone off of a wallstat and humdistat. Total price: \$69,800.00 Price excludes Taxes. Work to be performed during normal business hours. Prices firm for (60) days. Please allow a 4-week lead time on equipment, upon approval for logistics.

Price Break down:

Equipment: \$20,500.00

Square duct: \$28,000.00

Duct sock: \$6,300.00

Crane: \$3,500.00

Labor: \$11,500.00

Bond: \$3,192.00

Tax: \$6,805.50

Total: \$79,797.50

Regards, John Huffaker

Elite Building Solutions

Cell: 479-879-1592

Fax: 479-927-1881

Office: 479-770-5566

Execution by Authorized Representatives:

SUBMITTED BY: John Huffaker

DATE: February 15, 2026

CUSTOMER ACCEPTANCE:

City of Fayetteville

Customer Acceptance (typed/printed name)

Title _____

Customer Acceptance (signature) Date

EBS APPROVAL

John Hoffaker EBS

EBS Approval (typed/printed name)

Title *Sales Manager* _____

[Signature] *2/15/26*

EBS Approval (signature) Date



MEETING OF FEBRUARY 17, 2026

TO: Mayor Rawn and City Council
THROUGH: Steven Dotson, Chief Financial Officer
Kevin Springer, Director of Financial Planning and Analysis
FROM: Holly Black, Budget Director
SUBJECT: **2026 Budget Re-appropriation Request**

RECOMMENDATION:

To amend the 2026 adopted budget by re-appropriating \$187,993,330.00 in bonded or ongoing capital projects and outstanding obligations and grant funded items. In addition, staff is recommending approval of any changes to this request that may arise due to finalizing the 2025 year-end which would result in a decrease in the total authorized budget.

BACKGROUND:

Budget appropriations for 2025 expired December 31, 2025. Equipment and supplies or services must have been received by December 31 in order to be charged to the 2025 budget. Some departments have items or services that were budgeted in 2025 but were not delivered or complete by year-end. In these cases, unspent amounts for those projects and items need to be re-appropriated since they were not included in the 2026 budget. In the case of capital improvement projects, unspent funds are added to any amounts appropriated in the 2026 budget.

DISCUSSION:

Because of the need for project continuation, City Council is requested to amend the 2026 adopted budget by re-authorizing up to \$187,993,330.00 for purchase commitments and capital improvements as follows:

CATEGORY	OBLIGATED	NON-OBLIGATED	TOTAL
Bonded Capital Projects	\$17,968,596	\$21,482,559	\$39,451,155
Grants/Donations/Reimbursements	6,961,988	26,977,766	33,939,754
Operational	803,515	146,853	950,368
Capital Improvement Projects (CIP)	60,821,058	52,830,995	113,652,053
Grand Total	\$86,555,157	\$101,438,173	\$187,993,330

The re-authorization of prior year's appropriated projects and items are normal budget operating procedures and are generally for one-time expenses. Approval of this request will allow the 2026 budget to be increased to reflect the attached information. Several of the requested re-authorizations include revenue offset in the form of grant revenues.

A summary by funding source and improvement type is included in this agenda item. The re-appropriation amounts are broken out into two separate categories:

- Obligated: These items have Contracts/Purchase Orders already issued on them during 2025, and the City will not receive the item and/or service until 2026.
- Unobligated: These items did not have any Contracts/Purchase Orders issued on them as of 2025.

BUDGET/STAFF IMPACT:

The 2025 estimated unreserved fund balance/retained earnings for the respective funds reflected the cost of the requested re-appropriation. These re-budgeted items, therefore, do not impact the estimated fund balance amounts which were forecast in the 2026 budget.

ATTACHMENTS: 3. Staff Review Form, 4. Summary, 5. Detail

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 #: 2025-2782

A RESOLUTION TO AMEND THE 2026 ADOPTED BUDGET BY RE-APPROPRIATING \$187,993,330.00 IN BONDED OR ONGOING CAPITAL PROJECTS AND OUTSTANDING OBLIGATIONS AND GRANT FUNDED ITEMS

WHEREAS, budget appropriations for 2025 expired December 31, 2024; and

WHEREAS, capital projects are often constructed and paid for in more than one calendar year, which requires the funds appropriated in the initial year for the project to be re-appropriated to the subsequent year to complete the project; and

WHEREAS, certain outstanding obligations and grant funded items must be re-appropriated to complete these obligations or grant funded projects.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas, hereby approves an amendment to the 2026 Budget to reflect \$187,993,330.00 in bonded or ongoing capital projects and outstanding obligations and grant funded items as shown on the worksheet attached to this Resolution.

City of Fayetteville Staff Review Form

2025-2782

Item ID

2/3/2026

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

Holly Black

12/29/2025

BUDGET & INFORMATION MGMT (133)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A RESOLUTION TO AMEND THE 2026 ADOPTED BUDGET BY REAPPROPRIATING \$187,993,330.00 IN BONDED OR ON-GOING CAPITAL PROJECTS, OUTSTANDING OBLIGATIONS AND GRANT FUNDED ITEMS.

Budget Impact:

Various

Various

Account Number

Fund

Various

Various

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 273,863,000.00

Expenses (Actual+Encum)

\$ -

Available Budget

\$ 273,863,000.00

Does item have a direct cost? No

Item Cost

\$ -

Is a Budget Adjustment attached? Yes

Budget Adjustment

\$ 187,993,330.00

Remaining Budget

\$ 461,856,330.00

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:

2025 Re-Appropriations (Summary by Fund)

FUNDING SOURCE	OBLIGATED	NON	TOTAL
		OBLIGATED	
1010 - General	453,243	3,630,616	4,083,859
2100 - Street	336,747	804,923	1,141,670
2130 - Parking	-	393,428	393,428
2180 - Community Development	-	2,923,071	2,923,071
2190 - Franchise Fee	150,000	85,000	235,000
2230 - Special Grants	142,870	2,371,485	2,514,355
2235 - Safe Streets and Roads Grant	6,627,932	16,113,554	22,741,486
2246 - American Rescue Plan Act (ARPA)	-	550,492	550,492
2250 - Parks Development	2,327,927	4,130,363	6,458,290
2300 - Impact Fee	20,025	6,951,527	6,971,552
2930 - Drug Law Enforcement Grant	-	314,668	314,668
4270 - Disaster & Replacement	-	186,733	186,733
4470 - Sales Tax Capital Improvement	4,367,664	15,157,683	19,525,347
4601 - Bond Program Grant Matching	3,062,225	5,520,564	8,582,789
4606 - Economic Development 2019 Bonds	1,105,727	612,902	1,718,629
4702 - Street Projects 2022 Bonds	2,916,112	3,372,415	6,288,527
4703 - Trails Projects 2022 Bonds	170,221	4,503	174,724
4704 - Drainage Projects 2022 Bonds	3,589,808	681,550	4,271,358
4705 - Parks Projects 2022 Bonds	3,327,339	97,072	3,424,411
4707 - City Facilities 2022 Bonds	368,511	63,096	431,607
4708 - Arts Corridor 2022 Bonds	391,372	11,189	402,561
4710 - Fire Projects 2022 Bonds	23,607	103,277	126,884
4802 - Street Projects 2024 Bonds	-	9,904,877	9,904,877
4805 - Parks Projects 2024 Bonds	3,013,674	1,111,114	4,124,788
5400 - Water and Sewer	46,352,057	18,401,148	64,753,205
5450 - Stormwater Management	49,345	253,738	303,083
5500 - Recycling and Trash Collection	161,342	3,133,790	3,295,132
5550 - Airport	180,333	857,903	1,038,236
9700 - Shop	7,417,076	3,695,492	11,112,568
Grand Total	86,555,157	101,438,173	187,993,330

2025 Re-Appropriations (Detail)

CATEGORY	FUNDING SOURCE	OBLIGATED	NON OBLIGATED	TOTAL
1 - BONDS	4601 - Bond Program Grant Matching			
	46020 - Streets Project (2019/2022/2024 Bonds)	2,992,021	1,870,720	4,862,741
	46040 - Drainage Projects (2019/2022 Bonds)	-	160,000	160,000
	46060 - Economic Development (2019 Bonds)	70,204	3,489,844	3,560,048
	4606 - Economic Development 2019 Bonds			
	46060 - Economic Development (2019 Bonds)	1,105,727	612,902	1,718,629
	4702 - Street Projects 2022 Bonds			
	46020 - Streets Project (2019/2022/2024 Bonds)	2,916,112	3,372,415	6,288,527
	4703 - Trails Projects 2022 Bonds			
	46030 - Trail Projects (2019/2022 Bonds)	170,221	4,503	174,724
	4704 - Drainage Projects 2022 Bonds			
	46040 - Drainage Projects (2019/2022 Bonds)	3,589,808	681,550	4,271,358
	4705 - Parks Projects 2022 Bonds			
	46050 - Park Projects (2019/2022/2024 Bonds)	3,327,339	97,072	3,424,411
	4707 - City Facilities 2022 Bonds			
	46070 - City Facilities (2019/2022 Bonds)	368,511	63,096	431,607
	4708 - Arts Corridor 2022 Bonds			
	46080 - Arts Corridor (2019/2022 Bonds)	391,372	11,189	402,561
	4710 - Fire Projects 2022 Bonds			
	46100 - Fire Projects (2019/2022 Bonds)	23,607	103,277	126,884
	4802 - Street Projects 2024 Bonds			
	46020 - Streets Project (2019/2022/2024 Bonds)	-	9,904,877	9,904,877
	4805 - Parks Projects 2024 Bonds			
	46050 - Park Projects (2019/2022/2024 Bonds)	3,013,674	1,111,114	4,124,788
1 - BONDS Total		17,968,596	21,482,559	39,451,155

2025 Re-Appropriations (Detail)

CATEGORY	FUNDING SOURCE	OBLIGATED	NON OBLIGATED	TOTAL
2 - GRANTS	1010 - General			
	31607 - Police STEP Grant	-	40,000	40,000
	32011 - Historic Preservation Master Plan Grant (CLG)	-	15,225	15,225
	32104 - Police Community Police Development Grant	-	277,322	277,322
	32201 - YRCC Fayetteville Area Community Foundation Grant	-	717	717
	32204 - Police - COPS Hiring Program Grant	-	1,323,030	1,323,030
	32205 - Police - Law Enf Mental Health & Wellness (LEMHWA) Grant	-	95,157	95,157
	32207 - AR Historic Preservation Program (CLG Grant)	41,601	3,364	44,965
	32209 - Police - Dept of Public Safety Equipment Grant	-	2,624	2,624
	32210 - Police - PSN Grant - State (1010)	-	3,491	3,491
	32307 - Safe Routes to School	32,751	12,568	45,319
	33044 - Police Department Donations	-	576	576
	33045 - Police Law Enforcement State Forfeitures	-	113,683	113,683
	33046 - Police Law Enforcement Fed Forfeitures	-	309,068	309,068
	33047 - Fire Department Act 833/46/Misc Revenue	-	30,181	30,181
	33048 - Animal Services Miscellaneous Donations	-	144,659	144,659
	33051 - Parks & Recreation Donations	-	119,046	119,046
	36029 - Fire - Donations	-	158	158
	39012 - District Court Automation	-	131,618	131,618
	39022 - Police JAG Local Solicitation	-	58,038	58,038
	2180 - Community Development			
	32003 - CDBG Donations	-	23,699	23,699
	Community Development Block Grant	-	2,899,372	2,899,372
	2230 - Special Grants			
	32501 - Climate Pollution Reduction Grant	142,870	2,371,485	2,514,355
	2235 - Safe Streets and Roads Grant			
	32401 - Safe Streets and Roads Grant	6,627,932	16,113,554	22,741,486
	2246 - American Rescue Plan Act (ARPA)			
	20023 - AMERICAN RESCUE PLAN GRANT (ARPA)	-	550,492	550,492
	2250 - Parks Development			
	33051 - Parks & Recreation Donations	-	9,617	9,617
	2930 - Drug Law Enforcement Grant			
	33043 - DTF Law Enforcement State Forfeitures	-	108,594	108,594
	38070 - Police High Intensity Drug Trafficking	-	206,074	206,074
	5500 - Recycling and Trash Collection			
	32505 - The Recycling Partnership Grant	-	1,648,000	1,648,000
	33053 - RTC - Recycling Grant (ADEQ/Boston)	-	20,856	20,856
	5550 - Airport			
	24014 - Airport East Side Hangar	-	143,178	143,178
	32304 - Airport Master Plan Update (3-05-0020-055-2023)	38,514	1,100	39,614
	32305 - Taxiway E Extension	49,320	6,220	55,540
	32504 - Airport Pavement Crack Repair	29,000	195,000	224,000
2 - GRANTS Total		6,961,988	26,977,766	33,939,754

2025 Re-Appropriations (Detail)

CATEGORY	FUNDING SOURCE	OBLIGATED	NON OBLIGATED	TOTAL
3 - OPERATIONAL	1010 - General			
	43020 - Wellness Program	-	5,396	5,396
	51022 - Public Access Television Fees	-	15,407	15,407
	62301 - Camp Site Trash and Debris Removal	47,986	5,500	53,486
	Compensation Consulting Fees	-	85,550	85,550
	Compensation Consulting Fees (2025-884)	158,961	-	158,961
	Development Review Services (2025-381)	138	-	138
	District Court Furniture	-	35,000	35,000
	ERT Chemical Munitions (2025-1076)	10,740	-	10,740
	GMIS Accreditation program (2025-1139)	4,400	-	4,400
	Grounding repair at Dinsmore tower site (2025-1146)	9,000	-	9,000
	LEED construction services and solar work (2024-964)	1,800	-	1,800
	Legal Services Arts Corridor Civic Plaza (2022-581)	7,845	-	7,845
	Legal Services - Parking Deck Project (2021-124)	866	-	866
	Legal Services for Land Development (2025-652)	10,196	-	10,196
	License - Ramble historic photo exhibition (2025-1106)	250	-	250
	New officer associated costs (2025-1124)	34,430	-	34,430
	Post-construction monitoring Fay Jones Woods (2022-814)	4,800	-	4,800
	provide a large LED screen for movies in parks (2025-626)	1,500	-	1,500
	Purchase of Parks trailer FA 709386 (2025-1097)	4,786	-	4,786
	riparian habitat enhancement/channel stability (2024-1012)	5,297	-	5,297
	screen & recoat gym floor & install transition plate (2025-1071)	4,373	-	4,373
	Sr staff prof dev - Demographic Profiles in NWA (2024-1090)	2,400	-	2,400
	Synthetic Turf repair (2025-752)	2,470	-	2,470
	Tennis programs facilitation (2025-271)	2,265	-	2,265
	update Arts feasibility study (2024-913)	17,499	-	17,499
	utility box art - SE Lafayette & College (2025-1018)	1,500	-	1,500
	2100 - Street			
	Pavement Analysis (2023-935)	21,156	-	21,156
	Salt - delivered (2025-1116)	142,055	-	142,055
	Salt - delivered (2025-861)	52,070	-	52,070
	2250 - Parks Development			
	Finisher medals - Frozen Toes (2025-1034)	1,838	-	1,838
	Replacement Heater - Mt Sequoyah storage (2025-1087)	3,515	-	3,515
	5400 - Water and Sewer			
	2025 Biosolids Disposal WWTP (2025-272)	40,053	-	40,053
	2025 Biosolids Drying Services (2025-263)	87,629	-	87,629
	2026 Prescribed Burn at Woolsey Wet Prairie (2025-1025)	6,000	-	6,000
	Pump Stn Asphalt Sealing and Crack Repair (2025-890)	7,871	-	7,871
	WS - Repair Gates/Replace Operators (2025-910)	22,111	-	22,111
	5450 - Stormwater Management			
	Carpet for Storm Water Offices Renovations (2025-1089)	4,498	-	4,498
	Storm Water Offices demo and construction (2025-1046)	13,930	-	13,930
	Storm Water offices HVAC Renovations (2025-1088)	7,354	-	7,354
	Storm Water Offices renovation electrical work (2025-1122)	15,500	-	15,500
	Storm Water Renovation Office Furniture (2025-1133)	8,063	-	8,063
	5500 - Recycling and Trash Collection			
	Freon Removal (2025-666)	5,000	-	5,000
	Maintenance to the New Installed Balar (2025-131)	2,175	-	2,175
	Purchase 96 Gallon Carts (2025-1015)	18,269	-	18,269
	Spools of Wire and Wire Tie Parts for Balar (2025-475)	10,926	-	10,926
3 - OPERATIONAL Total		803,515	146,853	950,368

2025 Re-Appropriations (Detail)

CATEGORY	FUNDING SOURCE	OBLIGATED	NON OBLIGATED	TOTAL
4 - CIP	1010 - General			
	17008 - Stormwater Utility Feasibility Study	45,389	-	45,389
	21012 - Mobility / Trail Improvements	-	28,958	28,958
	23006 - Arts and Culture Master Plan	-	11,100	11,100
	25003 - Fayetteville Public Schools Cost Share - Joyce Blvd	-	400,000	400,000
	50033 - Raze and Removals	-	103,200	103,200
	57039 - Transfers Between Funds (Non-Project)	-	237,358	237,358
	59700 - Transfers to Shop Fund	-	22,622	22,622
	2100 - Street			
	02052 - In-House Pavement Improvements	121,466	94,613	216,079
	02053 - Sidewalk Improvements	-	118,515	118,515
	02108 - Other Drainage/Bridge Improvements	-	300,000	300,000
	18001 - Transportation & Fleet Building Improvements	-	7,295	7,295
	59700 - Transfers to Shop Fund	-	284,500	284,500
	2130 - Parking			
	02057 - Technology Equipment Replacements	-	17,625	17,625
	06001 - Parking Lot Improvements and Overlays	-	43,092	43,092
	18002 - Parking Enforcement Upgrades	-	70,000	70,000
	18003 - Parking Infrastructure Improvements	-	49,363	49,363
	19001 - Parking Equipment Replacements	-	36,812	36,812
	24001 - Parking Deck Improvements	-	176,536	176,536
	2190 - Franchise Fee			
	25005 - Homelessness Assistance Services	150,000	85,000	235,000
	2250 - Parks Development			
	02013 - Neighborhood Park Development	1,365	1,203,877	1,205,242
	13001 - Community Park Improvements	4,022	1,965,227	1,969,249
	16004 - Park Paving Improvements	-	3,002	3,002
	22009 - Wilson Pool Improvements	-	33,001	33,001
	24008 - Aquatic Facility	272,523	17,762	290,285
	24009 - Public Art Commission	116,500	-	116,500
	46050 - Park Projects Bond Matching	1,928,164	897,877	2,826,041
	2300 - Impact Fee			
	07001 - Police Impact Fee Improvements	20,025	219,892	239,917
	07002 - Water Impact Fee Improvements	-	4,194,933	4,194,933
	07003 - Fire Impact Fee Improvements	-	723,322	723,322
	07004 - Wastewater Impact Fee Improvements	-	1,813,380	1,813,380
	4270 - Disaster & Replacement			
	04038 - Replacement Copier Funds	-	186,733	186,733
	4470 - Sales Tax Capital Improvement			
	02001 - Lights of the Ozarks	-	21,591	21,591
	02006 - Fire Facilities Impr	25,679	94,570	120,249
	02016 - Trail Development	896,987	775,047	1,672,034
	02046 - Building Improvements	145,015	635,070	780,085
	02047 - Police Facility Improvements	-	62,298	62,298
	02052 - In-House Pavement Improvements	215,255	455,520	670,775
	02053 - Sidewalk Improvements	26,104	1,062,991	1,089,095
	02055 - Geographic Information System (GIS)	-	16,473	16,473
	02056 - Local Area Network (LAN) Upgrades	-	84,939	84,939
	02057 - Technology Equipment Replacements	-	250,165	250,165
	02061 - Television Center Equipment	-	64,088	64,088
	02062 - Police Specialized Equipment	-	74,851	74,851
	02063 - Traffic Signal Improvements	124,666	437,474	562,140
	02094 - Document Management	-	19,302	19,302
	02097 - Stormwater Quality Management	55,577	113,504	169,081
	02108 - Other Drainage/Bridge Improvements	162,282	432,450	594,732
	02116 - Cost Share / ROW / Intersection / Street Calming	252,902	26,071	278,973

2025 Re-Appropriations (Detail)

CATEGORY	FUNDING SOURCE	NON		TOTAL
		OBLIGATED	OBLIGATED	
4 - CIP	03019 - Fire Equip & Apparatus - Shop Transfer	-	118,255	118,255
	04001 - Telecommunication Systems Upgrades	-	11,532	11,532
	04047 - Fayetteville-AR.gov Technical Improvements	-	8,708	8,708
	06002 - Police Technology Improvements	-	79,888	79,888
	06003 - Police Unmarked Vehicle Replacements	-	41,121	41,121
	06035 - Transportation Street Improvements	943,677	1,087,735	2,031,412
	07010 - Budgeting & Planning Software System	-	46,812	46,812
	08001 - Tree Escrow	-	40,415	40,415
	08025 - Time and Attendance	-	166,924	166,924
	09028 - Fiber Optic Cable	-	116,462	116,462
	09031 - Storage Area Network (SAN)	-	166,121	166,121
	10017 - Fire Technology Equipment Replacements	-	28,423	28,423
	11004 - Parking Lot Improvements (City Employee)	-	8,164	8,164
	11006 - Police Equipment Replacement	-	8,178	8,178
	11021 - Drainage Maintenance	-	164,611	164,611
	13005 - Citywide Building Ins Appraisal Study	-	35,000	35,000
	13007 - Enterprise Data Warehouse System	-	53,438	53,438
	13008 - ERP Upgrade/Replacement	-	20,947	20,947
	13011 - Police Ballistic Protection Replacement	-	103,453	103,453
	13028 - Police Employee Gym	-	13,247	13,247
	13046 - Tyson Factory Sale / Improvements	-	434,777	434,777
	14002 - Animal Services Improvements	-	404,700	404,700
	14003 - City Clerk Document & Records Management	-	215,552	215,552
	15008 - Woolsey Homestead Historic Restoration	50,067	424,994	475,061
	15009 - Building Efficiency Improvements	38,397	21,009	59,406
	15011 - Parks Safety and ADA	9,002	25,222	34,224
	15012 - Natural Resources Management	7,880	17,589	25,469
	15013 - Police Weapon Replacement	73,676	160,829	234,505
	15018 - Wireless Traffic Signal Control	-	230,700	230,700
	16001 - Comprehensive Land Use Plan Update	-	23,238	23,238
	16002 - Firefighting Safety Equipment	30,222	133,473	163,695
	16004 - Park Paving Improvements	-	237,165	237,165
	16007 - Police Marked Vehicle Expansion	-	70,386	70,386
	18004 - 7-Hills Walker Family Residential Facility	17,952	39,999	57,951
	18005 - Cyber Security	-	5,136	5,136
	18007 - City Hall A-V Maintenance	1,376	66,040	67,416
	18009 - Digital Signage Implementation	-	19,885	19,885
	20001 - Apple (Porter) Warehouse Stabilization/Restoration	-	1,701	1,701
	20002 - Central Dispatch Center Improvements	-	74,131	74,131
	20004 - Police Radio Replacement	-	401,135	401,135
	21001 - Fire Mobile Radios	-	715,119	715,119
	21002 - Cost Allocation Plan & User Fee Study	15,134	35,500	50,634
	21003 - Pre-Approved Building Designs	46,152	10,612	56,764
	21005 - Trail Pavilion and Neighborhood Park Improvements	19,015	-	19,015
	21008 - ADA Assessment of City-Owned Facilities	-	128,222	128,222
	21016 - Green Space Preservation	-	200,000	200,000
	22001 - Police Firing Range Improvements	-	61,635	61,635
	22002 - Forestry and Outreach	-	155,099	155,099
	22004 - Urban Tree Planting	-	17,976	17,976
	22005 - Climate Resiliency	-	42,925	42,925
	22007 - Police Public Safety Equipment	-	80,398	80,398
	23001 - Central Dispatch UPS Replacement	-	3,924	3,924
	23002 - IT HVAC Replacement	-	150,000	150,000
	23003 - Downtown Campus Renovation	-	14,961	14,961
	23004 - Parks Impact Fee Study	4,997	51,509	56,506
	23005 - Lake Fayetteville Contractual Services	787	445,010	445,797

2025 Re-Appropriations (Detail)

CATEGORY	FUNDING SOURCE	OBLIGATED	NON	
			OBLIGATED	TOTAL
4 - CIP	23008 - Lighting & Video Detection Improvements	-	19,528	19,528
	24002 - City Gym Improvements	-	5,902	5,902
	24003 - Downtown Master Plan	23,325	620,492	643,817
	24004 - Old PD Firing Range	36,635	159,280	195,915
	24005 - Security Cameras	-	20,530	20,530
	24006 - Public Reporting Dashboard	30,450	36,360	66,810
	24007 - IT Enterprise Application Improvements	-	132,237	132,237
	24009 - Public Art Commission	-	62,918	62,918
	24010 - Parks Maint and Improvements	306,191	59,543	365,734
	24011 - Parks Operations Building Maintenance Improvements	11,030	185,923	196,953
	24012 - Trash Removal	151,783	308,074	459,857
	25002 - Impact Fee Update Study - Police/Fire/Water/Wastewater	5,078	164,638	169,716
	25004 - Transit Stop Infrastructure	269,700	327,661	597,361
	25006 - Animal Services Facility	-	180,235	180,235
	46080 - Arts Corridor Bond Matching	370,671	807,973	1,178,644
5400 - Water and Sewer				
	02017 - Sanitary Sewer Rehabilitation	91,434	1,120,786	1,212,220
	02032 - WWTP Building Improvements	2,650,503	1,507,311	4,157,814
	02057 - Technology Equipment Replacements	-	2,313	2,313
	02064 - Water & Sewer Rate/Operations Study	23,870	5,184	29,054
	02065 - Water Meters	-	115,390	115,390
	02066 - Backflow Prevention Assemblies	-	92,887	92,887
	02068 - WWTP Upgrade/Replace Lift Stations	31,326	808,138	839,464
	02069 - WWTP Plant Pumps and Equipment	23,003	1,358,387	1,381,390
	03038 - Utilities Financial Services Improvements	-	6,503	6,503
	04039 - Water & Sewer Cost Sharing	289,743	954,199	1,243,942
	09028 - Fiber Optic Cable	-	811	811
	10006 - Benson Mountain Pressure Plane Upgrade	-	75,357	75,357
	10007 - Water & Sewer Improvements Defined by Study	-	106,722	106,722
	10027 - Phosphorus Standards Management	-	257,416	257,416
	11011 - Water & Sewer Relocations	10,730,045	3,643,105	14,373,150
	11013 - Wetlands Bank Construction	7,592	267,186	274,778
	12009 - Water System Rehabilitation & Replacement	2,792,687	1,376,287	4,168,974
	13018 - Wastewater Treatment/Water Quality Improvements	64,226	325,435	389,661
	13019 - Water & Sewer Equipment Expansions	-	31,915	31,915
	14010 - Water Tank Improvements	29,425	1,222,841	1,252,266
	15019 - Utilities Technology Improvements	-	1,007,135	1,007,135
	15020 - Water & Sewer Building/Office Improvements	-	280,651	280,651
	15021 - Water Storage & Pump Station Maintenance	-	472,348	472,348
	17004 - Lake Sequoyah Sediment Removal/Dredging	-	99,869	99,869
	18015 - West Water Transmission Line	29,454,539	3,244,483	32,699,022
	59700 - Transfers to Shop Fund	-	18,489	18,489
5450 - Stormwater Management				
	59700 - Transfers to Shop Fund	-	253,738	253,738
5500 - Recycling and Trash Collection				
	02057 - Technology Equipment Replacements	-	9,593	9,593
	10001 - RTC - Solid Waste Compactors	89,783	135,603	225,386
	10004 - RTC - Rate Study	-	62,362	62,362
	13021 - RTC - Office & Transfer Station Exp	607	3,736	4,343
	18016 - RTC - Master Plan Expansion	34,582	192,043	226,625
	18017 - RTC - Scale House Improvements	-	53,164	53,164
	19004 - RTC - Route Optimization & RFID System	-	8,740	8,740
	19005 - RTC - Truck Electrical Outlets & Block Heaters	-	12,000	12,000
	20006 - RTC - Compost Site Improvements	-	475,873	475,873
	24013 - RTC - Compactors & Containers	-	11,820	11,820
	59700 - Transfers to Shop Fund	-	500,000	500,000

2025 Re-Appropriations (Detail)

CATEGORY	FUNDING SOURCE	OBLIGATED	NON OBLIGATED	TOTAL
4 - CIP	5550 - Airport			
	05046 - Airport Expansion Equipment	28,510	-	28,510
	15026 - Airport Lighting Improvements	-	35,172	35,172
	15029 - Airport Engineering Consultant Services	34,989	15,681	50,670
	18019 - Airport Equipment Replacement	-	28,518	28,518
	18020 - Airport Terminal Improvements	-	21,190	21,190
	21010 - Airport Movement Pavement Rehabilitation	-	190,000	190,000
	21011 - Airport T-hangar Rehabilitation	-	191,828	191,828
	24015 - Airport Street Side Improvements	-	30,016	30,016
	9700 - Shop			
	02078 - Fleet - Light / Medium Utility Vehicles	328,825	-	328,825
	18001 - Transportation & Fleet Building Improvements	-	99,518	99,518
	20007 - Fleet Management System Upgrade	-	47,633	47,633
	20008 - Fleet Fixed Assets	-	15,799	15,799
	21006 - Fleet Shop Expansion	-	3,175	3,175
	97000 - Fleet Expansion Vehicles	490,888	66,214	557,102
	97001 - Fleet Replacement Vehicles	6,597,363	3,463,153	10,060,516
4 - CIP Total		60,821,058	52,830,995	113,652,053
Grand Total		86,555,157	101,438,173	187,993,330



MEETING OF FEBRUARY 17, 2026

TO: Mayor Rawn and City Council
THROUGH: Steven Dotson, Chief Financial Officer
FROM: Kristin Cavette, Accounting Director
SUBJECT: **External Auditing Services preformed by FORVIS Mazars, LLP**

RECOMMENDATION:

Approval of the fourth year of a five-year contract with FORVIS Mazars, LLP for annual audit services for the City's 2025 Financial Audit, pursuant to RFP 22-09.

BACKGROUND:

The City is required by Arkansas statutes to have an annual financial audit by either the Legislative Audit or a Certified Public Accounting firm licensed in Arkansas. Due to the requirements of the City's bond indentures, the City has utilized the services of a private CPA firm to perform these mandated financial audits.

FORVIS Mazars, LLP was selected by the City, following the applicable rules and regulations concerning the procurement of auditing services in RFP 22-09, for a five-year contract beginning with the 2023 audit. Under the contract, FORVIS Mazars, LLP will provide an annual audit of the City's financial statements and a review of the City's internal control system as required by state law. In addition, FORVIS Mazars, LLP will issue a report on compliance for the City's major federal awards programs and on internal controls over compliance as required by the Uniform Guidance. The Uniform Guidance program is the primary mechanism used by federal agencies to ensure accountability for federal awards to non-federal entities.

Finally, FORVIS Mazars, LLP will also provide technical assistance to the City in producing the Annual Comprehensive Financial Report (ACFR). The ACFR includes the City's financial statements as well as statistical information.

DISCUSSION:

Staff recommends approval of the contract with FORVIS Mazars, LLP for auditing services related to the 2025 financial statements.

BUDGET/STAFF IMPACT:

The cost of the 2025 audit is estimated to be \$169,756. The audit cost has been budgeted in the various funds of the City for the 2026 budget.

ATTACHMENTS: 3. Staff Review Form, 4. 2026 Engagement Letter for 2025 Financial Statement Preparation



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2026-228

A RESOLUTION TO APPROVE THE FOURTH ONE YEAR CONTRACT WITH FORVIS, LLP FOR AUDITING SERVICES FOR THE 2025 AUDIT IN AN AMOUNT NOT TO EXCEED \$169,756.00, WITH AN OPTION TO RENEW FOR UP TO ONE ADDITIONAL ONE YEAR TERM

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes Mayor Rawn to sign the fourth one-year contract with Forvis, LLP for auditing services for the 2025 audit in an amount not to exceed \$169,756.00, with an option to renew for up to one additional one year term.

City of Fayetteville Staff Review Form

2026-228

Item ID

2/17/2026

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

Kristin Cavette

1/29/2026

ACCOUNTING & AUDIT (131)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Approval of the fourth year of a five year contract with FORVIS, Mazars, LLP for annual audit services.

Budget Impact:

xxxx.xxx.xxxx-5307.00

Multiple

Account Number

Fund

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 182,000.00

Expenses (Actual+Encum)

\$ -

Available Budget

\$ 182,000.00

Does item have a direct cost? Yes

Item Cost

\$ 169,756.00

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ 12,244.00

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:

January 28, 2026

City Council
Molly A. Rawn, Mayor
Steven Dotson, Chief Financial Officer
City of Fayetteville, Arkansas
113 W Mountain Street
Fayetteville, AR 72701

We appreciate your selection of **Forvis Mazars, LLP** as your service provider and are pleased to confirm the arrangements of our engagement in this contract. Within the requirements of our professional standards and any duties owed to the public, regulatory, or other authorities, our goal is to provide you an **Unmatched Client Experience®**.

In addition to the terms set forth in this contract, including the detailed **Scope of Services**, our engagement is governed by the following, incorporated fully by this reference:

- The Reporting Solution End User License Agreement
- Terms and Conditions Addendum

Summary Scope of Services

As described in the attached **Scope of Services**, our services will include the following:

CITY OF FAYETTEVILLE, ARKANSAS

- Audit Services for the year ended December 31, 2025
- The Reporting Solution license for the year ended December 31, 2025

You agree to assume full responsibility for the substantive outcomes of the contracted services and for any other services we may provide, including any findings that may result.

You also acknowledge these services are adequate for your purposes, and you will establish and monitor the performance of these services to ensure they meet management's objectives. All decisions involving management responsibilities related to these services will be made by you, and you accept full responsibility for such decisions.

We understand you have designated a management-level individual(s) to be responsible and accountable for overseeing the performance of nonattest services, and you have determined this individual is qualified to conduct such oversight.

Engagement Fees

The base fee for our services will be \$151,756. Included in this fee are travel costs and fees for services from other professionals, if any, as well as an administrative fee of five (5) percent to cover certain technology and administrative costs associated with our services. The additional license fee for The Reporting Solution (TRS) will be \$3,000. If assistance is needed for the preparation of the Annual Comprehensive Financial Report (ACFR), the additional fee will be \$10,000 to \$15,000.

Our pricing for this engagement and our fee structure are based upon the expectation that our invoices will be paid promptly. Payment of our invoices is due upon receipt.

Our timely completion of services and the fees thereon depends on the assistance you provide us in accumulating information and responding to our inquiries. Inaccuracies or delays in providing this information or the responses may result in additional billings, untimely filings, or inability to meet other deadlines. Our fees do not contemplate the following transactions or activities during the period of this engagement:

- Change in accounting principles
- Substantial doubt about the entity's ability to continue as a going concern
- Violation of covenants in debt arrangements
- Indications of fraudulent financial reporting or misappropriation of assets
- Derivatives accounted for under hedge accounting
- Quantitative impairment analysis of long-lived assets
- More than 2 major federal awards programs

If there are changes in circumstances where these or other conditions become known and significant additional time is necessary or additional services are requested, we reserve the right to revise our fees.

Contract Agreement

Please sign and return this contract to indicate your acknowledgment of, and agreement with, the arrangements for our services including our respective responsibilities.

Forvis Mazars, LLP

Forvis Mazars, LLP

Acknowledged and agreed to as it relates to the entire contract, including the **Scope of Services, The Reporting Solution End User License Agreement**, and **Terms and Conditions Addendum**, on behalf of CITY OF FAYETTEVILLE, ARKANSAS.

BY _____
Molly A. Rawn, Mayor

DATE _____

BY _____
Steven Dotson, Chief Financial Officer

DATE _____

Scope of Services – Audit Services

We will audit the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information and related disclosures, which collectively comprise the basic financial statements for the following entity:

CITY OF FAYETTEVILLE, ARKANSAS as of and for the year ended December 31, 2025

The audit has the following broad objectives:

- Obtaining reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error
- Expressing an opinion on the financial statements
- Issuing a report on your internal control over financial reporting and compliance and other matters based on the audit of your financial statements in accordance with *Government Auditing Standards*
- Expressing an opinion on your compliance with the types of compliance requirements described in the OMB *Compliance Supplement* that could have a direct and material effect to each of your major federal award programs in accordance with the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance)
- Issuing a report on your internal control over compliance in accordance with the Uniform Guidance
- Issuing a report on your schedule of expenditures of federal awards

You have informed us that the audited financial statements are expected to be presented along with management's annual comprehensive financial report (ACFR). Management is responsible for the other information included in the ACFR. The other information comprises the ACFR but does not include the financial statements and our auditor's report thereon. Our opinion on the financial statements will not cover the other information, and we will not express an opinion or any form of assurance thereon. In connection with our audit of the financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the financial statements, or whether the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

We will also express an opinion on whether the combining and individual fund statements, and the schedules of expenditures of federal and state awards ("supplementary information") are fairly stated, in all material respects, in relation to the financial statements as a whole.

We will complete the auditee portion of the Form SF-SAC (Data Collection Form) through the Federal Audit Clearinghouse. We will not make the submission on your behalf. You will review a draft of the submission prior to transmission and agree that you are solely responsible for approving the final draft for transmission as well as for the auditee submission and certification.

We will also provide you with the following nonattest services:

- Preparing a draft of the financial statements and related notes, if needed
- Proposing for your review and approval the adjusting entries to convert your modified accrual basis accounting records to accrual-basis accounting records. Management is responsible for the propriety of the accrual adjustments, if needed
- Preparing a draft of the supplementary information, if needed
- Preparing a draft of the schedule of expenditures of federal awards
- The Reporting Solution – license

You agree to assume all management responsibilities and to oversee the nonattest services we will provide by designating an individual possessing suitable skill, knowledge, and/or experience. You acknowledge that nonattest services are not covered under *Government Auditing Standards*. You are responsible for:

- Making all management decisions and performing all management functions
- Evaluating the adequacy and results of the services performed
- Accepting responsibility for the results of such services
- Designing, implementing, and maintaining internal controls, including monitoring ongoing activities

David Coleman, Partner is responsible for supervising the engagement and authorizing the signing of the report or reports

We will issue a written report(s) upon completion of our audit(s), addressed to the following parties:

Entity Name

CITY OF FAYETTEVILLE, ARKANSAS

Party Name

Members of the City Council

You are responsible to distribute our reports to other officials who have legal oversight authority or those responsible for acting on audit findings and recommendations, and to others authorized to receive such reports.

The following apply for the audit services described above:

**Our
Responsibilities**

We will conduct our audit in accordance with auditing standards generally accepted in the United States of America (GAAS); the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the Uniform Guidance. Those standards require that we plan and perform:

- The audit of the financial statements to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether caused by fraud or error
- The audit of compliance to obtain reasonable rather than absolute assurance about whether the entity(ies) complied with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each major federal award program

We will exercise professional judgment and maintain professional skepticism throughout the audit.

We will identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion.

We will obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

We will also conclude, based on audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the entity's ability to continue as a going concern for a reasonable period of time.

We will identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the entity's compliance with compliance requirements subject to audit and performing such other procedures as the auditor considers necessary in the circumstances.

We will obtain an understanding of the entity's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance, regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that the auditor identified during the audit.

Limitations & Fraud

Reasonable assurance is a high level of assurance but is not absolute assurance and, therefore, is not a guarantee that an audit that is planned and conducted in accordance with GAAS will always detect a material misstatement or material noncompliance with federal award programs when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

The risk of not detecting a material misstatement or material noncompliance resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with compliance requirements is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the entity's compliance with the requirements of the federal programs as a whole.

Our understanding of internal control is not for the purpose of expressing an opinion on the effectiveness of your internal control. However, we will communicate to you in writing any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we identify during the audit.

We are available to perform additional procedures with regard to fraud detection and prevention at your request, subject to completion of our normal engagement acceptance procedures. The actual terms and fees of such an engagement would be documented in a separate contract to be signed by you and Forvis Mazars, LLP.

Opinion

Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinion, add an emphasis-of-matter paragraph or other-matter paragraph(s) to our auditor's report, or if necessary, decline to express an opinion or withdraw from the engagement.

If we discover conditions that may prohibit us from issuing a standard report, we will notify you. In such circumstances, further arrangements may be necessary to continue our engagement.

**Your
Responsibilities**

Management and, if applicable, those charged with governance acknowledge and understand their responsibility for the accuracy and completeness of all information provided and for the following:

- **Audit Support** – to provide us with:
 - Unrestricted access to persons within the entity or within components of the entity (including management, those charged with governance, and component auditors) from whom we determine it necessary to obtain audit evidence
 - Information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, including access to information relevant to disclosures
 - Information about events occurring or facts discovered subsequent to the date of the financial statements, of which management may become aware, that may affect the financial statements
 - Information about any known or suspected fraud affecting the entity involving management, employees with significant role in internal control, and others where fraud could have a material effect on the financials
 - Identification and provision of report copies of previous audits, attestation engagements, or other studies that directly relate to the objectives of the audit, including whether related recommendations have been implemented
 - Additional information that we may request for the purpose of the audit
- **Internal Control and Compliance** – for the:
 - Design, implementation, and maintenance of internal control relevant to compliance with laws and regulations and the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error
 - Alignment of internal control to ensure that appropriate goals and objectives are met; that management and financial information is reliable and properly reported; and that compliance with and identification of the laws, regulations, contracts, grants, or agreements (including any federal award programs) applicable to the entity's activities is achieved
 - Remedy, through timely and appropriate steps, of fraud and noncompliance with provisions of laws, regulations, contracts, or other agreements reported by the auditor
 - Establishment and maintenance of processes to track the status and address findings and recommendations of auditors

- **Accounting and Reporting** – for the:
 - Maintenance of adequate records, selection and application of accounting principles, and the safeguard of assets
 - Adjustment of the financial statements to correct material misstatements and confirmation to us in the representation letter that the effects of any uncorrected misstatements aggregated by us are immaterial, both individually and in the aggregate, to the financial statements taken as a whole
 - Preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America
 - Inclusion of the auditors' report in any document containing financial statements that indicates that such financial statements have been audited by us
 - Distribution of audit reports to any necessary parties

Required Supplementary Information

Accounting principles generally accepted in the United States of America provide for certain required supplementary information ("RSI") to accompany the basic financial statements. We understand the following RSI will accompany the basic financial statements:

1. Management's Discussion and Analysis ("MD&A")
2. Budgetary comparison
3. Pension and Other Postemployment Benefit information

Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context.

Management is responsible for the fair presentation of the RSI. As part of our engagement, we will apply certain limited procedures to the RSI in GAAS. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements.

We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary Information

With regard to any supplementary information that we are engaged to report on:

- Management is responsible for its preparation in accordance with applicable criteria
- Management will provide certain written representations regarding the supplementary information at the conclusion of our engagement
- Management will include our report on this supplementary information in any document that contains this supplementary information and indicates we have reported on the supplementary information
- Management will make the supplementary information readily available to intended users if it is not presented with the audited financial statements

Such information is:

- Presented for the purpose of additional analysis of the financial statements
- Not a required part of the financial statements
- The responsibility of management
- Subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the accounting and other records used to prepare the financial statements or the financial statements themselves, and other additional procedures in accordance with GAAS

**Written
Confirmations
Required**

As part of our audit process, we will request from management and, if applicable, those charged with governance written confirmation acknowledging certain responsibilities outlined in this contract and confirming:

- The availability of this information
- Certain representations made during the audit for all periods presented
- The effects of any uncorrected misstatements, if any, resulting from errors or fraud aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole

**Peer Review
Report**

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract, upon request. If you would like a copy, please request from your engagement executive.

The Reporting Solution End User License Agreement

Please read this document carefully because it explains the legal rights and obligations inherent to your ability to access and use The Reporting Solution

This End User License Agreement ("EULA") governs use of The Reporting Solution and any related, upgraded, or substitute for the web application, software, and services provided by or on behalf of **Forvis Mazars, LLP** ("Forvis Mazars") relating to preparation of certain financial reports ("Software"). By accessing and/or using the Software, you and the entity you are working for or on behalf of agree to be bound by the terms of this EULA, although this EULA does not abrogate any other contract or understanding regarding the Software and your relationship with Forvis Mazars, e.g., a sales contract, purchase agreement, privacy policy, disclaimer, etc., relating to the Software and/or services provided by Forvis Mazars. This EULA is effective as of the first time the Software is accessed and it will remain in effect—in its current or any future amended form—for however long the Software is used or until another EULA is executed. Some of the obligations in this EULA survive and extend beyond the term of this EULA and/or the point in time after which you voluntarily or involuntarily stop accessing or using the Software.

1. License Grant

By providing credentials to access the Software, Forvis Mazars grants you a nonexclusive, nontransferable, non-sublicensable, limited right, and license to use the Software on compatible devices you own or control for preparation of financial reports for your entity in a single, given reporting year (the "License"). The rights granted under the License are subject to the terms of this EULA as well as any prior or future contract you have or may enter into with Forvis Mazars or that you may otherwise be explicitly or implicitly required to follow owing to your employment by or fiduciary or other duty of care owed to an entity doing business with Forvis Mazars. You (both personally and in any representative capacity you may or do have for a particular entity) may only make use of the License if you comply with all applicable terms, including but not limited to this EULA.

The Software is licensed, not sold, under this License. The License does not grant any title or ownership in the Software. Any individual accessing the Software is expressly representing that they have the authority and ability to act on behalf of an entity that possesses the ability to access and use the Software, and you and that entity will be jointly and severally responsible for any and all actions taken by an actor using credentials, irrespective of whether that person has the actual authority or ability to act on behalf of that entity.

2. Conditions & Restrictions on Use Pursuant to the License

You may not and will not do, attempt to do, or otherwise attempt to have anyone else do on your behalf or for your benefit any of the following with respect to the Software: (a) copy, reproduce, distribute (including via a network server), display, or use it in a way that is not expressly authorized by Forvis Mazars (either via this EULA or some other written instrument); (b) sell, rent, lease, license, distribute, transfer, or use it in a manner that actually or is reasonably likely to harm Forvis Mazars or its existing or future business prospects; (c) reverse engineer, derive source code from, modify, adapt, translate, decompile, or disassemble it or make derivative works based on it; (d) remove, disable, circumvent, or modify any security technology or proprietary notice or label included in it; (e) use it to infringe or violate the rights of any third party, including but not limited to any intellectual property, publicity, or privacy rights; (f) use, export, or re-export it in violation of any applicable law or regulation; or (g) deliberately or negligently access or use it in a manner that transmits or propagates any virus, Trojan horse, worm, bomb, and/or corrupted or malicious files or that otherwise threatens, defames, disparages, harasses, or endangers the integrity of any person or entity, the Software, Forvis Mazars' hardware and networks, the hardware and networks of any other user of the Software or other person or entity, and/or any data and information inherent to any of the same.

In the event you gain access to data or information of others and/or to functionality in the Software, either of which is beyond the scope or intent of the understanding by which credentials were originally granted to you, you will notify Forvis Mazars as soon as is reasonably practical. Further, you will not copy, alter, delete, use, or otherwise exploit such data, information, and/or functionality and, instead, will treat it with and use the highest degree of care necessary to protect its confidentiality. These obligations of notification and confidentiality will survive the termination of this EULA.

3. Disclaimers & Limitation of Liability

Except to the extent an explicit warranty or representation is made in a separate, written contract, the Software is provided on an "as is" and "as available" basis, "with all faults" and without warranty of any kind. Forvis Mazars, its licensors, its and their affiliates, successors, and assigns disclaim all warranties, conditions, common law duties, and representations (express, implied, oral, and written) with respect to the Software, including without limitation all express, implied, and statutory warranties and conditions of any kind. Without limiting the generality of the foregoing, Forvis Mazars, its licensors, its and their affiliates, successors, and assigns make no warranty that (1) that the operation of the Software or Services will be uninterrupted, bug free, or error free in any or all circumstances, or (2) that any defects in the Software or Services can or will be corrected. This paragraph will apply to the maximum extent permitted by applicable law.

To the maximum extent permitted by applicable law, neither Forvis Mazars, nor its licensors, nor its or their affiliates, nor any of Forvis Mazars' agents or service providers (collectively, the "Forvis Mazars Parties"), shall be liable in any way for any loss of profits or any indirect, incidental,

consequential, special, punitive, or exemplary damages, arising out of or in connection with this Agreement or the Software. Further, to the maximum extent permitted by applicable law and in the absence of any contrary written agreement, the aggregate liability of the Forvis Mazars Parties arising out of or in connection with this EULA will not exceed the total amounts you have paid to Forvis Mazars for the Software. These limitations and exclusions regarding damages apply even if any remedy fails to provide adequate compensation. For the avoidance of any doubt, these provisions shall survive termination or expiration of this EULA.

4. Indemnity

You are responsible for any damage caused to Forvis Mazars and/or any other person or entity that has a right to use the Software and was harmed as a result of your violation of this EULA.

YOU HEREBY AGREE TO DEFEND, INDEMNIFY, AND KEEP INDEMNIFIED Forvis Mazars AGAINST ANY CLAIM OR ALLEGED CLAIMS, LIABILITIES, LOSSES, DAMAGES, AND ALL COSTS (INCLUDING LAWYERS' FEES), DIRECTLY OR INDIRECTLY ATTRIBUTABLE TO YOUR FAULT AND/OR RESULTING FROM (A) A VIOLATION OF ANY PROVISION OF THIS EULA OR (B) YOUR MISUSE OF THE SOFTWARE. For the avoidance of any doubt, this provision shall survive termination or expiration of this EULA.

5. Termination

This EULA will terminate concurrently according to the understanding by which credentials were originally granted for access and use of the Software. Forvis Mazars reserves the right to terminate this EULA, without cause, with at least 30 days' written notice to you. Forvis Mazars may immediately terminate this EULA if it reasonably concludes that doing so is warranted under the circumstances due to unlawful use or failure to pay.

6. Changes to this EULA by Forvis Mazars

Forvis Mazars reserves the right, in its sole and absolute discretion, to revise, supplement, and/or delete certain terms of this EULA for security, legal, best practice, or regulatory reasons, provided that any such revisions, supplements, and/or deletions do not contravene any separate written agreement between you and Forvis Mazars. Such changes will be effective with or, as applicable, without prior notice to you. You can review the most current version of this EULA in the Software or by requesting the same from Forvis Mazars. You are responsible for checking this EULA periodically for changes. Your continued use of the Product following any revision to this EULA constitutes your acceptance of any and all such changes.

7. Other Terms

This Agreement and any document or information referred to in this EULA constitute the entire agreement between you and Forvis Mazars relating to the subject matter covered by this EULA. All other communications, proposals, and representations with respect to the subject matter covered by this EULA are excluded and, instead, must be memorialized in a separate written agreement executed by an authorized representative of each party involved.

If any court of competent jurisdiction or competent authority finds that any provision of this EULA is invalid, illegal, or unenforceable, that provision will be, to the extent required, deemed to be deleted, and the validity and enforceability of the other provisions of this EULA will not be affected. If any invalid, unenforceable, or illegal provision of this EULA would be valid, enforceable, and legal if some part of it were deleted, the provision will apply with the minimum modification necessary to make it legal, valid, and enforceable to reflect the intent of this EULA.

Any action by Forvis Mazars to exercise, or its failure or delay in exercising, any of its rights under this Agreement will not be deemed a waiver of those or any other rights or remedies available in contract, at law, or in equity.

You agree that this Agreement does not confer any rights or remedies on any person other than the parties to this Agreement, except as expressly stated.

To the extent permitted by applicable law, this EULA, and any disputes or claims arising out of or in connection with it, or its subject matter or formation (including noncontractual disputes or claims) are governed by and construed in accordance with the laws of the United States and the State of Texas, without giving effect to any principles of conflicts of laws. This EULA shall not be governed by the United Nations Conventions of Contracts for the International Sale of Goods, the application of which is hereby expressly excluded from any interpretation of this EULA.

Forvis Mazars' obligations are subject to existing laws and legal process, and Forvis Mazars may comply with law enforcement or regulatory requests or requirements despite any contrary term in this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

Forvis Mazars, LLP

CITY OF FAYETTEVILLE, ARKANSAS

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Forvis Mazars, LLP Terms and Conditions Addendum

GENERAL

1. **Overview.** This addendum describes **Forvis Mazars, LLP's** standard terms and conditions ("Terms and Conditions") applicable to Our provision of services to the Client ("You"). The Terms and Conditions are a part of the contract between You and Forvis Mazars, LLP. For the purposes of the Terms and Conditions, any reference to "Firm," "We," "Us," or "Our" is a reference to Forvis Mazars, LLP ("Forvis Mazars"), and any reference to "You" or "Your" is a reference to the party or parties that have engaged Us to provide services and the party or parties ultimately responsible for payment of Our fees and costs.

BILLING, PAYMENT, & TERMINATION

2. **Billing and Payment Terms.** We will bill You for Our professional fees and costs as outlined in Our contract. Unless otherwise provided in Our contract, payment is due upon receipt of Our billing statement. Interest will be charged on any unpaid balance after 30 days at the rate of 10 percent per annum, or as allowed by law at the earliest date thereafter, and highest applicable rate if less than 10 percent. All fees, charges, and other amounts payable to Forvis Mazars hereunder do not include any sales, use, excise, value-added, or other applicable taxes, tariffs, or duties, payment of which shall be Your sole responsibility, and do not include any applicable taxes based on Forvis Mazars' net income or taxes arising from the employment or independent contractor relationship between Forvis Mazars and Forvis Mazars' personnel.

We reserve the right to suspend or terminate Our work for this engagement or any other engagement for nonpayment of fees. If Our work is suspended or terminated, You agree that We will not be responsible for Your failure to meet governmental and other deadlines, for any penalties or interest that may be assessed against You resulting from Your failure to meet such deadlines, and for any other damages (including but not limited to consequential, indirect, lost profits, or punitive damages) incurred as a result of the suspension or termination of Our services.

Our fees may increase if Our duties or responsibilities are increased by rulemaking of any regulatory body or any additional new accounting or auditing standards. Our engagement fees do not include any time for post-engagement consultation with Your personnel or third parties, consent letters and related procedures for the use of Our reports in offering documents, inquiries from regulators, or testimony or deposition regarding any subpoena. Charges for such services will be billed separately.

3. **Billing Records.** If these services are determined to be within the scope and authority of Section 1861(v)(1)(I) of the Social Security Act, We agree to make available to the Secretary of Health and Human Services, or to the U.S. Comptroller General, or any of their duly authorized representatives, such of Our books, documents, and records that are necessary to certify the nature and extent of Our services, until the expiration of four (4) years after the furnishing of these services. This contract allows access to contracts of a similar nature between subcontractors and related organizations of the subcontractor, and to their books, documents, and records.

4. **Termination.** Either party may terminate these services in good faith at any time for any reason, including Your failure to comply with the terms of Our contract or as We determine professional standards require. Both parties must agree, in writing, to any future modifications or extensions. If services are terminated, You agree to pay Forvis Mazars for time expended to date. In addition, You will be billed costs and fees for services from other professionals, if any, as well as an administrative fee of five (5) percent to cover certain technology and administrative costs associated with Our services. Unless terminated sooner in accordance with its terms, this engagement shall terminate upon the completion of Forvis Mazars' services hereunder.

DISPUTES & DISCLAIMERS

5. **Mediation.** Any dispute arising out of or related to this engagement will, prior to resorting to litigation, be submitted for nonbinding mediation upon written request by either party. Both parties agree to try in good faith to settle the dispute in mediation. The mediator will be selected by agreement of the parties. The mediation proceeding shall be confidential. Each party will bear its own costs in the mediation, but the fees and expenses of the mediator will be shared equally.
6. **Indemnification.** Unless disallowed by law or applicable professional standards, You agree to hold Forvis Mazars harmless from any and all claims which arise from knowing misrepresentations to Forvis Mazars, or the intentional withholding or concealment of information from Forvis Mazars by Your management or any partner, principal, shareholder, officer, director, member, employee, agent, or assign of Yours. You also agree to indemnify Forvis Mazars for any claims made against Forvis Mazars by third parties, which arise from any wrongful actions of Your management or any partner, principal, shareholder, officer, director, member, employee, agent, or assign of Yours. The provisions of this paragraph shall apply regardless of the nature of the claim.
7. **Statute of Limitations.** You agree that any claim or legal action arising out of or related to this contract and the services provided hereunder shall be commenced no more than two (2) years from the date of delivery of the work product to You or the termination of the services described herein (whichever is earlier), regardless of any statute of limitations prescribing a longer period of time for commencing such a claim under law. This time limitation shall apply regardless of whether Forvis Mazars performs other or subsequent services for You. A claim is understood to be a demand for money or services, demand for mediation, or the service of suit based on a breach of this contract or the acts or omissions of Forvis Mazars in performing the services provided herein. This provision shall not apply if enforcement is disallowed by applicable law or professional standards.
8. **Limitation of Liability.** You agree that Forvis Mazars' liability, if any, arising out of or related to this contract and the services provided hereunder, shall be limited to the amount of the fees paid by You for services rendered under this contract. This limitation shall not apply to the extent it is finally, judicially determined that the liability resulted from the intentional or

willful misconduct of Forvis Mazars or if enforcement of this provision is disallowed by applicable law or professional standards.

9. **Waiver of Certain Damages.** In no event shall Forvis Mazars or the City be liable to each other or a third party for any indirect, special, consequential, punitive, or exemplary damages, including but not limited to lost profits, loss of revenue, interruption, loss of use, damage to goodwill or reputation, regardless of whether either party was advised of the possibility of such damages, regardless of whether such damages were reasonably foreseeable, and regardless of whether such damages arise under a theory of contract, tort, strict liability, or otherwise.
10. **Choice of Law.** You acknowledge and agree that any dispute arising out of or related to this contract shall be governed by the laws of the State of Arkansas, without regard to its conflict of laws principles.
11. **WAIVER OF JURY TRIAL. THE PARTIES HEREBY AGREE NOT TO ELECT A TRIAL BY JURY OF ANY ISSUE TRIABLE OF RIGHT BY JURY, AND WAIVE ANY RIGHT TO TRIAL BY JURY FULLY TO THE EXTENT THAT ANY SUCH RIGHT SHALL NOW OR HEREAFTER EXIST WITH REGARD TO THIS AGREEMENT, OR ANY CLAIM, COUNTERCLAIM, OR OTHER ACTION ARISING IN CONNECTION THEREWITH. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS GIVEN KNOWINGLY AND VOLUNTARILY BY THE PARTIES, AND IS INTENDED TO ENCOMPASS INDIVIDUALLY EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A TRIAL BY JURY WOULD OTHERWISE ACCRUE.**
12. **Severability.** In the event that any term or provision of this agreement shall be held to be invalid, void, or unenforceable, then the remainder of this agreement shall not be affected, and each such term and provision of this agreement shall be valid and enforceable to the fullest extent permitted by law.
13. **Assignment.** You acknowledge and agree that the terms and conditions of this contract shall be binding upon and inure to the parties' successors and assigns, subject to applicable laws and regulations.
14. **Disclaimer of Legal or Investment Advice.** Our services do not constitute legal or investment advice. You should seek the advice of legal counsel in such matters. Regulatory authorities may interpret circumstances differently than We do. In addition, the applicable laws, regulations, and regulators' enforcement activities may change over time.

RECORDS, WORKPAPERS, DELIVERABLES, & PROPRIETARY INFORMATION

15. **Maintenance of Records.** You agree to assume full responsibility for maintaining Your original data and records and that Forvis Mazars has no responsibility to maintain this information. You agree You will not rely on Forvis Mazars to provide hosting, electronic security, or backup services, e.g., business continuity or disaster recovery services, to You unless separately engaged to do so. You understand that Your access to data, records, and information from Forvis Mazars' servers, i.e., Forvis Mazars portals used to exchange information, can

be terminated at any time and You will not rely on using this to host Your data and records.

16. **Forvis Mazars Workpapers.** Our workpapers and documentation retained in any form of media for this engagement are the property of Forvis Mazars. We can be compelled to provide information under legal process. In addition, We may be requested by regulatory or enforcement bodies (including any State Board) to make certain workpapers available to them pursuant to authority granted by law or regulation. Unless We are prohibited from doing so by law or regulation, Forvis Mazars will inform You of any such legal process or request. You agree We have no legal responsibility to You in the event We determine We are obligated to provide such documents or information.
17. **Subpoenas or Other Legal Process.** In the event Forvis Mazars is required to respond to any such subpoena, court order, or any government regulatory inquiry or other legal process relating to You or Your management for the production of documents and/or testimony relative to information We obtained or prepared incident to this or any other engagement in a matter in which Forvis Mazars is not a party, You shall compensate Forvis Mazars for all time We expend in connection with such response at normal and customary hourly rates and to reimburse Us for all out-of-pocket expenses incurred in regard to such response.
18. **Use of Deliverables and Drafts.** You agree You will not modify any deliverables or drafts prepared by Us for internal use or for distribution to third parties. You also understand that We may on occasion send You documents marked as draft and understand that those are for Your review purpose only, should not be distributed in any way, and should be destroyed as soon as possible.

Our report on any financial statements must be associated only with the financial statements that were the subject of Our engagement. You may make copies of Our report, but only if the entire financial statements (exactly as attached to Our report, including related footnotes) and any supplementary information, as appropriate, are reproduced and distributed with Our report. You agree not to reproduce or associate Our report with any other financial statements, or portions thereof, that are not the subject of Our engagement.
19. **Proprietary Information.** You acknowledge that proprietary information, documents, materials, management techniques, and other intellectual property are a material source of the services We perform and were developed prior to Our association with You. Any new forms, software, documents, or intellectual property We develop during this engagement for Your use shall belong to Us, and You shall have the limited right to use them solely within Your business. All reports, templates, manuals, forms, checklists, questionnaires, letters, agreements, and other documents which We make available to You are confidential and proprietary to Us. Neither You, nor any of Your agents, will copy, electronically store, reproduce, or make any such documents available to anyone other than Your personnel. This provision will apply to all materials whether in digital, "hard copy" format, or other medium.

REGULATORY

20. **U.S. Securities and Exchange Commission ("SEC") and other Regulatory Bodies.** Where We are providing services either for (a) an entity that is registered with the SEC, (b) an affiliate of such registrant, or (c) an entity or affiliate that is subject to rules, regulations, or standards beyond those of the American Institute of Certified Public Accountants ("AICPA"), any term of this contract that would be prohibited by or impair Our independence under applicable law or regulation shall not apply to the extent necessary only to avoid such prohibition or impairment.

21. **Offering Document.** You may wish to include Our report(s) on financial statements in an exempt offering document. You agree that any report, including any auditor's report, or reference to Our firm, will not be included in any such offering document without notifying Us. Any agreement to perform work in connection with an exempt offering document, including providing agreement for the use of the auditor's report in the exempt offering document, will be a separate engagement.

Any exempt offering document issued by You with which We are not involved will clearly indicate that We are not involved by including a disclosure such as, "Forvis Mazars, LLP, our independent auditor, has not been engaged to perform and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. Forvis Mazars, LLP also has not performed any procedures relating to this offering document."

22. **Forvis Mazars Not a Municipal Advisor.** Forvis Mazars is not acting as Your municipal advisor under Section 15B of the *Securities Exchange Act of 1934*, as amended. As such, Forvis Mazars is not recommending any action to You and does not owe You a fiduciary duty with respect to any information or communications regarding municipal financial products or the issuance of municipal securities. You should discuss such matters with internal or external advisors and experts You deem appropriate before acting on any such information or material provided by Forvis Mazars.
23. **Forvis Mazars Not a Fiduciary.** In providing Our attest services, We are required by law and our professional standards to maintain our independence from You. We take this mandate very seriously and thus guard against impermissible relationships which may impair the very independence which You and the users of Our report require. As such, You should not place upon Us special confidence that in the performance of Our attest services We will act solely in Your interest. Therefore, You acknowledge and agree We are not in a fiduciary relationship with You and We have no fiduciary responsibilities to You in the performance of Our services described herein.

TECHNOLOGY

24. **Electronic Sites.** You agree to notify Us if You desire to place Our report(s), including any reports on Your financial statements, along with other information, such as a report by management or those charged with governance on operations, financial summaries or highlights, financial ratios, etc., on an

electronic site. You recognize that We have no responsibility to review information contained in electronic sites.

25. **Electronic Signatures and Counterparts.** This contract and other documents to be delivered pursuant to this contract may be executed in one or more counterparts, each of which will be deemed to be an original copy and all of which, when taken together, will be deemed to constitute one and the same agreement or document, and will be effective when counterparts have been signed by each of the parties and delivered to the other parties. Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this contract are intended to authenticate this writing and to have the same force and effect as manual signatures. Delivery of a copy of this contract or any other document contemplated hereby, bearing an original manual or electronic signature by facsimile transmission (including a facsimile delivered via the internet), by electronic mail in "portable document format" (".pdf") or similar format intended to preserve the original graphic and pictorial appearance of a document, or through the use of electronic signature software, will have the same effect as physical delivery of the paper document bearing an original signature.

26. **Electronic Data Communication and Storage.** In the interest of facilitating Our services to You, We may send data over the internet, temporarily store electronic data via computer software applications hosted remotely on the internet, or utilize cloud-based storage. Your confidential electronic data may be transmitted or stored using these methods. In using these data communication and storage methods, We employ measures designed to maintain data security. We use reasonable efforts to keep such communications and electronic data secure in accordance with Our obligations under applicable laws, regulations, and professional standards.

You recognize and accept that We have no control over the unauthorized interception or breach of any communications or electronic data once it has been transmitted or if it has been subject to unauthorized access while stored, notwithstanding all reasonable security measures employed by Us. You consent to Our use of these electronic devices and applications during this engagement.

OTHER MATTERS

27. **Cooperation.** You agree to cooperate with Forvis Mazars in the performance of Forvis Mazars' services to You, including the provision to Forvis Mazars of reasonable facilities and timely access to Your data, information, and personnel. You shall be responsible for the performance of Your employees and agents.
28. **Third-Party Service Providers.** Forvis Mazars may from time to time utilize third-party service providers, including but not limited to domestic software processors or legal counsel, or disclose confidential information about You to third-party service providers in serving Your account. Forvis Mazars maintains, however, internal policies, procedures, and safeguards to protect the confidentiality and security of Your information. In addition, Forvis Mazars will secure confidentiality agreements with all service providers to maintain the confidentiality of Your information. If We are unable to

secure an appropriate confidentiality agreement, You will be asked to consent prior to Forvis Mazars sharing Your confidential information with the third-party service provider.

29. **Independent Contractor.** When providing services to You, We will be functioning as an independent contractor; and in no event will We or any of Our employees be an officer of You, nor will Our relationship be that of joint venturers, partners, employer and employee, principal and agent, or any similar relationship giving rise to a fiduciary duty to You. Decisions regarding management of Your business remain the responsibility of Your personnel at all times. Neither You nor Forvis Mazars shall act or represent itself, directly or by implication, as an agent of the other or in any manner assume or create any obligation on behalf of, or in the name of, the other.
30. **Hiring of Forvis Mazars Personnel.** We ask that You respect the employment relationship that Our personnel have with Our firm and to refrain from any employment offers to Forvis Mazars personnel. However, if You find it necessary to make an offer of employment and if it is accepted, during the term of this engagement and for a period of 18 months after Forvis Mazars stops providing services, You agree that We will be paid a one-time employment fee equal to 100 percent of the employee's highest annual salary. This fee will be payable prior to Our personnel commencing employment with You. Provided, however, You shall not be in violation of the nonsolicitation covenant set forth herein with respect to any position You advertise in the form of a general solicitation not delivered to or focused upon any single individual.
31. **Use of Forvis Mazars Name.** Any time You intend to reference Forvis Mazars' firm name in any manner in any published materials, including on an electronic site, You agree to provide Us with draft materials for review and approval before publishing or posting such information.
32. **Network.** Forvis Mazars, LLP is a Delaware limited liability partnership and an independent member of Forvis Mazars Global Ltd., a leading global professional services network. Forvis Mazars Global Ltd. is a United Kingdom company limited by guarantee and does not provide any services to clients.
33. **Entire Agreement.** The contract, including this Terms and Conditions Addendum and any other attachments or addenda, encompasses the entire agreement between You and Forvis Mazars and supersedes all previous understandings and agreements between the parties, whether oral or written. Any modification to the terms of this contract must be made in writing and signed by both You and Forvis Mazars.
34. **Force Majeure.** We shall not be held responsible for any failure to fulfill Our obligations if such failure was caused by circumstances beyond Our control, including, without limitation, fire or other casualty, act of God, act of terrorism, strike or labor dispute, war or other violence, explosion, flood or other natural catastrophe, epidemic or pandemic, or any law, order, or requirement of any governmental agency or authority affecting either party, including without limitation orders incident to any such epidemic or pandemic, lockdown orders, stay-at-home orders, and curfews.



MEETING OF FEBRUARY 17, 2026

TO: Mayor Rawn and City Council
THROUGH: Terry Gulley, Asst Public Works Director - Ops
FROM: Ross Jackson, Jr., Fleet Operations Superintendent
SUBJECT: **Water Sewer Work Truck Replacement through Rush Truck Center**

RECOMMENDATION:

Recommend Council approval of the purchase of one International CV515 utility body work truck for the purchase price of \$99,084.40 from Rush Truck Centers of Lowell Arkansas in accordance with a Sourcewell Cooperative Purchasing contract (032824-NVS).

BACKGROUND:

Asset 389 (WSEW_F031) is a 2017 Ford F550 Utility body work truck with a Faster score of 15/15 points and 104,000 miles and approximately 12,000 hours.

DISCUSSION:

Asset 389 supports emergency water and wastewater line repairs across the city. This unit is a critical first-response asset during main breaks, sewer overflows, and after-hours service interruptions. The vehicle currently has approximately 104,000 miles and 12,000 operating hours, reflecting extensive stationary work in addition to road use and the towing of offload equipment. Its FASTER score of 15 out of 15 points indicates the asset has reached the end of its economical service life, with increasing risk of downtime during emergency response situations. Given its role in protecting public health, environmental compliance, and service continuity, replacement of this unit is necessary to maintain reliable emergency response capabilities and avoid costly service disruptions.

BUDGET/STAFF IMPACT:

This asset is a fiscal year 2026 budgeted replacement and has come in under budget. It will still require additional upfit prior to going in service.

ATTACHMENTS: 3. Staff Review Form, 4. Rush Truck Final Quote \$99,084.40, 5. Retail Sales Order, 6. CV515 Warranty Docs



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2026-199

A RESOLUTION TO APPROVE THE PURCHASE OF AN INTERNATIONAL UTILITY BODY TRUCK FROM RUSH TRUCK CENTERS IN THE AMOUNT OF \$99,084.40, PURSUANT TO A SOURCEWELL COOPERATIVE PURCHASING CONTRACT

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes the purchase of an International CV515 utility body truck from Rush Truck Centers in the amount of \$99,084.40, pursuant to a Sourcwell cooperative purchasing contract.

City of Fayetteville Staff Review Form

2026-199

Item ID

2/17/2026

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

Ross Jackson

1/27/2026

FLEET OPERATIONS (770)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Asset 389 (WSEW_F031) supports emergency water and wastewater line repairs across the city. This unit is a critical first-response asset during main breaks, sewer overflows, and after-hours service interruptions. The vehicle currently has approximately 104,000 miles and 12,000 operating hours, reflecting extensive stationary work in addition to road use and the towing of offload equipment. Given its role in protecting public health, environmental compliance, and service continuity, replacement of this unit is necessary to maintain reliable emergency response capabilities and avoid costly service disruptions.

Budget Impact:

9700.770.1920-5802.00

Shop

Account Number

Fund

97001.5400.720

Fleet Replacement Vehicles

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 27,216,710.00

Expenses (Actual+Encum)

\$ 138.26

Available Budget

\$ 27,216,571.74

Does item have a direct cost? Yes

Item Cost

\$ 99,084.40

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ 27,117,487.34

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:

International Motors, LLC is pleased to provide you with this proposal compliant with all terms of the Sourcwell Vehicles and Chassis Contract #032824-NVS awarded formerly to Navistar, Inc now International Motors, LLC for new International truck(s). If you have any questions regarding enrollment in Sourcwell or detailed contract terms and conditions, please see your local International Dealer sales representative.

PROPOSAL PREPARED FOR:		PROPOSAL PREPARED BY:
Sourcewell Member:	City of Fayetteville	Rush Truck Centers Lowell
Contact:	Ross Jackson	Nemo Lopez
Address:	1525 Happy Hollow Road	807 South Blooming Street
City/State/Zip:	Fayetteville/Arkansas/72701	Lowell/Arkansas/72745
Phone:	(479) 879-6221	(870) 350-2610
Email:	rjackson@fayetteville-ar.gov	lopezzavalan@rushenterprises.com

Proposal Number	4240
Date	1/27/2026
Quantity of this Specification	1
Single Sourcwell Transaction Total Volume	1

Chassis			
New 2025 International CV515 Chassis		\$	76,801.00
Base Chassis List	\$ 60,627.00		
Options List	\$ 16,174.00		
Sourcwell Contract Discount	\$ 6,000.00	\$	(6,000.00)
Volume Incentive		\$	-
Freight		\$	1,950.00
Raw Material Increase		\$	-
Chassis Handling Fee (Limited to \$1500)		\$	1,500.00
Net Sourcwell Chassis Price		\$	74,251.00
Sourcwell Partner Body			
Thermo King		\$	28,820.00
		\$	-
	4.00%	\$	1,152.80
Non-Sourcwell Dealer Supplied Body			
		\$	-
		\$	-
Handling Fee	5.00%	\$	-
Additional Post Build Work			
PDI		\$	270.00
		\$	-
		\$	-
Handling Fee	5.00%	\$	13.50
Service Contracts			
ESC Warranty		\$	-
		\$	-
		\$	-
Additional Freight			
		\$	-
		\$	-
Additional Floorplan			
		\$	-
		\$	-
Additional Fees & Taxes			
Service Pack		\$	400.00
		\$	-
		\$	-
Final Sourcwell Per Vehicle Price FOB RTC Lowell		\$	99,084.40
Final Sourcwell Total Vehicle(s) Price		\$	99,084.40
Additional Sourcwell Qualified Content			
Silver Package Award		\$	1,200

Terms:	Stock unit in dealer's inventory, dealer will accept a final purchase order using the current Sourcwell pricing quoted above.
	Dealer placing a new orders for the Sourcwell Member, the purchase order cannot be firmed up until the unit is slotted to build with a firm build date or lineset.
	Once a firm build date has been established, dealer will provide the Sourcwell Member approved pricing and a final purchase order can be accepted with firm pricing.
	Dealer cannot guarantee bodies and/or equipment pricing added to the chassis for a turnkey sale until chassis is lineset.

**Rush Truck Center, Lowell**

807 S Bloomington St
Lowell, AR 72745
479-770-1235

Retail Sales Order**SALES ORDER**

Please enter my order for the following:

☒ New ☐ F.E.T. Applicable
☐ Used ☒ F.E.T. Exempt

Make International Series CV515

Year 2025 Body Type

Color WHITE Trim

Serial # 1HTKTSWK1SH338048

Stock # 1897740

To be delivered on or about 6/25/2026

Sales Price 99,084.40

Factory Paid F.E.T. 0.00

F.E.T. Tire Credit 0.00

Total Factory Paid F.E.T. 0.00

Optional Extended Warranties 0.00

Sub-Total 99,084.40

Dealer Paid F.E.T. * 0.00

Local Taxes 0.00

Delivered Price 99,084.40

Total Down Payment 0.00

Unpaid Balance Due on Delivery 99,084.40

A DOCUMENTARY FEE IS NOT AN OFFICIAL FEE. A DOCUMENTARY FEE IS NOT REQUIRED BY LAW, BUT MAY BE CHARGED TO CUSTOMERS FOR HANDLING DOCUMENTS RELATING TO THE SALE.

CARB Disclosure: A vehicle operated in California may be subject to the California Air Resources Board Advanced Clean Fleets regulations. It therefore could be subject to requirements to reduce emissions of air pollutants. For more information, please visit the CARB Advanced Clean Fleets webpage at <https://ww2.arb.ca.gov/our-work/programs/advanced-clean-fleets>.

*** State of registration is based on the state selected by the Customer when the vehicle was ordered. Customer is solely responsible for, and agrees to defend, indemnify and hold Rush harmless from, any reporting obligations and/or liability, including but not limited to penalties and fines, arising from registration and/or operation of a vehicle in a state other than the state of registration identified herein.

*SUBJECT TO ADJUSTMENT - FINAL F.E.T. MAY VARY.

NOTICE: THE FOLLOWING ARE IMPORTANT PROVISIONS OF THIS ORDER

THIS ORDER CANCELS AND SUPERCEDES ANY PRIOR AGREEMENTS AND, AS OF THE DATE HEREOF, COMPRISES THE COMPLETE AND EXCLUSIVE STATEMENT OF THE TERMS OF THE AGREEMENT BETWEEN THE PARTIES.

IF ANY REPRESENTATIONS, SPECIFICATIONS OR OTHER AGREEMENTS ARE RELIED UPON BY CUSTOMER, THEY MUST BE IN WRITING AND SPECIFICALLY IDENTIFIED AND REFERENCED IN THIS ORDER; OTHERWISE, THEY WILL NOT BE BINDING ON OR ENFORCEABLE AGAINST DEALER.

THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

Date 01/27/2026

City of Fayetteville

Customer's Name

1525 S. Happy Hollow Rd Fayetteville AR 72701

Street City State Zip

(479) 444-3494

Federal Tax ID #

Business Phone Fax

Purchaser's Name

Street City State Zip

Federal Tax ID #

Business Phone Fax

Nehemias LopezZavala

By Salesman

Vehicle will be Titled in Washington County.

*** Vehicle will be Registered in the State of Arkansas.

LIENHOLDER INFORMATION

Date of Lien

Lien Holder

0.00

Total Used Vehicle Allowance * 0.00

Less Total Balance Owed 0.00

Total Net Allowance on Used Vehicle(s) 0.00

Deposit or Credit Balance 0.00

Cash with Order 0.00

0.00

*See Trade-in details on page 4

Customer, by the execution of this Order, offers to purchase the Product(s) described above upon the Terms and Conditions contained herein. Customer acknowledges that Customer has read the Terms and Conditions of this Order on Page 2 and has received a true copy of this Order and the Terms and Conditions

Customer's Signature

Date

OFFER RECEIVED BY:

SALES REPRESENTATIVE

Date

OFFER ACCEPTED BY:

AUTHORIZED REPRESENTATIVE

Date

TERMS ARE C.O.D. UNLESS PRIOR ARRANGEMENTS HAVE BEEN APPROVED



Rush Truck Center, Lowell

807 S Bloomington St

Lowell, AR 72745

479-770-1235

Retail Sales Order

TERMS AND CONDITIONS

1. **Parties to Order; Definitions.** As used in this Retail Sales Order ("Order"), the terms: (a) "Dealer" shall mean the Rush Dealer identified at the top of the first page of this Order; (b) "Customer" shall mean the Customer identified on the first page of this Order; (c) "Manufacturer(s)" shall mean the entity or entities that manufactured the Product(s), it being understood by Customer that Dealer is in no respect the agent of Manufacturer(s); and (d) "Product(s)" shall mean the new and/or used vehicle or other components, accessories or products, which are being purchased by Customer, as set forth in this Order.

2. WARRANTY DISCLAIMERS AND LIMITATIONS

NEW PRODUCTS – MANUFACTURER WARRANTIES ONLY. Any warranties on any new Product(s) sold under this Order are limited only to any printed Manufacturers' warranties delivered to Customer with the Product(s). EXCEPT FOR ANY SUCH WARRANTIES MADE BY MANUFACTURERS, THE PRODUCT(S) ARE SOLD WITHOUT ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EACH OF WHICH IS EXPRESSLY DISCLAIMED.

USED PRODUCTS – NO WARRANTIES. All used Product(s) sold under this Order are sold on an "AS IS, WHERE IS" basis, without any warranties by Dealer, provided that Products that are sold by Dealer as "Certified Pre-Owned" are subject to the express written terms and conditions of the Dealer's certified pre-owned program. EXCEPT FOR ANY MANUFACTURERS' WARRANTIES THAT MAY STILL BE IN EFFECT, IF ANY, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY DISCLAIMED.

LIMITED WARRANTY ON SERVICES. Dealer warrants that all services performed by Dealer for Customer in conjunction with the sale of the Product(s), including if applicable installation, upfitting and conversion services ("Services"), will be performed in a good and workmanlike manner ("Services Warranty"). The Services Warranty is valid for a period of ninety (90) days from the date the Product(s) is delivered to Customer. Customer's sole and exclusive remedy, and Dealer's entire liability, under the Services Warranty is the repair of any nonconforming portion of the Services. DEALER PROVIDES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, CONCERNING ITS SERVICES. The Services Warranty is strictly limited to Services performed by Dealer for Customer. Dealer does not warrant any services provided by any third-party, including but not limited to installation, upfitting or conversion services. Any warranties are solely those that are provided by the third-party service provider.

NO OTHER WARRANTIES. EXCEPT AS SET FORTH ABOVE, DEALER EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED.

3. **Reappraisal of Trade-In Vehicle.** If the motor vehicle which has been traded in ("Trade-In Vehicle") as a part of the consideration for the Product(s) ordered hereunder is not to be delivered to Dealer until delivery to Customer of the Product(s), the Trade-In Vehicle shall be reappraised at that time and such reappraised value shall determine the allowance made for the Trade-In Vehicle. If the reappraised value is lower than the original allowance shown on the front of this Order, Customer may, if dissatisfied, cancel this Order.

4. **Delivery of Trade-In Vehicle by Customer; Customer Warranty of Title and Emissions.** Customer agrees to deliver to Dealer satisfactory evidence of title to the Trade-In Vehicle at the time of delivery of the Trade-In Vehicle to Dealer. Customer warrants the Trade-In Vehicle to be Customer's property free and clear of all liens and encumbrances. Customer further warrants that the emissions system of the Trade-In Vehicle, including any air pollution control devices ("Emissions System"), has not been removed, dismantled, modified, tampered with or altered in any way and the Emissions System is functioning in accordance with the original OEM specifications.

5. **Delay or Failure in Delivery; Limitation of Dealer Liability.** Dealer shall not be liable for failure to deliver or delay in delivering any Product(s) covered by this Order where such failure or delay is due, in whole or in part, to any cause beyond the reasonable control, or is without the gross negligence or intentional misconduct, of Dealer. Examples of causes beyond Dealer's reasonable control include, but are not limited to, Manufacturers' delay or failure to deliver Product(s) for any reason, earthquake, hurricane or other natural disaster, fire, war, terrorist act, labor dispute, strike, etc.

6. **Liability for Taxes.** The price for the Product(s) specified on the face of this Order includes reimbursement to Dealer for federal excise taxes paid, but does not include sales or use taxes or occupational taxes based on sales volume (federal, state or local) unless expressly so stated. Customer assumes and agrees to pay, unless prohibited by law, any such sales or use or occupational taxes imposed on or applicable to the transaction covered by this Order, regardless of which party may have primary tax liability thereof.

7. **Customer's Deposit.** Any Customer's deposit, whether cash or Trade-In Vehicle, shall not be refunded except due to Dealer's failure to deliver the Product(s).

8. **Risk of Loss; Insurance.** Customer shall assume all risk of loss relating to the Product(s) at the time Customer receives possession of the Product(s), or at the time Customer receives title to the Product(s) if title is conveyed before Customer receives possession. Customer shall obtain insurance for the Product(s) that will be in effect at the time Customer takes possession of the Product(s), or at the time Customer receives title to the Product(s) if title is conveyed before the Customer receives possession. Dealer shall have no responsibility or liability related to the Product(s) after Customer receives either possession or title to the Product(s).

9. **Governing Law; Venue; Time to Commence Action.** Except to the extent that the laws of the United States may apply or otherwise control this Order, the rights and obligations of the parties hereunder shall be governed by, and construed and interpreted in accordance with, the laws of the state in which Dealer is located, without regard to conflict of law principles. The mandatory venue for any claim, litigation, civil action or any other legal or administrative proceeding ("Action") involving any controversy or claim between or among the parties to this Order, is the state in which Dealer is located. Customer has one (1) year from the accrual of any cause of action arising from the purchase of the Product(s) to commence an Action against Dealer.

10. **Limitation of Damages.** Customer agrees that in the event of any Action brought by Customer against Dealer, Customer shall not be entitled to recover any incidental or consequential damages as defined in the Uniform Commercial Code, including but not limited to indirect or special damages, loss of income or anticipated profits, or down-time, or any punitive damages.

11. **Fees and Expenses of Actions.** In any Action, whether initiated by Dealer or Customer, where the Customer has a right, pursuant to statute, common law or otherwise, to recover reasonable attorneys' fees and costs in the event it prevails, Customer agrees that Dealer shall have the same right to recover reasonable attorneys' fees and costs incurred in connection with the Action in the event that Dealer prevails.

12. **Execution and Delivery by Electronic Transmission.** If this Order or any document executed in connection with this Order is delivered by facsimile, email or similar instantaneous electronic transmission device pursuant to which the signature of or on behalf of such party can be seen, such execution and delivery shall be considered valid, binding and effective for all purposes as an original document. Additionally, the signature of any party on this Order transmitted by way of a facsimile machine or email shall be considered for all purposes as an original signature. Any such faxed or emailed document shall be considered to have the same binding legal effect as an original document. At the request of Dealer, any faxed or emailed document shall be re-executed by Customer in an original form.

13. **Waiver; Severability.** No waiver of any term of this Order shall be valid unless it is in writing and signed by Dealer's authorized representative. If any provision or part of any provision of this Order shall be deemed to violate any applicable law or regulation, such invalid provision or part of a provision shall be inapplicable, BUT the remaining part of that provision and the remainder of the Order shall continue to be binding and enforceable.

14. **No Broker; Manufacturer Incentives.** If at any time Dealer determines that the Customer intends to engage in the resale of vehicles for profit, where such resale is not in conjunction with further manufacturing, Dealer reserves the right to cancel this Order. Certain manufacturer incentives are intended to be used for retail customers at the location as identified by the Customer in this Order. Customer represents that they will register the vehicle with their state motor vehicle department and are not purchasing this vehicle with the intent to resell/export the vehicle, except where such resale is in conjunction with further manufacturing. If at any time Dealer determines that the foregoing representations are not true, Dealer has the right to seek repayment of any manufacturer incentives that are paid.

15. **Communication Consent.** Dealer and any other owner or servicer of this account may use any information Customer gives Dealer, including but not limited to email addresses, cell phone numbers, and landline numbers, to contact Customer for purposes related to this account, including debt collection and marketing purposes. In addition, Customer expressly consents to any such contact being made by the most efficient technology available, including but not limited to, automated dialing equipment, automated messages, and prerecorded messages, even if Customer is charged for the contact.

16. **Used Car Buyers Guide.** If applicable, the information on the window form for the vehicle(s) is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale.

Spanish Translation: Guía para compradores de vehículos usados. La información que ve en el formulario de la ventanilla para este vehículo forma parte del presente contrato. La información del formulario de la ventanilla deja sin efecto toda disposición en contrario contenida en el contrato de venta.

17. **Third Party Products and Services.** Products purchased from Rush may include products and services provided by third parties, including subscription services and/or software products ("Third Party Products") that have their own terms and conditions of use and privacy policies ("Third Party Use Terms"). Customer's use of the Third Party Products is governed by and subject to the Third Party Use Terms. Customer understands and agrees that Rush is not responsible or liable for Customer's use of the Third Party Products. Use of Dealer's RushCare products and services is governed by the RushCare Technology Solution Platform User Agreement located at <http://www.rushtruckcenters.com/rushcare-user-agreement>.

18. **Use of Vehicle Repair Data.** Vehicle maintenance service and repair information arising from or created as a result of Services provided by Dealer, including vehicle owner information, vehicle identification numbers and vehicle specifications ("Vehicle Repair Data"), may be provided to vehicle/component manufacturer(s) and the vehicle/component manufacturer(s) dealers, and their respective service management platform providers ("Maintenance Third Parties") and used by Dealer and Maintenance Third Parties to support and enhance vehicle repair services provided to such parties' customers. Customer also authorizes Dealer and Maintenance Third Parties to aggregate Vehicle Repair Data with data of other repair customers in a way that does not identify Customer and to use such aggregated data for any purpose.

19. **Insurance. IT IS CUSTOMER'S RESPONSIBILITY TO OBTAIN INSURANCE ON THE VEHICLE.** Dealer may request insurance information from Customer in order to register the vehicle or for verifying insurance coverage. Dealer's request for insurance information does not constitute an agreement to transfer or obtain insurance coverage on the vehicle. By signing this agreement, Customer covenants and agrees that Customer has obtained, or will obtain, before the vehicle is driven by anyone, insurance on the vehicle.

20. **Manufacturer Surcharges.** The Manufacturer has reserved the right to change the price to Dealer of any Product that is not currently in Dealer's stock, without notice to Dealer. If a Product identified in this Order is not currently in Dealer's stock at the time this Order is signed by the Customer, Dealer reserves the right to change the Product price to reflect any price increases imposed by the Manufacturer.

Customer Initial _____

Rush Privacy Policy

For Nonpublic Personal Information Disclosed in Connection with the Provision of Financial Products or Services

FACTS	WHAT DOES RUSH TRUCK CENTERS DO WITH YOUR PERSONAL INFORMATION?
WHY?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	The types of personal information we collect and share depend on the product or service you have with us. This information can include: • Social Security number and income • Account balances and payment history • Credit history and employment information When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Rush Truck Centers chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Rush Truck Centers share?	Can you limit this sharing?
For our everyday business purposes- Such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes- To offer our products and services to you	Yes	No
For joint marketing with other financial companies	Yes	No
For our affiliates' everyday business purposes- Information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes- Information about your creditworthiness	No	We don't share
For our affiliates to market to you	No	We don't share
For nonaffiliates to market to you	No	We don't share

Questions?	Call (830) 302-5200
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Who we are	
Who is providing this notice?	Rush Enterprises, Inc. and its wholly owned subsidiaries. See "Other important information" below for a listing of companies.

What we do	
How does Rush Truck Centers protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does Rush Truck Centers collect my personal information?	We collect your personal information, for example, when you ■ apply for financing ■ give us your income information or provide employment information ■ provide account information or give us your contact information We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
Why can't I limit all sharing?	Federal law gives you the right to limit only ■ sharing for affiliates' everyday business purposes-information about your creditworthiness ■ affiliates from using your information to market to you ■ sharing for nonaffiliates to market to you State laws and individual companies may give you additional rights to limit sharing.

Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies.
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. Rush does not share with nonaffiliates so they can market to you.
Joint marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. ■ Includes lenders, finance companies and financial service providers

Other important information	
• This notice is made by Rush Enterprises, Inc. and its wholly owned subsidiaries in the Rush Truck Centers' family of companies: Rush Administrative Services, Inc., Rush Truck Centers of Alabama, Inc., Rush Truck Centers of Arizona, Inc., Rush Truck Centers of Arkansas, Inc., Rush Truck Centers of California, Inc., Rush Medium Duty Truck Centers of California, Inc., Rush Truck Centers of Colorado, Inc., Rush Medium Duty Truck Centers of Colorado, Inc., Rush Truck Centers of Florida, Inc., Rush Truck Centers of Georgia, Inc., Rush Truck Centers of Idaho, Inc., Rush Truck Centers of Illinois, Inc., Rush Truck Centers of Indiana, Inc., Rush Truck Centers of Kansas, Inc., Rush Truck Centers of Kentucky, Inc., Rush Truck Centers of Missouri, Inc., Rush Truck Centers of Nevada, Inc., Rush Truck Centers of New Mexico, Inc., Rush Truck Centers of North Carolina, Inc., Rush Truck Centers of Ohio, Inc., Rush Truck Centers of Oklahoma, Inc., Rush Truck Centers of Pennsylvania, Inc., Rush Truck Centers of Tennessee, Inc., Rush Truck Centers of Texas, LP, Rush Truck Centers of Utah, Inc., and Rush Truck Centers of Virginia, Inc. • This Privacy Policy does not apply to information obtained in a non-financial transaction.	

LIMITED WARRANTY FOR CV 515
***Effective with vehicles built December 03, 2018 or later**

Basic Vehicle

International®, at its option, will repair or replace any part of this vehicle that proves defective in material or workmanship, in normal use and service, with new or RENEWED™ parts, based on the Component Coverages below.

Coverage	Months	Miles	Kilometers	Hours	Gross Discharge Throughput
Basic Vehicle Warranty	36	36,000	60,000	Unlimited	Unlimited
First 90 Days from Delivery to User (DTU) + Towing (Vehicle Down Warrantable Situations Only)	3	36,000	60,000	Unlimited	Unlimited
Brightwork, Chassis Paint and Corrosion (Other than Cab)	6	36,000	60,000	Unlimited	Unlimited
Hood/Cab Paint	12	36,000	60,000	Unlimited	Unlimited
Cab/Cowl Perforation Corrosion	60	Unlimited	Unlimited	Unlimited	Unlimited
Cab/Cowl Structure	60	Unlimited	Unlimited	Unlimited	Unlimited
Frame Side Rails	60	Unlimited	Unlimited	Unlimited	Unlimited
International 6.6 Engine	60	100,000	160,000	Unlimited	Unlimited
Towing (Vehicles with International 6.6 Engine Failures Only)	60	100,000	160,000	Unlimited	Unlimited
Transfer Case	36	36,000	60,000	Unlimited	Unlimited
Axles	36	36,000	60,000	Unlimited	Unlimited
Standard Batteries	12	36,000	60,000	Unlimited	Unlimited
Federal Emissions Coverage (Light Heavy Duty Diesel Engine)	60	50,000	80,000	Unlimited	Unlimited
Greenhouse Gas Emissions Coverage	60	50,000	80,000	Unlimited	Unlimited

International Diesel Engine Coverage Includes:

Engine block, cylinder heads, internally lubricated components, fuel pump, high-pressure pump, turbocharger, water pump, air compressor, injectors/nozzles, electronic engine modules, engine relays, engine sensors and regulators required for electronic engine operation, and certain aftertreatment components. Excluding: attaching accessories (e.g., fan clutch, alternator, starter, etc.), and externally mounted electrical and filtration systems.

What is Not Included Under Basic Coverage

Components/Items

- Components warranted by their respective manufacturers (such as non-International brand engines, Cummins engines, Allison transmissions, Agility fuel systems, lubricants, etc.)
- Tires warranted by the tire manufacturer having defects in materials and workmanship that do not cause non-compliance with GHG regulations. International warrants tires installed as original equipment on this vehicle only against defects in materials and workmanship that cause the vehicle to fail to comply with GHG regulations. This vehicle tire emissions warranty is valid for two (2) years or 24,000 miles (38,000 km), whichever occurs first
- Bodies, equipment, and accessories installed by other than authorized International employees at International manufacturing plants
- Front and rear axle alignment
- Front and rear axle coverage excludes brakes, wheel ends, axle shafts, controls and attachments

Repairs & Maintenance

- Maintenance-related items/repairs, or those needed as a result of normal wear and tear, including tune-ups, brake/clutch linings, windshield wiper blades, tire balancing, lubrication, and other similar procedures/parts required to keep vehicle in good working condition
- Failures that are the result of poor fuel quality, water in fuel, rust, etc.
- Repairs needed as a result of vehicle misuse, negligent care, improper maintenance, improper operation, or the result of accident or collision
- Fade, runs, mismatch or damage to paint, trim items, upholstery, chrome, polished surfaces, etc., resulting from environmental causes such as improper polishes, cleaners or washing solutions, or chemical and industrial fallout
- Failure to observe published capacity or load specifications for engine, transmission, propeller shaft, axles (powertrain) and suspension

Other

- Vehicles sold and/or operated outside the United States and Canada
- This exception does not apply to vehicles that meet current US EPA emission standards, which were sold by an International dealer located in Mexico, if the vehicle is authorized by the US DOT to operate in long-haul, cross-border transportation and the vehicle is only operated in the United States, Canada, and Mexico
- Vehicles/components that have had unauthorized alterations or modifications
- Vehicles on which the odometer reading has been altered
- Loss of time or use of the vehicle, loss of profits, inconvenience, or other consequential or incidental damages or expenses
- Replacement of defective parts with parts other than those provided by International.

LIMITED WARRANTY FOR CV 515
***Effective with vehicles built December 03, 2018 or later**

Obtaining Service

Return this vehicle to any International dealer authorized to service this model vehicle and engine.

This warranty is automatically transferred to subsequent owners at no charge. Visit your local Authorized International dealer for name and address change information.

Note: The customer has 365 days and up to a maximum of 100,000 miles (160,000 km) from DTU to purchase an extended warranty on the unit. For extended warranty purchases between 181 and 365 days from DTU and <100,000 miles (160,000 km) an additional fee will be assessed. See your local International dealer for details.

Disclaimer

NO WARRANTIES ARE GIVEN BEYOND THOSE DESCRIBED HEREIN. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED. THE COMPANY SPECIFICALLY DISCLAIMS WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ALL OTHER REPRESENTATIONS TO THE USER/PURCHASER, AND ALL OTHER OBLIGATIONS OR LIABILITIES. THE COMPANY FURTHER EXCLUDES LIABILITY FOR INCIDENTAL AND CONSEQUENTIAL DAMAGES, ON THE PART OF THE COMPANY OR SELLER.

No person is authorized to give any other warranties or to assume any liabilities on the Company's behalf unless made or assumed in writing by the Company, and no other person is authorized to give any warranties or to assume any liabilities on the seller's behalf unless made or assumed in writing by the seller.

Remedies Under State or Provincial Law: Some States and Provinces do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to the owner. This warranty gives the owner specific legal rights, and he may also have other legal rights which may vary by state or province.

Telematics Data Disclosure

Your International vehicle may include an activated telematics subscription service. By accepting this Limited Warranty, you consent to our collection and use of data from your vehicle as set forth at www.oncommandconnection.com on behalf of yourself and any vehicle operators and passengers. International or its affiliates will collect and send diagnostic and system data from your vehicle and use it for various purposes as further set forth in our Privacy Policy, posted at www.oncommandconnection.com, such as improving the uptime for your vehicle, improving our vehicles in the future, and reducing warranty events. If you choose not to allow International to access your data, you may suspend your subscription at www.InternationalTrucks.com/Opt-Out.

Record of Ownership

Upon receipt of new vehicle by original owner, complete the following:

I have read this Warranty Brochure and fully understand the warranty coverage. I acknowledge that I have received a copy of the Owner's Limited Warranty and I accept the terms described herein.

Customer Signature

Date

Owner's Address

City

State/Prov

Postal Code

Truck Model

Vehicle Identification Number

Engine Model Number

Engine Serial Number

Date Delivered to User (DTU)

Odometer Reading at Delivery

IMPORTANT: The information contained in this Warranty Policy explains the coverage provided on your new International vehicle. This policy should be kept in the vehicle for presentation to the Dealer when you request warranty services.



MEETING OF FEBRUARY 17, 2026

TO: Mayor Rawn and City Council
THROUGH: Terry Gulley, Asst Public Works Director - Ops
FROM: Ross Jackson, Jr., Fleet Operations Superintendent
SUBJECT: **Water Sewer Work Truck Replacement**

RECOMMENDATION:

A resolution to approve the purchase of one Sewer Equipment of America 747-TK Jetter Truck in the amount of \$224,609.01 from River City Hydraulics Inc., pursuant to a Sourcewell Cooperative Purchasing Contract (101221-SCA), plus any applicable surcharges, freight charges, and delivery fees up to 10% of the original purchase price.

BACKGROUND:

Asset 9259 (WSEW_F059) is in need of immediate replacement.

DISCUSSION:

Pipehunter asset 9259 is a trailer-mounted sewer maintenance unit used to clean and clear underground pipelines through high-pressure water jetting. It removes sediment, grease, roots, and debris to restore flow and prevent blockages without excavation, supporting preventative maintenance and reducing emergency sewer repairs.

This unit is currently towed by a dedicated Ford F-550 (Asset #394; WSEW_F062), which is assigned solely to tow the Pipehunter. The tow vehicle has approximately 150,000 miles and 14,000 operating hours and is also due for replacement. Fleet Operations solicited four quotes and will proceed with the best-value option to replace both assets with a single integrated unit.

Replacing the separate work truck and trailer-mounted Pipehunter with one asset will reduce overall fleet size and eliminates duplicate ownership, insurance, and maintenance costs. The combined unit requires no CDL, reduces maintenance by consolidating to one engine and two axles instead of two engines and four axles, and improves fuel efficiency by eliminating trailer towing and redundant engine operation, further resulting in lower greenhouse gas emissions. Additionally, eliminating the trailer improves mobility, safety, and maneuverability in tight work areas and allows for quicker, safer deployment during inclement weather or emergency operations, supporting the City's operational efficiency, risk reduction, and long-term sustainability goals.

BUDGET/STAFF IMPACT:

Both these assets are approved FY26 replacements. The replacement asset has also come in under budget.

ATTACHMENTS: 3. Staff Review Form, 4. RCH Model 747 Jetter \$224,609.01, 5. Price Hold Through March,

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov

6. Body Warranty Doc



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2026-115

A RESOLUTION TO AUTHORIZE THE PURCHASE OF A JETTER TRUCK FROM RIVER CITY HYDRAULICS IN THE AMOUNT OF \$224,609.01, PURSUANT TO A SOURCEWELL COOPERATIVE PURCHASING CONTRACT

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes the purchase of a Sewer Equipment of America 747-TK Jetter Truck from River City Hydraulics in the amount of \$224,609.01 plus any applicable surcharges, freight charges, and delivery fees up to 10% of the original purchase price, pursuant to a Sourcewell cooperative purchasing contract.

City of Fayetteville Staff Review Form

2026-115

Item ID

2/17/2026

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

Ross Jackson

1/25/2026

FLEET OPERATIONS (770)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A resolution to approve the purchase of one Sewer Equipment of America 747-TK Jetter Truck in the amount of \$224,609.01 from River City Hydraulics Inc., pursuant to a Sourcewell Cooperative Purchasing Contract (101221-SCA), plus any applicable surcharges, freight charges, and delivery fees up to 10% of the original purchase price.

Budget Impact:

9700.770.1920-5802.00

SHOP

Account Number

Fund

97001.5400.720

Fleet Replacement Vehicles

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 2,721,671.00

Expenses (Actual+Encum)

\$ 138.26

Available Budget

\$ 2,721,532.74

Does item have a direct cost? Yes

Item Cost

\$ 224,609.01

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ 2,496,923.73

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:



River City Hydraulics, Inc.
P.O. Box 6033
Sherwood, AR 72124
Phone: (501) 835-5230
Fax: (501) 834-1233

Purchase Agreement

Date	Estimate #
12/31/2025	28900

Name / Address
City of Fayetteville 1525 S. Happy Hollow Rd. Fayetteville, AR 72701

Ship To
City of Fayetteville 1525 S Happy Hollow Rd Fayetteville, AR 72701

P.O. No.	Terms	Rep	Unit Number	Serial Number	VIN
	Due on receipt	RM			
Item	Description	Qty	U/M	Rate	Total
SEWER EQUIP...	SEWER EQUIP MODEL 747-TK ECO TRUCK JETTER	1	ea	229,149.00	229,149.00
	NEW CHEVROLET 6500 CREWCAB 4X4 120CA				
	Engine & Pump:Hose Reel & Hose:Accessories: Hydrostatic Drive Via Trans Power PTORotating Safety Reel10' Leader Hose Giant 40 GPM @ 2000 PSIw/800' Capacity of 3/4" Hose orBB Hose Guide w/30 Min Run Dry Capability700' Capacity of 1" HoseTri-Star (Chisel Point) Nozzle Lighted Nema 4 Control PanelDD (High Flow) Nozzle Auto Shutdown (High Eng Temp /Tank & Fill:Finned Nozzle Extension Low Oil Pressure)700 Gal. Black Super-Poly Water TankNozzle Rack Air Purge Valve2.5" Fill System25' Fill Hose Painted Steel Shroud EnclosureWashdown Gun w/25' Ext. Hose w/Locking Access DoorsTruck:Upstream Pulley Guide Recirculation System at Highway SpeedMounting				

All documents pertaining to and required for financing/loan must be submitted to lienholder before delivery of unit. All payments are required within five business days of delivery.

Date _____

Print

Any applicable material surcharges or tariffs imposed on this order prior to delivery will be passed on to the buyer. This will increase the final price at time of delivery.

Initial: _____



River City Hydraulics, Inc.
P.O. Box 6033
Sherwood, AR 72124
Phone: (501) 835-5230
Fax: (501) 834-1233

Purchase Agreement

Date	Estimate #
12/31/2025	28900

Name / Address
City of Fayetteville 1525 S. Happy Hollow Rd. Fayetteville, AR 72701

Ship To
City of Fayetteville 1525 S Happy Hollow Rd Fayetteville, AR 72701

P.O. No.	Terms	Rep	Unit Number	Serial Number	VIN
	Due on receipt	RM			
Item	Description	Qty	U/M	Rate	Total
	to Approved ChassisPaper Operator / Owner Manual Midship Water Manifold SystemMudflaps (1) Aluminum Underbody Toolbox D.O.T. Approved LED Lighting				

All documents pertaining to and required for financing/loan must be submitted to lienholder before delivery of unit. All payments are required within five business days of delivery.

Date _____

Print

Any applicable material surcharges or tariffs imposed on this order prior to delivery will be passed on to the buyer. This will increase the final price at time of delivery.

Initial: _____



River City Hydraulics, Inc.
P.O. Box 6033
Sherwood, AR 72124
Phone: (501) 835-5230
Fax: (501) 834-1233

Purchase Agreement

Date	Estimate #
12/31/2025	28900

Name / Address
City of Fayetteville 1525 S. Happy Hollow Rd. Fayetteville, AR 72701

Ship To
City of Fayetteville 1525 S Happy Hollow Rd Fayetteville, AR 72701

P.O. No.	Terms	Rep	Unit Number	Serial Number	VIN
	Due on receipt	RM			
Item	Description	Qty	U/M	Rate	Total
	ELECTRONIC ON/OFF WATER CONTROL, DRAIN VALVES FOR WATER PUMP, 600 FT 3/4 2500PSI HOSE, 50 FT WASHDOWN GUN, 1000 GAL DURAPROLENE BAFFLED WATER TANK, FILL HOS STORAGE, TOOL STORAGE BIN, 6 DOT SAFETY CONES, WINTERIZATION SYSTEM, LED COMPARTMENT LIGHT, LED FLOOD LIGHT, LED AMBER STROBE, LED ARROW STICK, LED STROBE LIGHT PACKAGE, WIRELESS REMOTE, REAR BACKUP CAMERA, TOW PACKAGE, DEGREASE PACKAGE				
SOURCEWELL...	SOURCEWELL DISCOUNT FAYETTEVILLE SOURCEWELL MEMBER #34143 SECA CONTRACT 101221-SCA	1		-4,539.99	-4,539.99

All documents pertaining to and required for financing/loan must be submitted to lienholder before delivery of unit. All payments are required within five business days of delivery.

Signature _____ Date _____

Print _____

Subtotal \$224,609.01

Sales Tax (9.75%) \$0.00

Total \$224,609.01

Any applicable material surcharges or tariffs imposed on this order prior to delivery will be passed on to the buyer. This will increase the final price at time of delivery.

Initial: _____

Jackson, Ross

From: Robert Mooney <rmooney@rivercityhyd.com>
Sent: Wednesday, January 14, 2026 4:35 PM
To: Jackson, Ross
Subject: Re: SECA

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

Ross,
Pricing is good through March

Get [Outlook for iOS](#)

From: Jackson, Ross <rjackson@fayetteville-ar.gov>
Sent: Wednesday, January 14, 2026 5:33:28 PM
To: Robert Mooney <rmooney@rivercityhyd.com>
Subject: SECA

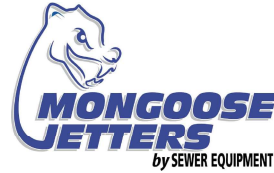
Robert,

Please let me know if this pricing will hold through the month of March. I plan to take it to City Council February 17th. Once we have the approved resolution back from City clerk and then start the PO, I want to make sure that pricing will stay the same through that process.

Thank you,

Ross Jackson Jr., CAFM
Fleet Operations Superintendent
Fleet Operations
Public Works Department
City of Fayetteville, Arkansas
479-444-3494
rjackson@fayetteville-ar.gov





NEW EQUIPMENT WARRANTY

Sewer Equipment (the "Seller") expressly warrants to the First Purchaser, new equipment to be free from defects in material and workmanship for one (1) year following the date of invoice from Seller or 2,000 hours of use. Our standard warranty for water tanks included on new equipment is 10 years for Duraprolene Tanks, and 5 years for Superpoly Tanks. Our standard warranty on our Exten constructed debris bodies is 5 years.

Any equipment of Seller's manufacture that is returned and found to be defective will be repaired or replaced, at Seller's option. Seller's approval is necessary prior to any warranty return, and shipping costs will be the Purchaser's liability. It is expressly understood that Seller's liability is limited to furnishing such equipment within a reasonable length of time. Seller will not be liable for any damages, losses, or expenses arising in connection with the use of or inability to use the equipment or any consequential or special damages.

This warranty covers only malfunctions resulting from defects in material or workmanship of equipment, and parts and components thereof manufactured by Seller. Major components of equipment not of Seller's manufacture including, but not limited to, power plants, water pumps, hydraulics, chassis and transmissions used by Seller as part of the equipment, are not warranted by Seller (Seller hereby assigns to Purchaser any warranty extended by the manufacturer thereof).

This warranty does not apply to normal wear items or routine adjustments to the equipment or equipment components.

Repair or replacement by Seller shall not extend the warranty period. This warranty may not be assigned or transferred by Purchaser.

It is the Purchaser's responsibility to use the equipment for the purpose and in the manner described in the Operation Manual, and to assume any liability for damage or injury resulting from misuse and abuse, including the removal or alteration of safety guards and devices installed on the equipment at time of delivery to Purchaser.

It is agreed that this warranty sets forth Purchaser's exclusive and only right and remedy against Seller with respect to the equipment. It is in lieu of all other express or implied warranties including implied warranties of merchantability and fitness. Seller assumes no liability for loss of use, profit, or consequential damages of any kind or nature, from whatsoever cause or thing arising, including, but not limited to, claims of liability based upon tort, negligence, strict liability, or breach of warranty in connection with the manufacture, sale, alteration, use, repair or replacement of equipment, or any part thereof.



MEETING OF FEBRUARY 17, 2026

TO: Mayor Rawn and City Council
THROUGH: Terry Gulley, Asst Public Works Director - Ops
FROM: Ross Jackson, Jr., Fleet Operations Superintendent
SUBJECT: **Water Sewer, Transportation and Solid Waste Equipment Replacements through JA Riggs Tractor Co.**

RECOMMENDATION:

A resolution to approve the purchase of one Caterpillar Skid Steer and four Caterpillar Excavators in the amount of \$682,012.81 from JA Riggs Tractor Co., along with any surcharges, freight charges and delivery fees pursuant to a Sourcewell Cooperative Purchasing Contract (020223-CAT).

BACKGROUND:

Asset 6021 (WSEW_F068) is a 2016 model year skid steer has had ongoing mechanical issues and is in need of replacement at 15/15 points
Asset 6045 (SWST_F056) is a 2021 model year excavator that has surpassed the expected in service life by engine hours and is at 15/15 Points.
Asset 824 (TRAN_F094) is a 2013 model year excavator that has reached 15/15 points.
Asset 827 (TRAN_F036) is a 2015 model year excavator that has reached 15/15 points.
Asset 834 (TRAN_F088) will be replaced and right sized to a smaller excavator and utilized within another division.

DISCUSSION:

Asset 6021 – Skid Steer (Water & Sewer Construction)

In 2025, Fleet Operations performed frequent on-site repairs to keep Asset 6021 operational during major Water and Sewer construction projects. Despite these efforts, this 2016 skid steer has escalating maintenance needs that are reducing reliability and uptime. Replacement is necessary to ensure uninterrupted support of critical construction activities. The replacement unit will include telematics, GPS tracking, and over-the-air diagnostic capabilities to improve fleet oversight and maintenance efficiency.

Asset 6045 – Excavator (Solid Waste / Transfer Station)

Asset 6045 is ready for immediate replacement to maintain continuity of transfer station operations. Equipment in this environment operates longer hours under more severe conditions than standard excavator applications. Excessive idling has resulted in engine oil consumption issues and degradation of the emissions system, increasing the risk of failure and unplanned downtime.

Assets 824, 827 & 834 – Transportation Division Excavators

Assets 824 and 827 have exceeded their expected service life and now require significant repairs. To maintain dependable street and infrastructure repair operations, Fleet Operations recommends replacing these units with like-for-like assets that restore reliability and reduce maintenance risk. As trails projects have expanded, asset 834 a large excavator, is no longer well suited for ongoing trails construction due to its size and operating

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov

footprint, which has resulted in underutilization. Fleet Operations has worked with Transportation to right-size this asset by transitioning from the Volvo ECR145E to a mini excavator that is better aligned with current project needs and is expected to achieve significantly higher utilization.

Recommendation

Fleet Operations recommends replacing these assets with new equipment and attachments designed with enhanced operator safety features and improved durability. These replacements will be properly specified to provide the capacity, capability, and service life required to support the Water and Sewer Construction, Solid Waste, and Transportation divisions while reducing operational risk and long-term maintenance costs.

BUDGET/STAFF IMPACT:

Sufficient funding is already available within the Fleet capital projects budget to support the replacement of assets across these (3) divisions.

ATTACHMENTS: 3. Staff Review Form, 4. 6021 - 6065 275XE LM2 \$125,382.87, 5. 6045 - 857 CAT 308 Quote \$125,921.15, 6. 824 - 854 CAT 308 Quote \$170,630.41, 7. 827 - 855 CAT 308 Quote \$157,072.64, 8. 834 - 856 CAT 304 Final Quote \$103,005.74



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2026-116

A RESOLUTION TO AUTHORIZE THE PURCHASE OF ONE CATERPILLAR SKID STEER AND FOUR CATERPILLAR EXCAVATORS FROM J.A. RIGGS TRACTOR COMPANY FOR THE TOTAL AMOUNT OF \$682,012.81 PLUS ANY APPLICABLE SURCHARGES, FREIGHT CHARGES, AND DELIVERY FEES, PURSUANT TO A SOURCEWELL COOPERATIVE PURCHASING CONTRACT

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes the purchase of one Caterpillar Skid Steer and four Caterpillar Excavators in the total amount of \$682,012.81 from J.A. Riggs Tractor Company plus any applicable surcharges, freight charges and delivery fees, pursuant to a Sourcewell cooperative purchasing contract.

City of Fayetteville Staff Review Form

2026-116

Item ID

2/17/2026

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

Ross Jackson

1/25/2026

FLEET OPERATIONS (770)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A resolution to approve the purchase of one Caterpillar Skid Steer and four Caterpillar Excavators in the amount of \$682,012.81 from JA Riggs Tractor Co., along with any surcharges, freight charges and delivery fees pursuant to a Sourcewell Cooperative Purchasing Contract (020223-CAT).

Budget Impact:

9700.770.1920-5802.00

Shop

Account Number

Fund

97001.5500.750

97001.5400.720

97001.2100.410

Fleet Replacement Vehicles

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 17,135,016.00

Expenses (Actual+Encum)

\$ 4,227,596.00

Available Budget

\$ 12,907,420.00

Does item have a direct cost? Yes

Item Cost

\$ 682,013.00

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ 12,225,407.00

V20221130

Purchase Order Number: _____

Previous Ordinance or Resolution # _____

Change Order Number: _____

Approval Date: _____

Original Contract Number: _____

Comments:



Jan 21, 2026

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

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

One (1) New Caterpillar Model: 275XE LM1 Compact Construction Equipment with all standard equipment in addition to the additional specifications listed below:

STOCK NUMBER: ZE82627

SERIAL NUMBER: OZE802627

YEAR: 2026

SMU: 0

SELL PRICE	\$125,382.87
CSA	Included
NET BALANCE DUE	\$125,382.87

WARRANTY

Extended Warranty:	STANDARD WARRANTY 24 MO / 2000 HR PREMIER
CSA	24 MO/1000 HR PARTS ONLY CVA

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

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

Accepted by _____ on _____

Signature

One (1) New Caterpillar Model: 275XE LM1 Compact Construction Equipment with all standard equipment in addition to the additional specifications listed below:

MACHINE SPECIFICATIONS

275XE 05A COMPACT TRACK LOADER
LAND MANAGEMENT PKG, (LM1)
IDLER WHEELS, TRIPLE FLANGE
TRACK,RUBBER,400MM(15.7IN)BLCK
HYDRAULICS, PERFORMANCE (HP5)
COOLER, AUXILIARY HYDRAULIC
STARTING PACKAGE, STANDARD
REAR LIGHTS
COMFORT PKG, ENCLOSED CAB,HVAC
SEAT,AIR SUSPENSION,CLOTH,HEAT
DOOR, CAB, POLYCARBONATE
INTEGRATED RADIO
SEAT BELT, 2"
TECHNOLOGY PACKAGE (T5)
COOLING FAN, DEMAND/REVERSING
PRODUCT LINK, CELLULAR PLE643
COUPLER, HYD, SELF LVL,RTD,WTP
CERTIFICATION ARR, P65
INSTRUCTIONS, ANSI, USA
SERIALIZED TECHNICAL MEDIA KIT
MOUNTING, FIRE EXTINGUISHER
PROTECTION, HYD. COUPLER LINES
COUNTERWEIGHT,MACHINE,EXTERNAL
HOSE GUIDE, ATTACHMENT
AIR CONDITIONING, R134A REF
BUCKET-GP, 86", BOCE

List Price – \$176,260

Sourcewell/Riggs Discount - \$50,877.13



Jan 21, 2026

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

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

One (1) New Caterpillar Model: **308** CR Compact Construction Equipment with all standard equipment in addition to the additional specifications listed below:

STOCK NUMBER: GJ3157	SERIAL NUMBER: 0GJ300157	YEAR: 2025	SMU: 3	
SELL PRICE				\$125,921.15
CSA				Included
NET BALANCE DUE				\$125,921.15

WARRANTY

Extended Warranty: **STANDARD WARRANTY 24 MO / 2000 HR PREMIER**

CSA **24 MO/1000 HR PARTS ONLY CVA**

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

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

Accepted by _____ on _____

Signature

One (1) New Caterpillar Model: 308 CR Compact Construction Equipment with all standard equipment in addition to the additional specifications listed below:

MACHINE SPECIFICATIONS

BELT, SEAT, 3" RETRACTABLE
ALARM, TRAVEL
MONITOR NEXT GEN, ADVANCED, CR
LIGHTS, LED
BOOM, SWING
LINES, BOOM
LINES, STICK
LINES, QC, LNG STK, 3 LINE
CONTROL, QC, 3 LINE
CAT KEY, WITH PASSCODE OPTION
SWITCH AS-START
COUNTERWEIGHT, EXTRA, 550LBS
SOFTWARE, PROPORTIONAL CONTROL
SOFTWARE, STICK STEER CONTROL
SOFTWARE, 2 WAY CONTROL
SOFTWARE, CODED START
LINKAGE, BUCKET W/ LIFTING EYE
EOU HOUSE SWING COVER, 8T
HOUSE SWING COVER, 7T
HEATER, WATER JACKET
CAMERA, REAR VIEW
STD BLADE, STD U/C, TG W/PAD
TRACK, 18", TG W/RUBBER PAD
CONTROL, BLADE LEVER
BLADE, 90.5", STRAIGHT
STICK, LONG
STICK, LONG W/ THUMB BRACKET
LINES, AUXILIARY, LONG STICK
TRAVEL PEDALS
AUXILIARY, HAND CONTROL
SEAT, AIR SUSP, HEAT
INTEGRATED RADIO V2
RADIO GP-AM/FM
PRODUCT LINK, CELLULAR PLE643
PINS, BUCKET, 50MM

BUCKET-HD, 36" + Modification for transfer station

BUCKET MODIFICATION COST - \$5,997

Total List Price – \$190,472

Sourcewell/Riggs Discount- \$64,550



Jan 21, 2026

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

Dear Ross Jackson,

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

One (1) New Caterpillar Model: 308 CR Compact Construction Equipment with all standard equipment in addition to the additional specifications listed below:

STOCK NUMBER: GJ3158	SERIAL NUMBER: 0GJ300158	YEAR: 2025	SMU: 4	
SELL PRICE				\$170,630.41
CSA				Included
NET BALANCE DUE				\$170,630.41

WARRANTY

Extended Warranty: **STANDARD WARRANTY 24 MO / 2000 HR PREMIER**

CSA **24 MO/1000 HR PARTS ONLY CVA**

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

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

Accepted by _____ on _____

Signature

One (1) New Caterpillar Model: 308 CR Compact Construction Equipment with all standard equipment in addition to the additional specifications listed below:

MACHINE SPECIFICATIONS

BELT, SEAT, 3" RETRACTABLE
 ALARM, TRAVEL
 MONITOR NEXT GEN, ADVANCED, CR
 LIGHTS, LED
 BOOM, SWING
 CAT KEY, WITH PASSCODE OPTION
 FILM-KEY SWITCH
 COUNTERWEIGHT, EXTRA, 550LBS
 SOFTWARE, PROPORTIONAL CONTROL
 SOFTWARE, STICK STEER CONTROL
 SOFTWARE, 2 WAY CONTROL
 SOFTWARE, CODED START
 LINKAGE, BUCKET W/ LIFTING EYE
 EOU HOUSE SWING COVER, 8T
 HOUSE SWING COVER, 7T
 308 08A CR MINI EXCAVATOR
 HEATER, WATER JACKET
 CAMERA, REAR VIEW
 STD BLADE, STD U/C, TG W/PAD
 TRACK, 18", TG W/RUBBER PAD
 CONTROL, BLADE LEVER
 BLADE, 90.5", STRAIGHT
 STICK, LONG
 STICK, LONG W/ THUMB BRACKET
 LINES, AUXILIARY, LONG STICK
 TRAVEL PEDALS
 AUXILIARY, HAND CONTROL
 SEAT, AIR SUSP, HEAT
 INTEGRATED RADIO V2
 RADIO GP-AM/FM
 PRODUCT LINK, CELLULAR PLE643
 BUCKET-HD, 24", 8.1 FT3, 7T - 308241970
 COUPLER, PG, HYDR.D.LOCK, 7-9T - 308QC4602
 THUMB, HYDRAULIC, 7-9T, PG - 308TH0616
 PINS, BUCKET, 50MM
 BUCKET-HD, 36", 13.8 FT3, 7T
 HAMMER, H95S
 LINES, H80-H95, MHE 7-10T
 BRACKET, MHE 7-9T, 50MM, XL
 BUCKET-DCT, 47", 7.2 FT3, 7T - \$9188
 LINES, DCT, 7-10T
 FLAIL MOWER, HMF210 - \$12,881
 KIT, CASE DRAIN, MHE 7-10T NG

PRICE OF FLAIL MOWER AND DITCH CLEANING BUCKET INCLUDE ALL PARTS NEEDED

Total List Price - \$257,156

Sourcwell/RIGGS Discount - \$86,525.59



Jan 21, 2026

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

Dear Ross Jackson,

We are pleased to quote the following for your purchase consideration

One (1) New Caterpillar Model: 308 CR Compact Construction Equipment with all standard equipment in addition to the additional specifications listed below:

STOCK NUMBER: GJ3361

SERIAL NUMBER: 0GJ300361

YEAR: 2026

SMU: 4

SELL PRICE	\$157,072.64
CSA	Included
NET BALANCE DUE	\$157,072.64

WARRANTY

Extended Warranty:	STANDARD WARRANTY 24 MO / 2000 HR PREMIER
CSA	24 MO/1000 HR PARTS ONLY CVA

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

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

Accepted by _____ on _____

Signature

One (1) New Caterpillar Model: 308 CR Compact Construction Equipment with all standard equipment in addition to the additional specifications listed below:

MACHINE SPECIFICATIONS

BELT, SEAT, 3" RETRACTABLE
 ALARM, TRAVEL
 ALARM AS-BACKUP
 MONITOR NEXT GEN, ADVANCED, CR
 LIGHTS, LED
 BOOM, SWING
 LINES, QC, LNG STK, 3 LINE
 CAT KEY, WITH PASSCODE OPTION
 COUNTERWEIGHT, EXTRA, 550LBS
 SOFTWARE, PROPORTIONAL CONTROL
 SOFTWARE, STICK STEER CONTROL
 SOFTWARE, 2 WAY CONTROL
 SOFTWARE, CODED START
 LINKAGE, BUCKET W/ LIFTING EYE
 EOU HOUSE SWING COVER, 8T
 HOUSE SWING COVER, 7T
 HEATER, WATER JACKET
 CAMERA, REAR VIEW
 STD BLADE, STD U/C, TG W/PAD
 TRACK, 18", TG W/RUBBER PAD
 CONTROL, BLADE LEVER
 BLADE, 90.5", STRAIGHT
 STICK, LONG W/ THUMB BRACKET
 LINES, AUXILIARY, LONG STICK
 TRAVEL PEDALS
 AUXILIARY, HAND CONTROL
 SEAT, AIR SUSP, HEAT
 INTEGRATED RADIO V2
 PRODUCT LINK, CELLULAR PLE643
 BUCKET-HD, 24", 8.1 FT3, 7T - 308241926
 COUPLER, PG, HYDR.D.LOCK, 7-9T - 308QC4611
 THUMB, HYDRAULIC, 7-9T, PG - 308TH0056
 PINS, BUCKET, 50MM
 BUCKET-HD, 36", 13.8 FT3, 7T
 BUCKET-DCT, 47", 7.2 FT3, 7T
 LINES, DCT, 7-10T
 HAMMER, H95S
 LINES, H80-H95, MHE 7-10T
 BRACKET, MHE 7-9T, 50MM, XL

List Price – \$239,182

Sourcewell/Riggs Discount - \$82,109.36



Jan 05, 2026

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

Dear Ross Jackson,

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

One (1) New Caterpillar Model: 304 A Compact Construction Equipment with all standard equipment in addition to the additional specifications listed below:

STOCK NUMBER: AN47310

SERIAL NUMBER: 0AN407310

YEAR: 2026

SMU: 0

SELL PRICE	\$103,005.74
EXT WARRANTY	Included
CSA	Included
NET BALANCE DUE	\$103,005.74

WARRANTY

Extended Warranty:	304-72 MO/3000 HR PREMIER
CSA	RIGGS ADVANTAGE PLUS - 24 MO / 1000 HR FULL SERVICE W/TVL, VISION LINK

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

Sincerely,

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

Accepted by _____ on _____

Signature

One (1) New Caterpillar Model: 304 A Compact Construction Equipment with all standard equipment in addition to the additional specifications listed below:

MACHINE SPECIFICATIONS

BOOM, SWING
 CAB, WITH HEAT AND A/C
 SOFTWARE, PROPORTIONAL CONTROL
 SOFTWARE, STICK STEER CONTROL
 SOFTWARE, 2 WAY CONTROL
 SOFTWARE, CODED START
 304 07A MINI EXCAVATOR
 UNDERCARRIAGE AR
 ALARM, TRAVEL
 LINKAGE BUCKET W/LIFTING EYE
 HOLDER, GREASE GUN
 MIRROR, CAB, RIGHT
 BELT, SEAT, 3" RETRACTABLE
 BELT AS-SEAT
 CAT KEY, WITH PASSCODE OPTION
 LINES, BOOM
 TRACK, 14", RUBBER BELT
 LIGHTS, LED
 MONITOR NEXT GEN, CAMERA READY
 LINES, STICK
 COUNTERWEIGHT, EXTRA, 500LBS
 VISOR, RAIN
 STICK, LONG, 1- AUX, ANGLE BLD
 BLADE, ANGLE, BOCE
 PRODUCT LINK, CELLULAR PL243
 INTEGRATED RADIO V2
 BUCKET-HD, 24", 4.2 FT3, 3T - 30424844
 THUMB, HYD + COUPLER, PG, MAN, 3T - 304TH345
 COUPLER, PG, HYDR.D.LOCK, 3-4T
 PINS, BUCKET, 40MM
 BUCKET-HD, 18", 2.9 FT3, 3T
 BUCKET-HD, 36", 7.0 FT3, 3T
 HAMMER, H55S
 LINES, H55, MHE 3-5T
 BRACKET, MHE 3-4T, 40MM, SM-LG
 BUCKET-DCT, 47", 5.9 FT3, 3T
COMPACTOR PLATE, CVP28 - \$7,517
 LINES, CVP16-28, MHE 2-9T

PRICE OF COMPACTOR INCLUDES ALL PARTS & ITEMS NEEDED

LIST PRICE – \$147,535

SOURCEWELL/Riggs Discount - \$44,529.26



MEETING OF FEBRUARY 17, 2026

TO: Mayor Rawn and City Council

THROUGH: Peter Nierengarten, Environmental Director

FROM: Daryl Brigman, Financial Analyst - RTC

SUBJECT: **A resolution to approve an agreement between the City of Fayetteville, Arkansas and Waste Corporation of Arkansas, LLC DBA GLF Environmental to haul and dispose of solid waste in the City of Fayetteville**

RECOMMENDATION:

Staff recommends City Council approval of a resolution with Waste Corporation of Arkansas LLC DBA GLF Environmental for the hauling and disposal of solid waste in the City of Fayetteville.

BACKGROUND:

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

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

In accordance with this City Code, Waste Corporation of Arkansas, LLC DBA GLF Environmental has submitted a request for a contract to haul solid waste within the city limits of Fayetteville.

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

DISCUSSION:

The hauling contract will permit Waste Corporation of Arkansas, LLC DBA GLF Environmental to collect and haul Class 1 and Class 4 solid waste using open-top roll-off style containers with capacities of 12 cubic yards or greater, or roll-off style compactors with capacities of 12 cubic yards or greater. No unseparated recyclables, with the exception of construction/demolition waste, shall be hauled from any customer within the corporate limits of the City of Fayetteville.

The agreement requires Waste Corporation of Arkansas, LLC DBA GLF Environmental to pay a monthly fee to the City of Fayetteville of 10% of the gross revenue received for providing solid waste hauling services.

The term of the agreement will be 2 years with automatic renewals for 2 additional 2- year terms. Staff proposes approval for Waste Corporation of Arkansas, LLC DBA GLF Environmental to haul and dispose of solid waste within the City of Fayetteville per the terms of the attached agreement.

BUDGET/STAFF IMPACT:

None

ATTACHMENTS: 3. Staff Review Form, 4. Waste Corporation of Arkansas, LLC DBA GLF Environmental Hauler Agreement

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2026-186

A RESOLUTION TO APPROVE AN AGREEMENT WITH WASTE CORPORATION OF ARKANSAS, LLC D/B/A GLF ENVIRONMENTAL FOR THE HAULING AND DISPOSAL OF SOLID WASTE IN THE CITY OF FAYETTEVILLE FOR A PERIOD OF 2 YEARS WITH AUTOMATIC RENEWALS FOR TWO ADDITIONAL 2 YEAR TERMS

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

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

City of Fayetteville Staff Review Form

2026-186

Item ID

2/17/2026

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

Daryl Brigman

1/23/2026

RECYCLING/TRASH COLLECTION (750)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A resolution to approve an agreement between the City of Fayetteville, Arkansas and Waste Corporation of Arkansas, LLC DBA GLF Enviromental to haul and dispose of solid waste in the City of Fayetteville

Budget Impact:

Account Number

Fund

Project Number

Project Title

Budgeted Item? No

Total Amended Budget

\$ -

Expenses (Actual+Encum)

\$ -

Available Budget

\$ -

Does item have a direct cost? No

Item Cost

\$ -

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ -

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:

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

This Agreement (the "Agreement"), is entered into on this _____ day of _____ 2026, between the **City of Fayetteville, Arkansas**, a municipal corporation (the "City"), and Waste Corporation of Arkansas, LLC (the "Hauler"), and shall be in full force and effect on the date first written above, City and Hauler agree as follows:

1. The term of this Agreement shall be for two (2) years, with automatic renewals for two (2) additional two (2) year terms, unless otherwise terminated pursuant to the terms hereof. Notice of non-renewal by either City or Hauler shall be given at least thirty days prior to the end of the current term.
2. Hauler agrees that from and after the original date of this Agreement, all customer service Agreements for facilities within the corporate limits of the City, excluding residential areas, entered into before or after the effective date of this Agreement, or renewed shall have terms of no more than one (1) year and any subsequent extensions shall be for terms of no more than one (1) year. No customer service Agreement shall extend the terms of this Agreement.
3. Hauler agrees and understands that it may only collect and haul Class 1 and Class 4 Solid Waste and/or Recyclables using the type equipment commonly referred to as open-top roll-off style containers with capacities of twelve (12) cubic yards or greater, or roll-off style compactor containers with capacities of twelve (12) cubic yards or greater, containing waste generated from industrial, large commercial or construction/demolition activities, or which is classified as Special Waste, Hazardous Waste, grease or any other type Solid Waste which requires special handling or disposal. Hauler shall not collect any Class 1 or Class 4 material in other containers. No unseparated recyclables, with the exception of construction/demolition waste, shall be hauled from any customer within the corporate limits of the City of Fayetteville. All hauled waste and/or recyclables shall be suitably enclosed or covered as to prevent roadside littering.
4. In consideration of the right to provide the hauling of solid waste and/or recyclables described in Item #3 above, Hauler agrees and understands that it shall be required to pay a monthly fee of: ten (10%) percent (the "Solid Waste Fee") of the gross revenue received for providing solid waste hauling services and five (5%) percent (the "Recycling Fee") of the gross revenue received for providing the hauling of recyclables or construction/demolition waste to a permitted construction and demolition waste sorting facility. Any construction/demolition waste that is not hauled to and accepted by a permitted construction and demolition waste sorting facility or any recyclables not accepted by a recycling facility or recycling broker shall be subject to the 10% Solid Waste Fee.
5. Hauler agrees and understands that it shall deliver all Class 1 waste to a properly licensed landfill facility and all Class 4 waste to a properly licensed landfill facility or a properly licensed construction and demolition waste sorting facility. Hauler shall pay all tip fees to the construction and demolition waste sorting facility operator, transfer station fees to the transfer station operator and all landfill fees to the landfill operator, as they may be established and amended, from time to time.
6. Hauler shall pay all fees due hereunder, along with submitting "Attachment A: Solid Waste Documentation", or page 1 of Attachment A in conjunction with an agreed upon vendor generated report, on or before the 15th of each calendar month for the immediately preceding calendar month.

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

7. Hauler shall pay all fees due hereunder, along with submitting "Attachment B: Recycling Documentation", on or before the 15th of each calendar month for the immediately preceding calendar month. Payments of fees received after the due date shall be assessed a 10% penalty per month. If Hauler fails to pay the fees within forty-five (45) days of the due date, the City may terminate this Agreement upon delivery of one (1) written notice to the Hauler. The supporting information shall be sufficient to demonstrate the accuracy of the fee calculation, and shall include the following information: (i) volumes of recycling collected, in tons, by commodity, with disposition by destination market, for all recycling; (ii) volumes of construction and demolition waste delivered to permitted construction and demolition waste sorting facility and percentage of material recovered. (iii) Hauler's worksheet calculating the fees remitted; (iv) a list of payments received and locations from customers within the City; (v) such list shall clearly indicate whether each payment was from a permanent or temporary customer, and (vi) the fee shall be based upon all activity from each customer account within the City, and shall include the normal billing charges for all free or discounted services (including those for non-profit organizations) including but not limited to delivery, pull charges, disposal charges, transportation charges, final pull charges, and return charges. With payment remittance, the City will review and obtain certain trade secret information, including rates, frequency of service, customer lists, other customer information, and contracts with recyclers and processing mills ("Confidential Information"). The City asserts this information is exempt from disclosure under the Arkansas Freedom of Information Act as the information meets the exemption for records that "if disclosed would give advantage to competitors."
8. The City shall have the right to conduct an audit of Hauler's customer files and records for all customers located within the City, provided that such audit privilege shall be limited to once per calendar quarter. The audit may be conducted by City staff or by a third-party external auditor chosen by the City. If such audit reveals the Hauler should have paid at least 5% more than reported, the cost of the audit and the discrepancy shall be paid by the Hauler to the City within 30 days of the City providing the audit results to the Hauler. Payments received after the due date shall be assessed a 10% penalty per month. During such audit, the City may review and obtain certain trade secret information, including rates, frequency of service, customer lists, and other customer information ("Confidential Information"). This information shall not be divulged to any third party (not including any third-party external auditor) by the City, its employees, officers, or elected officials without the express written consent of the Hauler, or as otherwise required by law.

The City asserts this information is exempt from disclosure under the Arkansas Freedom of Information Act as the information meets the exemption for records that "if disclosed would give advantage to competitors." Any Confidential Information provided by Hauler to the City or the third-party external auditor will only be reviewed by City financial staff and will not be made available to City solid waste staff.

9. The City will advise Hauler of any request for information which the City, at the City's sole discretion, determines to be non-disclosable or otherwise subject to an exemption from disclosure under the Arkansas Freedom of Information Act. If a court of competent jurisdiction determines that said requested information is disclosable or otherwise is not exempt from disclosure under the Arkansas Freedom of Information Act, the City will comply with said finding and notify Hauler. Discovery requests made to the City during the course of any litigation, or any other subpoena or court order issued to the City for information or records related to Hauler and this Agreement, shall be promptly made known to Hauler.
10. Hauler agrees and understands that it shall submit to the City by June 30th on an annual basis: (i) a list of all commercial vehicles used to provide services in the City; (ii) proof of appropriate vehicle registration; (iii) and proof of the insurance required in the Agreement.
11. Hauler agrees and understands that it shall provide by June 30th on an annual basis: (i) a list of vehicle operators collecting and hauling waste in the City of Fayetteville; (ii) proof of their valid and appropriate commercial drivers' licenses; (iii) and the provision, maintenance, and implementation of a plan to ensure that the vehicle operators maintain their commercial driver's licenses in accordance with applicable federal and state laws.
12. Hauler agrees that it shall provide by June 30th on an annual basis copies of valid and current hauling and disposal permits from the Arkansas Department of Environmental Quality, the Solid Waste District with jurisdiction, and any local permitting agency.
13. Hauler agrees that it shall comply with all federal, state and local laws applicable to the safety, environmental and transportation matters related to providing solid waste collection services under this Agreement. Hauler agrees that all open-top roll-off style containers will be properly covered during transit on streets and highways within Fayetteville.
14. The City reserves the right to inspect all vehicles and containers to ensure that the vehicles are safe and well-maintained and that all containers are well-maintained and water tight, if necessary.
15. If Hauler utilizes the City's transfer station, Hauler agrees and understands that it shall be required to establish an individual credit or service relationship with the City of Fayetteville transfer station operator. Hauler agrees that it shall comply with all practices, policies and procedures as established by the transfer station operator from time to time. Any tipping fee deposits required by the transfer station or landfill operators shall be refunded, less any unpaid tipping fees, when the Hauler ceases hauling activities governed by this Agreement.
16. This Agreement has been entered into freely and voluntarily by Hauler which agrees to abide by all of the terms and conditions as a matter of contractual obligation pursuant to applicable City ordinances. This is a contractual Agreement and is not intended to be part of or relate in any way to any license or ordinance created pursuant to A.C.A. §26-77-102.

17. Neither this Agreement, nor any rights or obligations hereunder may be assigned or transferred to any third part or affiliate.
18. For the purpose of this contract, the Point of Contact for the City of Fayetteville shall be the City's Environmental Director. The Point of Contact for the Hauler shall be Derrick Shuck 661-623-6893. Communications pertaining to day-to-day aspects of this contract shall be through these individuals. Either party may change its designated Point of Contact upon ten (10) days prior written notice to the other party.
19. Hauler agrees to protect, indemnify, defend and save harmless the City, its officials, officers, employees, agents, subcontractors, representatives and assigns from any loss, claim, liability, penalty, fine, forfeiture, demand cause of action, suit and costs and expenses incidental thereto (including costs of defense, settlement and reasonable attorneys' fees), to the extent caused by (i) Hauler's breach of any term, condition, covenant or warranty contained in this Agreement, or (ii) Hauler's negligent act or omission or willful misconduct related to the delivery of waste to the City transfer station or a properly licensed landfill facility.
20. Insurance: Hauler shall maintain the following insurance coverage during the term of this Agreement:
- Hauler shall provide and maintain, during the term of this Agreement, comprehensive general liability insurance, to protect against all claims arising out of the performance of its services hereunder that result in bodily injury, death or property damage. The policy or policies shall contain a clause that the insurer will not cancel or decrease the insurance coverage without first giving the City sixty (60) days notice in writing.
 - Upon written request, Hauler shall furnish the City with evidence that the insurance required of it is in force.
 - City will be added as an additional insured on General Liability and Auto Liability policies.
 - The types of coverage and limits of liability of all insurance required herein shall be as follows:

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

21. Termination:

- a) Except as otherwise provided herein, if Hauler breaches this Agreement or defaults in the performance of any of the requirement or conditions contained herein, and such breach continues for fifteen (15) days after the City has given the Hauler written notice of such breach or default, the City may: (i) terminate this Agreement no sooner than thirty (30) days after the date of written notice of such breach or default; (ii) cure the breach or default at the expense of the Hauler; and/or (iii) exercise any right or remedy to which it may be entitled by law.
- b) The City may terminate this Agreement upon written notice to the Hauler if the Hauler makes an assignment for the benefit of creditors, or files a voluntary petition in bankruptcy, receivership or insolvency, or files an answer in any involuntary proceeding of that nature admitting the material allegations of the petition, or if a proceeding in bankruptcy, receivership or insolvency shall be instituted and such proceeding is not dismissed within sixty (60) days.
- c) In the event that this Agreement is terminated for any reason, any amounts payable to the City by Hauler for services rendered for any reason whatsoever shall become immediately due and payable as of the date of such termination.

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

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

GFL Environmental
Attn: Derrick Shuck
848 E Highway 264
Springdale, AR 72764

23. Hauler agrees and understands that this Agreement and documents submitted to the City pursuant hereto are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the City of Fayetteville requesting such non-exempt documents, such non-exempt documents shall be provided in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (Ark. Code Ann. § 25-19-101 et seq.). Only legally authorized photocopying costs may be assessed for this compliance.
24. This Agreement shall be interpreted according to and enforced under the laws of the State of Arkansas. Capitalized terms herein shall have the same meaning as set forth in ADEQ Reg. No. 22.
25. A waiver by either party of any of the terms or conditions herein shall be limited to that particular instance, and shall not be construed as a general waiver of either party's right to seek appropriate remedies for any other breaches by either party.
26. Each paragraph of the Agreement is severable from all other paragraphs. In the event any court of competent jurisdiction determines that any paragraph or subparagraph is invalid or unenforceable for any reason, all remaining paragraphs and subparagraphs shall remain in full force and effect.

27. This contract constitutes the entire understanding of the parties and no Notification or variation of the terms of this contract shall be valid unless made in writing and signed by the duly authorized agents of the City of Fayetteville and the Hauler.
28. Each of the undersigned warrants that he or she has the full right, power, and authority to execute this contract on behalf of the party indicated for the purposes herein contained.
29. To the extent a definition or a specific term is not provided herein but is nonetheless required by the context, it is the intention of the parties to incorporate herein the definitions contained in applicable law and regulation in effect as the date hereof, except to the extent subsequent law or regulation shall expressly or implicitly mandate a revised definition.
30. The obligations of the parties to this Agreement, which by their nature would continue beyond the termination, cancellation or expiration of this Agreement, shall survive the termination (for any reason), cancellation or expiration of this Agreement.

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

CITY OF FAYETTEVILLE



By: _____
MOLLY RAWN, Mayor

By: Michael Williams, General Manager
NAME, Title

ATTEST:

WITNESS:

By: _____
KARA PAXTON, City Clerk/Treasurer

By: Jayme A. Land
Jayme A. Land



MEETING OF FEBRUARY 17, 2026

TO: Mayor Rawn and City Council
THROUGH: Keith Macedo, Chief of Staff
FROM: Tim Nyander, Utilities Director
SUBJECT: Calara Land (AR), LLC – Owl Creek Sewer Lift Station (Lift Station 22) Cost Share

RECOMMENDATION:

Staff recommends approval of a bid waiver resolution to authorize a cost share agreement with Calara Land (AR), LLC in an amount not to exceed \$898,746.95 for upgrades to the Owl Creek Sewer Lift Station (Lift Station 22), approval of a project contingency in the amount of \$44,937.35, and approval of a budget adjustment.

BACKGROUND:

The Owl Creek Sewer Lift Station is located at 630 N. Double Springs Road and serves a basin along the Wedington corridor east to Ruppel Road. This lift station was identified as needing capital upgrades in approximately 2030. However, due to development in this basin, upgrades are needed sooner. A group of developers led by Calara Land (AR), LLC has approached the City with a cost share proposal to expedite this needed improvement.

DISCUSSION:

The existing firm capacity of the lift station is 0.9 million gallons per day (MGD) and the 2030 target flow from master planning was 1.8 MGD based on the most recent master plan completed in 2020. Updated modeling, however, agrees with the development team's proposal to upgrade the station to a capacity of 2.4 MGD. The proposal is for the increased capacity to be split between the development group and the City. The existing flows and excess capacity available would be the City's portion at 83.39% of construction costs. All professional services and engineering costs would be borne by Calara Land (AR), LLC.

Section 51.113 of the Fayetteville City Code states that "the city shall pay the excess material cost of facilities of a size larger than required to serve subdivisions when such excess size is specified and required by the Water and Wastewater Director for the general benefit of the sewerage system." The City's portion of this cost share is 83.39% because the majority of the capacity improvements were already needed at this sewer lift station as they are recommended in the City's wastewater collection system master plan improvements. Formal competitive bidding is not feasible or practical in this situation because this represents a unique opportunity for the City to upgrade its sewer lift station while utilizing the developer's contractor that will be on site to perform these upgrades.

Calara obtained three competitive bids for this construction and received a low bid of \$1,077,763.46 from NEC, Inc. Based on this bid, the City's portion would be \$898,746.95, funded through available Wastewater Impact Fee funds. A \$44,937.35 contingency is also requested by staff in the event additional costs are discovered during construction outside the original scope of work.

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov

BUDGET/STAFF IMPACT:

Funds will be moved from the Wastewater Impact Fee Improvements account to the Water & Sewer Cost Sharing account to cover the cost of the City's portion of the lift station upgrades.

ATTACHMENTS: 3. Staff Review Form, 4. Budget Adjustment, 5. Cost Share Agreement, 6. Exhibit A - Cost Share Request Letter and Area Map, 7. Exhibit B - Construction Bids

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 #: 2026-117

A RESOLUTION TO WAIVE FORMAL COMPETITIVE BIDDING AND APPROVE A COST SHARE AGREEMENT WITH CALARA LAND (AR), LLC FOR UPGRADES TO THE OWL CREEK SEWER LIFT STATION WITH A REFUND TO BE PAID BY THE CITY IN AN AMOUNT NOT TO EXCEED \$898,746.95, TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$44,937.35, AND TO APPROVE A BUDGET ADJUSTMENT

WHEREAS, several residential developments and one non-residential development are being proposed in the vicinity of Double Springs Road near Owl Creek, an area that is part of sanitary sewer Basin I-15(B); and

WHEREAS, Calara Land (AR), LLC would be required to construct a lift station to provide sewer service for its developments but has proposed to partner with other developers to construct upgrades to Lift Station 22 located at 630 North Double Springs Road, which aligns with recommendations in the City's Wastewater Master Plan Update; and

WHEREAS, rather than requiring a new lift station to be constructed, the City's Utilities Department also recommends upgrading Lift Station 22 based on the improvements outlined in the Wastewater Master Plan Update, and to accommodate the increased flows from this and other developments; and

WHEREAS, § 51.113(B) of the Fayetteville City Code provides that "the city shall pay the excess material cost of facilities of a size larger than required to serve subdivisions when such excess size is specified and required by the Water and Wastewater Director for the general benefit of the sewerage system"; and

WHEREAS, the total cost of the project is estimated to be \$1,077,763.46, 83.39% of which would be the responsibility of the City with Calara contributing 16.61%, which is the proportion of the construction cost that can be attributed to the impact of its developments and the full cost of professional services and engineering costs will be borne by Calara; and

WHEREAS, this represents a unique opportunity for the City to upgrade its sewer lift station while utilizing the developer's engineer to design the upgrades and the developer's contractor that will be on site to construct the upgrades.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby determines an exceptional situation exists in which competitive bidding is deemed not feasible or practical and therefore waives the requirements of formal competitive bidding and authorizes Mayor Rawn to sign a cost share agreement

with Calara Land (AR), LLC in the total amount of \$1,077,763.46 for upgrades to the Owl Creek Sewer Lift Station, with a refund to Calara by the City in the amount of \$898,746.95, and further approves a project contingency in the amount of \$44,937.35.

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

City of Fayetteville Staff Review Form

2026-117

Item ID

2/17/2026

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

Tim Nyander

1/22/2026

WATER SEWER (720)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends approval of a cost share agreement with Calara Land (AR), LLC in an amount not to exceed \$898,746.95 for upgrades to the Owl Creek Sewer Lift Station (Lift Station 22), approval of a project contingency in the amount of \$44,937.35, and approval of a budget adjustment.

Budget Impact:

5400.720.5700-5815.00

Water and Sewer

Account Number

Fund

04039.2601

Water & Sewer Cost Sharing - Owl Creek Lift Station

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 1,393,942.00

Expenses (Actual+Encum)

\$ 519,358.12

Available Budget

\$ 874,583.88

Does item have a direct cost? Yes

Item Cost

\$ 943,684.30

Is a Budget Adjustment attached? Yes

Budget Adjustment

\$ 943,685.00

Remaining Budget

\$ 874,584.58

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:

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

A budget adjustment is needed in the Water and Sewer Cost Share project for the Owl Creek Sewer Lift Station (LS 22) upgrades. The Owl Creek Sewer Lift Station upgrade expenditures will be a cost share with Clara Land (AR), LLC. The upgrades will increase capacity. Budgeted impact fee funds need to be transferred and utilized for this project.

	COUNCIL DATE:	2/17/2026
	ITEM ID#:	2026-117
	Holly Black	
	1/28/2026 4:02 PM	
	Budget Division	Date
	TYPE:	D - (City Council)
	JOURNAL #:	
	GLDATE:	
	CHKD/POSTED:	/
RESOLUTION/ORDINANCE		

1 of 1

CONTRACTUAL AGREEMENT FOR COST SHARE
OF SEWER LIFT STATION UPGRADE COSTS

This Agreement, made and entered into on this _____ day of February, 2026, by and between the City of Fayetteville, Arkansas (“City”) and Calara Land (AR), LLC (“Calara”), witnesseth:

WHEREAS, several residential developments and one non-residential development are being proposed in the vicinity of Double Springs Road near Owl Creek, an area that is part of sanitary sewer Basin I-15(B); and

WHEREAS, Calara would be required to construct a lift station to provide sewer service for its developments but has proposed to partner with other developers to construct upgrades to Lift Station 22 located at 630 North Double Springs Road, which aligns with recommendations in the City’s Wastewater Master Plan Update; and

WHEREAS, rather than requiring a new lift station to be constructed, the City of Fayetteville Utilities Department also recommends upgrading Lift Station 22 based on the improvements outlined in the Wastewater Master Plan Update, and to accommodate the increased flows from the developments with Calara contributing a portion of the cost that can be attributed to the impact of its developments; and

WHEREAS, Calara has secured three bids for the total cost of the work, excluding any project contingency, with the low bid being **\$1,077,763.46**, 83.39% of which would be the responsibility of the City, as shown in the cost share request letter and construction bids attached hereto as Exhibits A and B and made a part hereof.

NOW, THEREFORE, the City of Fayetteville, Arkansas and Calara Land (AR), LLC agree as follows:

1. The City of Fayetteville, Arkansas agrees to:
 - A. Reimburse Calara Land (AR), LLC for 83.39% of the cost to upgrade Lift Station 22 in the area identified in Exhibit “A” up to a maximum-not-to-exceed amount of **\$898,746.95**, as was quoted in the low-bid received by Calara from NEC, Inc. and shown on Exhibit “B”, attached.
 - B. Payments due to Calara Land (AR), LLC, shall be remitted within sixty (60) days after receipt of valid invoices
2. Calara Land (AR), LLC agrees to:
 - A. Provide the necessary and normal project management, inspection, and testing as necessary for a complete and acceptable sewer lift station upgrade,

including submittal of plans and specifications to the City's Engineering Department, per the City's standard procedures.

- B. Provide a copy of the invoices from the Contractor and copies of cancelled checks paid to the Contractor, or other proof of payment, upon City approval of the sewer lift station upgrade.
 - C. Pay for the sewer lift station upgrade (with reimbursement of 83.39% of the cost by the City of Fayetteville in a not-to-exceed amount of **\$898,746.95**).
3. It is further understood that the contract for construction is between Calara and its contractor and that the City has no contractual obligation with either the Contractor or any agent for Calara. The City's only obligation shall be to participate in this agreement and pay 83.39% of the cost with a not-to-exceed amount of **\$898,746.95**, plus any project contingency approved by the Fayetteville City Council for the sewer lift station upgrade.

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

CALARA LAND (AR), LLC

CITY OF FAYETTEVILLE, ARKANSAS

Signed by:
By: Don Draper
22FB35812038440
DON DRAPER, Manager

By: _____
MOLLY RAWN, Mayor

WITNESS:

ATTEST:

Signed by:
By: Jesse Fulcher
83A7F106A3CC4BC...

By: _____
KARA PAXTON, City Clerk

December 29, 2025

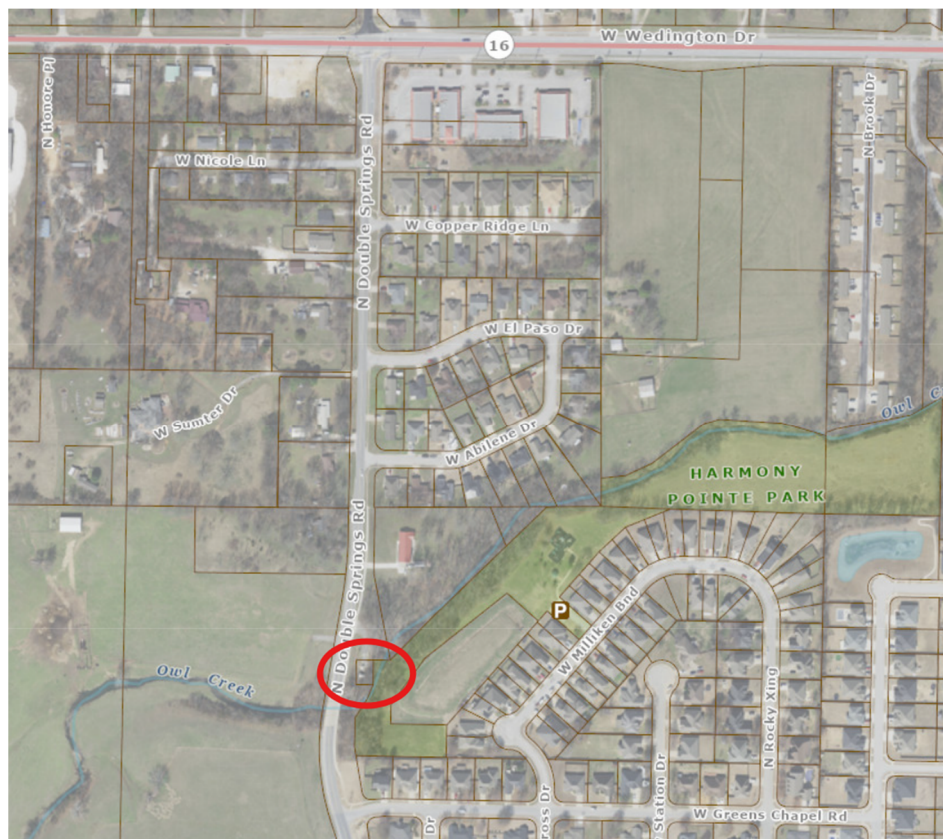
Water, Sewer, and Solid Waste Committee
Fayetteville, AR

RE: Lift Station #22 Upgrade Cost-Share

To whom it may concern,

Crafton Tull has been working with Fayetteville Engineering, alongside developers with prospective developments within Basin I-15(B) to upgrade Lift Station #22. This lift station is located along Double Springs Rd near Owl Creek and the Legacy Point Phase 1 Subdivision as shown in Exhibit 1, below.

Exhibit 1



This lift station was initially intended to be upgraded based on the recommendations outlined in the Wastewater Master Plan Update, Dated December 2021. In this report, it stated that the existing firm capacity was 0.9 MGD and it needed to be increased to 1.8 MGD.



Lift Station Summary:

- Existing Firm Capacity: 0.9 MGD (625 gpm)
- Wastewater Master Plan - 2030 Proposed Firm Capacity: 1.8 MGD (1,250 gpm)
- Updated 2030 Model (provided by RJN): 2.4 MGD – 2.5 MGD
- Proposed Lift Station Upgrade: 2.4 MGD (1667 gpm). This is likely the maximum upgrade possible to this lift station, without additional wet well capacity of a parallel force main to the West Side Wastewater Treatment Plant.

Upcoming Residential Developments within Basin I-15(B)

Subdivision Name	# of Houses
Irish Bend	38
Meadowlands Heights	17
Kidder Townhomes	68

Upcoming Non-Residential Developments within Basin I-15(B)

Business Name	# of persons
Wedington Day Care Center	192

All of the above developers have created one entity for the cost-share with the city, Calara Land (AR) LLC. They will have their own separate cost-share for their portion of the cost-share with the city.

Cost Share Information

The cost share was broken down based on average flow at Fayetteville Engineering's Request. Please note that Surveying, Engineering, and Construction Administration is being paid for by the developers, not the City of Fayetteville.

- Existing Average Flow 0.23 MGD
- Ex Avg Flow + Known Dev Avg Flow: 0.248 MGD
- Updated 2030 Model Avg Flow: 0.3384 MGD
- Net Avg Flow Change: 0.1084 MGD

Proposed Developer Portion: 16.61% $\{(0.248 \text{ MGD} - 0.23 \text{ MGD}) / 0.1084 \text{ MGD}\}$

Proposed City Portion: 83.39%

2.4 MGD Lift Station Upgrade - Simplified Cost Comparison	
General Conditions	\$100,000.00
Pump Around Sewer for Duration of Project	\$73,410.83
Demo Existing Electric and Top of Slab of Lift Station	\$36,412.29
Clean and Epoxy Existing Lift Station	\$51,999.88
Plumbing All New Rails and Piping in Lift Station	\$625,739.95
Pour New Top on Lift Station	\$29,909.49
New Electrical To Control Box	\$160,291.02
Total	\$1,077,763.46

A	Existing Avg Flow	0.23 MGD	
B	Existing Avg Flow + Known Dev Flow	0.248 MGD	
C	Dry Weather Condition of 2.4 MGD	0.3384 MGD	
	Added Capacity (C-A)	0.1084 MGD	
	Developer Portion (B-A)/D	\$178,964.41	16.61%
	City Portion (1 - Developer Portion)	\$898,799.05	83.39%



2425 S. 5th Place
Rogers, AR 72758

To: Calara Group Address: Fayetteville, AR 72701	Contact: Erick Richey Phone: Fax:
Project Name: Irish Bend Lift Station #22 Rehab 11-20-25 Project Location:	Bid Number: Bid Date: 11/20/2025

We appreciate the chance to bid this work with you. Please call with any questions for clarification.

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1	Pump Around Sewer For Duration Of Project	1.00	LS	\$73,410.83	\$73,410.83
2	Demo Existing Electric And Top Slab Of Lift Station	1.00	LS	\$36,412.29	\$36,412.29
3	Clean And Epoxy Existing Lift Station	1.00	LS	\$51,999.88	\$51,999.88
4	Pumbing All New Rails And Piping In Lift Station	1.00	LS	\$625,739.95	\$625,739.95
5	Pour New Top On Lift Station	1.00	EACH	\$29,909.49	\$29,909.49
6	New Electrical To Control Box	1.00	LS	\$160,291.02	\$160,291.02
7	General Conditions	1.00	LS	\$100,000.00	\$100,000.00

Total Bid Price: \$1,077,763.46

Payment Terms:

N.E.C., Inc. does not accept the risk of Customer's receipt of payments from any source. Payment in full for all work performed hereunder during any month shall be made not later than the tenth (10) day of the next month following submittal of payment application. N.E.C., Inc.'s schedule of values shall be used to determine progress payments.

Final and complete payment for all work performed hereunder shall be made not later than fifteen (30) days after the completion of such work. If testing is required, payment is due fifteen (30) days from the day in which testing was performed.

All sums not paid when due shall bear interest at the rate allowable in the state of Arkansas per month from due date until paid or the maximum rate permitted by law whichever is less; and all costs of collection, including attorney's fee, shall be paid by Customer.

If the above meets with your (Customer) acceptance, please sign and return this proposal. Upon timely receipt of the proposal, signed by you (Customer), N.E.C., Inc. will sign it and return a copy to you. When signed by both parties, this proposal including the Terms and Conditions constitute an agreement between us.

ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted. Buyer: _____ Signature: _____ Date of Acceptance: _____	CONFIRMED: N.E.C., Inc. Authorized Signature: _____ Estimator: _____
---	---

EXHIBIT B



2425 S. 5th Place
Rogers, AR 72758

To: Calara Group	Contact: Erick Richey
Address: Fayetteville, AR 72701	Phone:
	Fax:
Project Name: Irish Bend Lift Station #22 Rehab 11-20-25	Bid Number:
Project Location:	Bid Date: 11/20/2025

We appreciate the chance to bid this work with you. Please call with any questions for clarification.

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1	Pump Around Sewer For Duration Of Project	1.00	LS	\$73,410.83	\$73,410.83
2	Demo Existing Electric And Top Slab Of Lift Station	1.00	LS	\$36,412.29	\$36,412.29
3	Clean And Epoxy Existing Lift Station	1.00	LS	\$51,999.88	\$51,999.88
4	Pumbing All New Rails And Piping In Lift Station	1.00	LS	\$625,739.95	\$625,739.95
5	Pour New Top On Lift Station	1.00	EACH	\$29,909.49	\$29,909.49
6	New Electrical To Control Box	1.00	LS	\$160,291.02	\$160,291.02
7	General Conditions	1.00	LS	\$100,000.00	\$100,000.00

Total Bid Price: \$1,077,763.46

Payment Terms:

N.E.C., Inc. does not accept the risk of Customer's receipt of payments from any source. Payment in full for all work performed hereunder during any month shall be made not later than the tenth (10) day of the next month following submittal of payment application. N.E.C., Inc.'s schedule of values shall be used to determine progress payments.

Final and complete payment for all work performed hereunder shall be made not later than fifteen (30) days after the completion of such work. If testing is required, payment is due fifteen (30) days from the day in which testing was performed.

All sums not paid when due shall bear interest at the rate allowable in the state of Arkansas per month from due date until paid or the maximum rate permitted by law whichever is less; and all costs of collection, including attorney's fee, shall be paid by Customer.

If the above meets with your (Customer) acceptance, please sign and return this proposal. Upon timely receipt of the proposal, signed by you (Customer), N.E.C., Inc. will sign it and return a copy to you. When signed by both parties, this proposal including the Terms and Conditions constitute an agreement between us.

ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted. Buyer: _____ Signature: _____ Date of Acceptance: _____	CONFIRMED: N.E.C., Inc. Authorized Signature: _____ Estimator: _____
---	---



To:	NWA LD, LLC	Contact:	Erick Richey
Address:	4058 N College Ave., Suite 300 Fayetteville, AR 72703	Phone:	479-903-1812
Project Name:	Lift Station #22 Upgrades	Fax:	
Project Location:	Double Springs Rd., Fayetteville, AR	Bid Number:	GZ-2025154
		Bid Date:	11/20/2025

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
Base Bid					
001	Lift Station #22 Improvements	1.00	LS	\$1,207,000.00	\$1,207,000.00
Total Price for above Base Bid Items:					\$1,207,000.00

Total Bid Price: \$1,207,000.00

Notes:

- The above prices do not include Performance and Payment Bond. Add 1.5% if bond is required.
- The above prices do not include Permits.
- The above prices are firm for 45 days.
- SWPPP NOT included.
- One Mobilization is included in pricing.
- The above prices are based on plans and specifications provided.

Payment Terms:

Payment due within 15 days of invoice, regardless of when payment is made by Owner.

ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted. Buyer: _____ Signature: _____ Date of Acceptance: _____	CONFIRMED: Ground Zero Construction, INC. Digitally signed by Herbert Harris Date: 2025.12.05 12:23:14-06'00' Authorized Signature: <u>Herbert Harris</u> Estimator: Herbert Harris (479) 957-2966 Herb@groundzeronwa.com
--	--

Liftstation re-build ONLY
Bid Table



	Item	Unit	Quantity	Price	Total
Liftstation Demo and Re-build					
#1	Site Mobilization	LS	1	40,000	\$40,000.00
#2	Combined bonds cost estimates	LS	1	65000	\$65,000.00
#3	Rock Excavation if required	CY		250	\$0.00
#4	Existing Liftstation Demo	LS	1	100000	\$100,000.00
#5	Proposed Pump around	LS	2	30000	\$60,000.00
#6	Complete Liftsation re-build above & below	LS	1	990,000	\$990,000.00
				Total Construction Cost	\$1,255,000.00



MEETING OF FEBRUARY 17, 2026

TO: Mayor Rawn and City Council
THROUGH: Keith Macedo, Chief of Staff
FROM: Tim Nyander, Utilities Director
SUBJECT: **RJN Group, Inc. - 2026 Wastewater Collection System Master Plan**

RECOMMENDATION:

Staff recommends approval of an agreement with RJN Group, Inc. in an amount not to exceed \$843,610.00 for engineering services associated with Phase I of the 2026 Wastewater Collection System Master Plan, approval of a project contingency in the amount of \$160,380.00, and approval of a budget adjustment, pursuant to RFQ 25-01, Selection #13.

BACKGROUND:

On September 2, 2025 the City of Fayetteville formally selected RJN Group, Inc. via RFQ 25-01, Selection #13 to develop a scope and fee for the City's Wastewater Collection System Master Plan. Staff worked with RJN to develop a comprehensive scope for flow monitoring, inflow/infiltration analysis, and model update, calibration, and validation activities to support CIP planning and optimization based on Fayetteville's growth and densification. The Arkansas Department of Health, and industry best practices, recommend updating master plans every 5 years for systems like Fayetteville experiencing significant change and growth. The last update to this plan was completed in 2020.

A wastewater collection system hydraulic model is only accurate when field-verified and calibrated using both dry and wet-weather flow monitoring (measuring the actual flow in the pipes). A significant portion of the effort needed in this model update is placing and maintaining flow monitors in strategic locations throughout the City in the Spring of 2026. The model will also be updated to include all changes and additions in the wastewater system due to new developments and capital improvement projects. This study will determine future capacity upgrades required and provide capital project cost estimating.

DISCUSSION:

Phase 1 includes the flow monitoring, infiltration and inflow analysis, a sewer model update, calibration, and validation activities required to support the CIP optimization effort. The not-to-exceed fee for this phase is \$843,610.00. A project contingency is also recommended in the amount of \$160,380.00 for additional flow monitoring time this spring, in the event that conditions are very dry and acceptable data has not been recorded.

Phase 2 focuses primarily on the optimization and capital planning tasks, which will mostly occur in 2027 after Phase 1 is completed. The fee for Phase 2 will be brought forward through a future amendment to this contract and is expected to be \$453,770.00.

BUDGET/STAFF IMPACT:

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov

Funds will be moved into the Sanitary Sewer Rehabilitation account to cover the cost of this engineering services agreement.

ATTACHMENTS: 3. Staff Review Form, 4. Budget Adjustment, 5. Agreement



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2026-221

A RESOLUTION TO APPROVE A PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH RJN GROUP, INC., PURSUANT TO RFQ #25-01 SELECTION #13, IN AN AMOUNT NOT TO EXCEED \$843,610.00 FOR PHASE I OF THE 2026 WASTEWATER COLLECTION SYSTEM MASTER PLAN, TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$160,380.00, AND TO APPROVE A BUDGET ADJUSTMENT

WHEREAS, on September 2, 2025, the City formally selected RJN Group, Inc. to develop a scope and fee for the City's Wastewater Collection System Master Plan; and

WHEREAS, staff worked with RJN to develop a comprehensive scope for Phase 1 of the project, which includes flow monitoring, inflow/infiltration analysis, and model update, calibration, and validation activities to support CIP planning and optimization based on Fayetteville's growth and densification.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes Mayor Rawn to sign a professional engineering services agreement with RJN Group, Inc. for Phase I of the 2026 Wastewater Collection System Master Plan, pursuant to RFQ #25-01 Selection #13, in an amount not to exceed \$843,610.00, and further approves a project contingency in the amount of \$160,380.00.

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

City of Fayetteville Staff Review Form

2026-221

Item ID

2/17/2026

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

Tim Nyander

1/28/2026

WATER SEWER (720)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends approval of an agreement with RJN Group, Inc. in an amount not to exceed \$843,610.00 for engineering services associated with Phase I of the 2026 Wastewater Collection System Master Plan, approval of a project contingency in the amount of \$160,380.00, and approval of a budget adjustment.

Budget Impact:

5400.720.5700-5314.00

Water and Sewer

Account Number

Fund

02017.2601

Sanitary Sewer Rehabilitation

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 3,893,100.00

Expenses (Actual+Encum)

\$ 262,973.90

Available Budget

\$ 3,630,126.10

Does item have a direct cost? Yes

Item Cost

\$ 1,003,990.00

Is a Budget Adjustment attached? Yes

Budget Adjustment

\$ 425,226.00

Remaining Budget

\$ 3,051,362.10

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments: RFQ 25-01

City of Fayetteville, Arkansas - Budget Adjustment (Agenda)

Budget Year	Division /Org2	Adjustment Number
2026	WATER SEWER (720) Requestor: Cheryl Partain	

BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION:

A budget adjustment is needed in the Sanitary Sewer Rehabilitation project to cover the agreement with RJN Group, Inc. Agreement is for engineering services associated with Phase I of the 2026 Wastewater Collection System Master Plan. Budgeted funds from multiple capital projects need to be moved to cover the cost of this project. Some budgeted funds being moved are cost savings from other completed projects.

RESOLUTION/ORDINANCE	COUNCIL DATE:	2/17/2026
	ITEM ID#:	2026-221
	<i>Holly Black</i>	
	<i>1/29/2026 10:59 AM</i>	
	Budget Division	Date
	TYPE:	D - (City Council)
	JOURNAL #:	
	GLDATE:	
	CHKD/POSTED:	/

TOTAL		-					v.202615
Account Number	Increase / (Decrease)		Project.Sub#		AT	Account Name	
	Expense	Revenue	Project	Sub.Detl			
5400.720.5700-5314.00	843,610	-	02017	2601	EX	Professional Services	
5400.720.5700-5911.99	160,380	-	02017	2601	EX	Contingency - Capital Project	
5400.720.5700-5815.00	(578,764)	-	02017	1	EX	Improvements - Sewer	
5400.720.5600-5810.00	(14,274)	-	10006	1	EX	Easements	
5400.720.5600-5808.00	(4,179)	-	10006	1	EX	Improvements - Water Line	
5400.720.5600-5314.00	(4,383)	-	10006	1	EX	Professional Services	
5400.720.5600-5314.04	(2,221)	-	10006	1	EX	Professional Services - Engineering Contra	
5400.720.5600-5301.00	(300)	-	10006	1	EX	Public Notification	
5400.720.1840-5801.00	(200,000)	-	15019	1	EX	Fixed Assets	
5400.730.5800-5314.00	(73,286)	-	13018	1	EX	Professional Services	
5400.730.5800-5314.00	(26,714)	-	13018	1501	EX	Professional Services	
5400.720.5600-5808.00	(93,762)	-	17004	1	EX	Improvements - Water Line	
5400.720.5600-5314.00	(6,107)	-	17004	1	EX	Professional Services	
	-	-					
	-	-					
	-	-					
	-	-					



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January 27, 2026

Mr. Corey Granderson, P.E.
Utilities Engineer
City of Fayetteville, Arkansas
2435 Industrial Dr
Fayetteville, AR 72701

Subject: City of Fayetteville – 2026 Wastewater Collection System (WWCS) Master Plan, Phase 1

Dear Mr. Granderson:

RJN Group (RJN) appreciates the opportunity to submit this proposal for the City of Fayetteville's (City) 2026 Wastewater Collection System (WWCS) Master Plan, Phase 1.

The goal of the WWCS Master Plan is to use data-driven analysis to understand system performance, identify current and future capacity constraints, and guide cost-effective capital improvements that ensure reliable service for the City's current and future customers. Phase 1 of the WWCS Master Plan includes the following:

- system-wide flow and rainfall monitoring,
- inflow and infiltration (I/I) analysis,
- model network updates,
- model calibration and validation,
- future growth augmentation, and
- reporting of the Phase 1 tasks.

In Phase 2 of this project, WCS Engineering, as a subconsultant to RJN, will assist in a CIP optimization effort to identify the most cost-effective improvement strategies and perform a sensitivity analysis under varying levels of service to understand the capital costs associated with implementing a new level of service.

The combination of these efforts will provide the City with a valuable decision-making tool to support long-term budgetary planning and ensure that the wastewater collection system continues to serve its customers as the City continues to grow.

Phase 1 will be invoiced on a unit price and lump sum, percent complete basis for a total not-to-exceed fee of \$843,610.00. Complete Scope of Services, Pricing, Schedule, and Map are provided in the following exhibits:

- Exhibit A – Scope of Services
- Exhibit B – Project Map
- Exhibit C – Pricing
- Exhibit D – Project Schedule

We are looking forward to the opportunity to work with the City on this important project. It is our pleasure to submit this proposal to you. Please feel free to contact Daniela Lopez at (214) 422-4919 if you would like to discuss this proposal or have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read 'Daniela Lopez'.

Daniela Lopez, P.E.
National Practice Leader

A handwritten signature in black ink, appearing to read 'Colton Bryant'.

Colton Bryant, P.E.
Project Manager

AGREEMENT
For
PROFESSIONAL ENGINEERING SERVICES
Between
CITY OF FAYETTEVILLE, ARKANSAS
And
RJN Group, Inc.

THIS AGREEMENT is made as of _____, 2026, by and between City of Fayetteville, Arkansas, acting by and through its Mayor (hereinafter called CITY OF FAYETTEVILLE) and RJN Group (hereinafter called ENGINEER).

CITY OF FAYETTEVILLE requires professional engineering services in connection with the 2026 Wastewater Collection System Master Plan. Therefore, CITY OF FAYETTEVILLE and ENGINEER in consideration of their mutual covenants agree as follows:

ENGINEER shall serve as CITY OF FAYETTEVILLE's professional engineering consultant in those assignments to which this Agreement applies and shall give consultation and advice to CITY OF FAYETTEVILLE during the performance of ENGINEER's services. All services shall be performed under the direction of a professional engineer registered in the State of Arkansas and qualified in the particular field.

AUTHORIZATION OF SERVICES

- 1.1 Services on any assignment shall be undertaken only upon written Authorization of CITY OF FAYETTEVILLE and agreement of ENGINEER.
- 1.2 Assignments may include services described hereafter as Basic Services or as Additional Services of ENGINEER.
- 1.3 Changes, modifications or amendments in scope, price or fees to this contract shall **not** be allowed without a formal contract amendment approved by the Mayor and the City Council **in advance** of the change in scope, costs, fees, or delivery schedule.

BASIC SERVICES OF ENGINEER

- 2.1 Perform professional services in connection with the Project as hereinafter stated.
 - 2.1.1 The Scope of Services to be furnished by ENGINEER during the Project and is included in Exhibit A attached hereto and made part of this Agreement.
- 2.2 ENGINEER shall coordinate their activities and services with the CITY OF FAYETTEVILLE. ENGINEER and CITY OF FAYETTEVILLE agree that ENGINEER has full responsibility for the engineering services.

RESPONSIBILITIES OF CITY OF FAYETTEVILLE

- 3.1 CITY OF FAYETTEVILLE shall, within a reasonable time, so as not to delay the services of ENGINEER.
 - 3.1.1 Provide full information as to CITY OF FAYETTEVILLE's requirements for the Project.
 - 3.1.2 Assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to the assignment including previous reports and any other data relative thereto.
 - 3.1.3 Assist ENGINEER in obtaining access to property reasonably necessary for ENGINEER to perform its services under this Agreement.
 - 3.1.4 Examine all studies, reports, sketches, cost opinions, proposals, and other documents presented by ENGINEER and render in writing decisions pertaining thereto.
 - 3.1.5 The Utilities Director is the CITY OF FAYETTEVILLE's 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 CITY OF FAYETTEVILLE's 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.
 - 3.1.6 CITY OF FAYETTEVILLE and/or its representative will review all documents and provide written comments to ENGINEER in a timely manner.

PERIOD OF SERVICE

- 4.1 This Agreement will become effective upon the first written notice by CITY OF FAYETTEVILLE authorizing services hereunder.
- 4.2 The provisions of this Agreement have been agreed to in anticipation of the orderly progress of the Project through completion of the services stated in the Agreement. ENGINEER will proceed with providing the authorized services immediately upon receipt of written authorization from CITY OF FAYETTEVILLE. Said authorization shall include the scope of the services authorized and the time in which the services are to be completed. The anticipated schedule for this project is included as Exhibit D.

PAYMENTS TO ENGINEER

- 5.1 The maximum not-to-exceed amount authorized for this Agreement is **\$843,610.00**. The CITY OF FAYETTEVILLE shall compensate ENGINEER based on a Unit Price or Lump Sum basis as described in Exhibit C.
- 5.2 Statements

5.2.1 Monthly statements for each calendar month shall be submitted to CITY OF FAYETTEVILLE or such parties as CITY OF FAYETTEVILLE may designate for professional services consistent with ENGINEER's normal billing schedule. Once established, the billing schedule shall be maintained throughout the duration of the Project. Applications for payment shall be made in accordance with a format to be developed by ENGINEER and approved by CITY OF FAYETTEVILLE. Applications for payment shall be accompanied each month by the updated project schedule as the basis for determining the value earned as the work is accomplished. Final payment for professional services shall be made upon CITY OF FAYETTEVILLE's approval and acceptance with the satisfactory completion of the study and report for the Project.

5.3 Payments

5.3.1 All statements are payable upon receipt and due within thirty (30) days. If a portion of ENGINEER's statement is disputed by CITY OF FAYETTEVILLE, the undisputed portion shall be paid by CITY OF FAYETTEVILLE by the due date. CITY OF FAYETTEVILLE shall advise ENGINEER in writing of the basis for any disputed portion of any statement. CITY OF FAYETTEVILLE will make reasonable effort to pay invoices within 30 days of date the invoice is approved, however, payment within 30 days is not guaranteed.

5.4 Final Payment

5.4.1 Upon satisfactory completion of the work performed under this Agreement, as a condition before final payment under this Agreement, or as a termination settlement under this Agreement, ENGINEER shall execute and deliver to CITY OF FAYETTEVILLE a release of all claims against CITY OF FAYETTEVILLE arising under or by virtue of this Agreement, except claims which are specifically exempted by ENGINEER to be set forth therein. Unless otherwise provided in this Agreement or by State law or otherwise expressly agreed to by the parties to this Agreement, final payment under this Agreement or settlement upon termination of this Agreement shall not constitute a waiver of CITY OF FAYETTEVILLE's claims against ENGINEER or his sureties under this Agreement or applicable performance and payment bonds, if any.

GENERAL CONSIDERATIONS

6.1 Insurance

6.1.1 During the course of performance of these services, ENGINEER will maintain (in United States Dollars) the following minimum insurance coverages:

<u>Type of Coverage</u>	<u>Limits of Liability</u>
Workers' Compensation Employers' Liability	Statutory \$500,000 Each Accident

Commercial General Liability Bodily Injury and Property Damage	\$1,000,000 Combined Single Limit
Automobile Liability: Bodily Injury and Property Damage	\$1,000,000 Combined Single Limit
Professional Liability Insurance	\$1,000,000 Each Claim

ENGINEER will provide to CITY OF FAYETTEVILLE certificates as evidence of the specified insurance within ten days of the date of this Agreement and upon each renewal of coverage.

- 6.1.2 CITY OF FAYETTEVILLE and ENGINEER waive all rights against each other and their officers, directors, agents, or employees for damage covered by property insurance during and after the completion of ENGINEER's services.

6.2 Professional Responsibility

- 6.2.1 ENGINEER will exercise reasonable skill, care, and diligence in the performance of ENGINEER's services and will carry out their responsibilities in accordance with customarily accepted professional engineering practices. CITY OF FAYETTEVILLE will promptly report to ENGINEER any defects or suspected defects in ENGINEER's services of which CITY OF FAYETTEVILLE becomes aware, so that ENGINEER 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 ENGINEER.

6.3 Cost Opinions and Projections

- 6.3.1 Cost opinions and projections prepared by ENGINEER relating to construction costs and schedules, operation and maintenance costs, equipment characteristics and performance, and operating results are based on ENGINEER's experience, qualifications, and judgment as a design professional. Since ENGINEER has no control over weather, cost and availability of labor, material and equipment, labor productivity, construction Contractors' procedures and methods, unavoidable delays, construction Contractors' methods of determining prices, economic conditions, competitive bidding or market conditions, and other factors affecting such cost opinions or projections, ENGINEER does not guarantee that actual rates, costs, performance, schedules, and related items will not vary from cost opinions and projections prepared by ENGINEER.

6.4 Changes

- 6.4.1 CITY OF FAYETTEVILLE shall have the right to make changes within the general scope of ENGINEER's services, with an appropriate change in compensation and schedule only after Fayetteville City Council approval of such proposed changes and, upon execution of a mutually acceptable amendment or change order signed by the Mayor of the CITY OF FAYETTEVILLE and the duly authorized officer of ENGINEER.

6.5 Termination

- 6.5.1 This Agreement may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party, provided that no termination may be effected unless the other party is given:
 - 6.5.1.1 Not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate,
 - 6.5.1.2 An opportunity for consultation with the terminating party prior to termination.
- 6.5.2 This Agreement may be terminated in whole or in part in writing by CITY OF FAYETTEVILLE for its convenience, provided that ENGINEER is given:
 - 6.5.2.1 Not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate,
 - 6.5.2.2 An opportunity for consultation with the terminating party prior to termination.
- 6.5.3 If termination for default is effected by CITY OF FAYETTEVILLE, an equitable adjustment in the price provided for in this Agreement shall be made, but
 - 6.5.3.1 No amount shall be allowed for anticipated profit on unperformed services or other work,
 - 6.5.3.2 Any payment due to ENGINEER at the time of termination may be adjusted to cover any additional costs to CITY OF FAYETTEVILLE because of ENGINEER's default.
- 6.5.4 If termination for default is effected by ENGINEER, or if termination for convenience is effected by CITY OF FAYETTEVILLE, the equitable adjustment shall include a reasonable profit for services or other work performed. The equitable adjustment for any termination shall provide for payment to ENGINEER for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by ENGINEER relating to commitments which had become firm prior to the termination.

- 6.5.5 Upon receipt of a termination action under Paragraphs 6.5.1 or 6.5.2 above, ENGINEER shall:
- 6.5.5.1 Promptly discontinue all affected work (unless the notice directs otherwise),
 - 6.5.5.2 Deliver or otherwise make available to CITY OF FAYETTEVILLE all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by ENGINEER in performing this Agreement, whether completed or in process.
- 6.5.6 Upon termination under Paragraphs 6.5.1 or 6.5.2 above CITY OF FAYETTEVILLE may take over the work and may award another party an agreement to complete the work under this Agreement.
- 6.5.7 If, after termination for failure of ENGINEER to fulfill contractual obligations, it is determined that ENGINEER had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of CITY OF FAYETTEVILLE. In such event, adjustments of the agreement price shall be made as provided in Paragraph 6.5.4 of this clause.
- 6.6 Delays
- 6.6.1 In the event the services of ENGINEER are suspended or delayed by CITY OF FAYETTEVILLE or by other events beyond ENGINEER's reasonable control, ENGINEER shall be entitled to additional compensation and time for reasonable costs incurred by ENGINEER in temporarily closing down or delaying the Project.
- 6.7 Rights and Benefits
- 6.7.1 ENGINEER's services will be performed solely for the benefit of CITY OF FAYETTEVILLE and not for the benefit of any other persons or entities.
- 6.8 Dispute Resolution
- 6.8.1 Scope of Paragraph: The procedures of this Paragraph shall apply to any and all disputes between CITY OF FAYETTEVILLE and ENGINEER which arise from, or in any way are related to, this Agreement, including, but not limited to the interpretation of this Agreement, the enforcement of its terms, any acts, errors, or omissions of CITY OF FAYETTEVILLE or ENGINEER in the performance of this Agreement, and disputes concerning payment.
- 6.8.2 Exhaustion of Remedies Required: No action may be filed unless the parties first negotiate. If timely Notice is given under Paragraph 6.8.3, but an action is initiated prior to exhaustion of these procedures, such action shall be stayed, upon application by either party to a court of proper jurisdiction, until the procedures in Paragraphs 6.8.3 and 6.8.4 have been complied with.

6.8.3 Notice of Dispute

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

6.8.3.2 For disputes arising within one year after the making of final payment, CITY OF FAYETTEVILLE shall give ENGINEER written Notice at the address listed in Paragraph 6.14 within thirty (30) days after occurrence of any incident, accident, or first observance of defect or damage. In both instances, the Notice shall specify the nature and amount of relief sought, the reason relief should be granted, and the appropriate portions of this Agreement that authorize the relief requested.

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

6.9 CITY OF FAYETTEVILLE represents that it has sufficient funds or the means of obtaining funds to remit payment to ENGINEER for services rendered by ENGINEER.

6.10 Publications

6.10.1 Recognizing the importance of professional development on the part of ENGINEER's employees and the importance of ENGINEER's public relations, ENGINEER may prepare publications, such as technical papers, articles for periodicals, and press releases, pertaining to ENGINEER'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 ENGINEER. 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. The cost of ENGINEER's activities pertaining to any such publication shall be for ENGINEER's account.

6.11 Indemnification

6.11.1 CITY OF FAYETTEVILLE agrees that it will require all construction Contractors to indemnify, defend, and hold harmless CITY OF FAYETTEVILLE and ENGINEER 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 Contractors, or their employees, agents, Subcontractors, and Suppliers.

6.12 Ownership of Documents

- 6.12.1 All documents provided by CITY OF FAYETTEVILLE including original drawings, CAD drawings, estimates, field notes, and project data are and remain the property of CITY OF FAYETTEVILLE. ENGINEER may retain reproduced copies of drawings and copies of other documents.
- 6.12.2 Engineering documents, computer models, drawings, specifications and other hard copy or electronic media prepared by ENGINEER as part of the Services shall become the property of CITY OF FAYETTEVILLE when ENGINEER has been compensated for all Services rendered, provided, however, that ENGINEER shall have the unrestricted right to their use. ENGINEER shall, however, retain its rights in its standard drawings details, specifications, databases, computer software, and other proprietary property. Rights to intellectual property developed, utilized, or modified in the performance of the Services shall remain the property of ENGINEER.
- 6.12.3 Any files delivered in electronic medium may not work on systems and software different than those with which they were originally produced. ENGINEER makes no warranty as to the compatibility of these files with any other system or software. Because of the potential degradation of electronic medium over time, in the event of a conflict between the sealed original drawings/hard copies and the electronic files, the sealed drawings/hard copies will govern.

6.13 Notices

- 6.13.1 Any Notice required under this Agreement will be in writing, addressed to the appropriate party at the following addresses:

CITY OF FAYETTEVILLE's address:
2435 Industrial Dr
Fayetteville, Arkansas 72701

ENGINEER's address:
14755 Preston Rd
Dallas, TX 75254

6.14 Successor and Assigns

- 6.14.1 CITY OF FAYETTEVILLE and ENGINEER each binds himself and his successors, executors, administrators, and assigns to the other party of this Agreement and to the successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement; except as above, neither CITY OF FAYETTEVILLE nor ENGINEER shall assign, sublet, or transfer his interest in the Agreement without the written consent of the other.

6.15 Controlling Law

- 6.15.1 This Agreement shall be subject to, interpreted and enforced according to the laws of the State of Arkansas without regard to any conflicts of law provisions.

6.16 Entire Agreement

- 6.16.1 This Agreement represents the entire Agreement between ENGINEER and CITY OF FAYETTEVILLE relative to the Scope of Services herein. Since terms contained in purchase orders do not generally apply to professional services, in the event CITY OF FAYETTEVILLE issues to ENGINEER a purchase order, no preprinted terms thereon shall become a part of this Agreement. Said purchase order document, whether or not signed by ENGINEER, shall be considered as a document for CITY OF FAYETTEVILLE's internal management of its operations.

SPECIAL CONDITIONS

7.1 Additional Responsibilities of ENGINEER

- 7.1.1 CITY OF FAYETTEVILLE's review, approval, or acceptance of design drawings, specifications, reports and other services furnished hereunder shall not in any way relieve ENGINEER of responsibility for the technical adequacy of the work. Neither CITY OF FAYETTEVILLE's review, approval or acceptance of, nor payment for any of the services shall 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.
- 7.1.2 ENGINEER shall be and shall remain liable, in accordance with applicable law, for all damages to CITY OF FAYETTEVILLE caused by ENGINEER's negligent performance of any of the services furnished under this Agreement except for errors, omissions or other deficiencies to the extent attributable to CITY OF FAYETTEVILLE or CITY OF FAYETTEVILLE-furnished data.
- 7.1.3 ENGINEER's obligations under this clause are in addition to ENGINEER'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 ENGINEER for faulty materials, equipment, or work.

7.2 Remedies

- 7.2.1 Except as may be otherwise provided in this Agreement, all claims, counter-claims, disputes and other matters in question between CITY OF FAYETTEVILLE and ENGINEER arising out of or relating to this Agreement or the breach thereof will be decided in a court of competent jurisdiction within Arkansas.

7.3 Audit: Access to Records

- 7.3.1 ENGINEER shall maintain books, records, documents and other evidence directly pertinent to performance on work under this Agreement in accordance with generally accepted accounting principles and practices consistently applied in effect on the date of execution of this Agreement. ENGINEER shall also maintain the financial information and data used by ENGINEER in the preparation of support of the cost submission required for any negotiated agreement or change order and send to CITY OF FAYETTEVILLE a copy of the cost summary submitted. CITY OF FAYETTEVILLE, the State or any of their authorized representatives shall have access to all such books, records, documents and other evidence for the purpose of inspection, audit and copying during normal business hours. ENGINEER will provide proper facilities for such access and inspection.
- 7.3.2 Records under Paragraph 7.3.1 above, shall be maintained and made available during performance on assisted work under this Agreement and until three years from the date of final payment for the project. In addition, those records which relate to any controversy arising out of such performance, or to costs or items to which an audit exception has been taken, shall be maintained and made available until three years after the date of resolution of such appeal, litigation, claim or exception.
- 7.3.3 This right of access clause (with respect to financial records) applies to:
- 7.3.3.1 Negotiated prime agreements:
- 7.3.3.2 Negotiated change orders or agreement amendments in excess of \$10,000 affecting the price of any formally advertised, competitively awarded, fixed price agreement:
- 7.3.3.3 Agreements or purchase orders under any agreement other than a formally advertised, competitively awarded, fixed price agreement. However, this right of access does not apply to a prime agreement, lower tier subagreement or purchase order awarded after effective price competition, except:
- 7.3.3.3.1 With respect to record pertaining directly to subagreement performance, excluding any financial records of ENGINEER;
- 7.3.3.3.2 If there is any indication that fraud, gross abuse or corrupt practices may be involved;

7.3.3.3.3 If the subagreement is terminated for default or for convenience.

7.4 Covenant Against Contingent Fees

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

7.5 Gratuities

7.5.1 If CITY OF FAYETTEVILLE finds after a notice and hearing that ENGINEER or any of ENGINEER's 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, 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 ENGINEER 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.

7.5.2 In the event this Agreement is terminated as provided in Paragraph 7.5.1, CITY OF FAYETTEVILLE may pursue the same remedies against ENGINEER as it could pursue in the event of a breach of the Agreement by ENGINEER. As a penalty, in addition to any other damages to which it may be entitled by law, CITY OF FAYETTEVILLE may pursue exemplary damages in an amount (as determined by CITY OF FAYETTEVILLE) which shall be not less than three nor more than ten times the costs ENGINEER incurs in providing any such gratuities to any such officer or employee.

7.6 Arkansas Freedom of Information Act

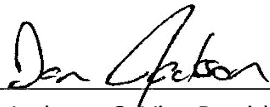
7.6.1 City contracts and documents, including internal documents and documents of subcontractors and sub-consultants, prepared while performing City contractual work are subject to the Arkansas Freedom of Information Act (FOIA). If a Freedom of Information Act request is presented to the CITY OF FAYETTEVILLE, ENGINEER 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.

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

CITY OF FAYETTEVILLE, ARKANSAS

ENGINEER

By : _____
Molly Rawn, Mayor

By:  _____
Daniel Jackson, Sr. Vice President

ATTEST:

By: _____
City Clerk

Title: Sr. Vice President

END OF AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES



EXHIBIT A

SCOPE OF SERVICES

The complete scope of this project includes citywide flow monitoring, systemwide hydraulic model update, wet- and dry-weather flow calibration, existing system analysis, future growth augmentation and analysis, and development of the associated sections of the Wastewater Collection System (WWCS) Master Plan report. The flow monitoring program consists of 54 flow meters and 10 rain gauges for a 60-day period, with the option to extend the flow monitoring period by 30-days. The services are further described in the following sections:

I. Project Administration and Management

A. Project Administration

1. Prepare a schedule of work activities to be maintained throughout the project with monthly milestone status reports and projections provided to the City.
2. Tailor the standard operating procedures to accommodate project requirements and establish internal project controls to ensure schedule, budget, and quality control procedures are being maintained.
3. Organize and attend a project kickoff meeting with the City and other stakeholders to discuss project goals, communications, schedule, billing protocols, and other pertinent information.
4. Coordinate and attend up to four in-person meetings with the City to discuss project milestones, relay critical findings, summarize effort completed and get feedback from the City on the direction of the project.
5. Coordinate monthly virtual progress meetings with the City to provide project progress reports.

II. Temporary Flow and Rainfall Monitoring

Flow monitoring is the foundation of a successful wastewater collection system master plan. Accurate and comprehensive flow data provides the baseline understanding of how the system performs under both dry- and wet-weather conditions. This information is critical for calibrating the hydraulic model, quantifying inflow and infiltration (I/I), identifying capacity constraints, and developing cost-effective capital improvement plans.

A. Site Selection & Investigation

1. *Meter and Rain Gauge Locations:* Enclosed is Exhibit B outlining the proposed flow monitoring locations. A total of 54 flow monitors and 10 rain gauges will be installed and maintained for a concurrent 60-days during the spring of 2026.
2. *Site Selection Work Session:* RJN will conduct a work session with the City to discuss the targeted monitoring locations and the intended purpose for each monitoring location, and to determine if any support from the City is needed to install and maintain equipment at the proposed locations. The plan will be presented on an overview map and approved by the City prior to investigating and installing the flow monitors.

3. *Site Investigations:* Upon approval of the targeted monitoring locations, RJN will perform site investigations for the purpose of determining the viability of each targeted location. The investigation includes an evaluation of the hydraulic conditions, access, safety, and other issues that may affect the data quality or sensor survival. If a location is identified as unsuitable, RJN will investigate up to two (2) alternate sites (upstream or downstream) for consideration. RJN will prepare and submit for approval an electronic Site Investigation Report. The Site Investigation Report will include a general site location map, a sketch of the installation, and physical characteristics including pipe diameter, pipe material, manhole depth, and other attribute information.

B. *Equipment Installation*

1. *Gravity Flow Monitors:* Based on the results of site investigations, RJN will select equipment suited for the site to provide accurate and reliable flow data. RJN will use flow monitors designed to measure flow in sanitary sewer pipes under free-flow and surcharged conditions. The primary depth sensor will be ultrasonic with a resolution to the nearest 0.01 feet. Each site will also include a level measurement redundancy by means of a pressure and ultrasonic sensor. The primary velocity sensor will use Doppler technology.
2. *Rain Gauges:* The rain gauge equipment will consist of a data logger and rain gauge tipping bucket. The equipment will be able to measure resolution to 0.01 inches. The tipping bucket will be a corrosion-resistant funnel collector with a tipping bucket assembly. RJN will coordinate with the City to resolve any issues related to gaining access to buildings for placement of gauges.
3. *Wireless Telemetry:* Remote terminal units will be provided by RJN at each flow monitoring and rain gauge location to remotely collect the data. If certain sites are not conducive to remote telemetry, RJN will manually collect the data throughout the monitoring period.
4. *Flow Monitor Installation:* The sensors will be securely attached to the pipe by means of metal bands or anchoring hardware designed specifically for that purpose. A typical installation includes a primary ultrasonic depth sensor mounted at the crown of the pipe, a redundant pressure transducer depth sensor mounted in the invert, and a Doppler velocity sensor mounted near the invert. The data logger and sensor cables will be firmly secured to the manhole walls or steps.
5. *Data Recording Interval:* All flow monitors and rain gauges will be synchronized in time to the same clock and will be programmed to collect depth and velocity data at five-minute intervals.
6. *Initial Depth and Velocity Confirmations:* Upon installation and activation of each flow meter, RJN will take manual depth and velocity readings using independent instrumentation to confirm that the in-situ monitor yields data representative of actual field conditions. Field crews will also take manual velocity readings of the flow cross-section (i.e., velocity profile) to derive an average velocity. All measurements,

adjustments, and efforts undertaken during site visits will be recorded on the maintenance log.

C. *Flow Monitoring and Rain Gauge Maintenance*

1. *Flow and Rainfall Monitoring Period:* Flow and rainfall monitoring will be conducted for a period of 60 days. It is assumed that adequate weather conditions will be observed during the monitoring period to obtain representative dry-weather information and at least four (4) rain events of varying depth, duration, and intensities greater than 0.25 inches for use in understanding both dry- and wet-weather flows in the system.
2. *Data Review:* RJN will review the flow and rainfall monitoring data at least twice a week. Trained data analysts, experienced in processing and analyzing flow and rainfall data, will use various analytical tools, such as hydrographs, scatter graphs, and flow balancing methods, to verify the accuracy and precision of the flow data. The analysis of the data includes data gaps and identifying anomalies and performance issues. Any equipment service needs will immediately be conveyed to the field services crews. The data will be processed and edited in accordance with the field confirmations to produce final data sets for each site. All data processing efforts will ensure that the raw data is preserved.
3. *Equipment Operation and Maintenance:* RJN's qualified field crews will visit each monitor and rain gauge installation when issues with the flow monitoring data have been identified, to perform necessary maintenance of the equipment. Maintenance will also be carried out every two weeks and includes calibration of the recording equipment, downloading of recorded data, onsite analysis of the data to ensure proper meter function, cleaning of the sensor, and replacing any defective equipment.
4. *Uptime:* An uptime of 90 percent for all temporary monitors will be maintained. This will include dry- and wet-weather periods. If the uptime is not met by RJN, the monitoring will be extended to capture the meter days missed at no additional cost to the City. The guaranteed uptime applies to mechanical malfunctions and does not apply to actions beyond RJN's control, such as vandalism, excessive debris, etc.

D. *Flow Monitoring and Rain Gauge Removal*

1. *Notification:* RJN will remove all the temporary flow monitors and rain gauges at the completion of the 60-day monitoring period if adequate weather conditions have been observed. RJN will advise the City if adequate weather conditions have not been observed during the initial 60-day monitoring period to allow the City to consider funding an extended flow monitoring period, in advance of removing the temporary equipment. If the flow monitoring period is extended, then the project schedule will be extended for 30-days under the Special Services task.

III. Model Review & Update

RJN will perform a comprehensive review and update of the existing wastewater hydraulic model to ensure that it accurately represents current system conditions and recent growth within the City's service area. The model update will incorporate the latest available GIS data, as-built records, and water billing data to refine the model network and loading conditions.

A. Data Collection & Review

1. Obtain and review the most recent City GIS database, including gravity mains, force mains, manholes, lift stations, and basins.
2. Review as-built drawings and record plans for projects completed over the last year (model network was last updated in January 2025) to identify new infrastructure, modifications, or abandonments.
3. Collect the latest pump curves and operation controls for all City-owned lift stations.
4. Collect and review any available lift station SCADA data and drawdown test data to improve the accuracy of performance for aging pumps that may not be operating on the original manufacturer's pump curve.
5. Collect and review monthly water billing data per customer from the most recent 12-month period to verify and update base sanitary flow allocations for non-residential customers in the model. The City will provide water billing records in a geo-coded format compatible with integration into the model.
6. Collect 2-foot contour and LiDAR data from the City for use in updating the ground model in the hydraulic model.
7. Coordinate with City staff to identify known system changes, planned developments, and pending capital improvement projects not yet reflected in GIS or record drawings.
8. RJN will analyze the model to identify critical assumptions that may require field verification to improve model accuracy. A list of recommended field verifications will be provided for City staff to collect. The City will provide RJN with all requested field data within 60 days of the request and no later than 30 days before the end of the flow monitoring period. This timeline ensures adequate time to incorporate updates into the model before calibration begins. Any delays in receiving the requested data will result in an equivalent delay to the overall project schedule.
9. RJN will create a technical memorandum summarizing the gaps in data for model network attributes (gravity main inverts, lift station operating levels, wet-well dimensions, etc.), differentiating between assumed data, City-provided data, survey data, and as-built data.

B. Model Network Updates

1. Reconcile discrepancies between the GIS and the existing model network, ensuring connectivity, alignment, and attribute accuracy (i.e., pipe diameter, material, invert elevations, flow directions).
2. Update network attributes and geometry based on the City GIS, as-built records, and field information provided by the City.

3. Review and update lift station pump curves and operations, as required, to match the latest data provided by the City.
4. Incorporate new developments and system extensions identified through GIS updates, as-built plans, and information provided by the City.
5. Remove decommissioned assets or redundant elements that no longer exist in the current system configuration.
6. Hold discussions with the City early in the model update process to ensure that sub-centimeter GPS survey is undertaken at all known overflow points in the network.
7. Incorporate any new City lift stations into the model based upon record drawing and manufacturer's pump curves provided by the City as well as pump operation levels (on/off levels).

C. Population & Water Usage Updates

1. Update population based on growth that was observed within the last year (last model population update was in January 2025), identified through conversations with the City, and other GIS and as-built records provided by the City.
2. Use the geo-referenced water billing accounts to tie directly into the model parcels/sub catchments and identify residential and non-residential customers.
3. Update non-residential sewer contributions using the most recent water billing data (past 12 months) to update customer demands, identify new or modified service areas, and redistribute flow loads to appropriate model nodes.

D. Quality Assurance and Documentation

1. Perform quality control checks to confirm hydraulic network integrity and ensure the updated model is free of topology errors.
2. Develop and maintain a detailed change log summarizing all network and demand updates.
3. RJN will create a technical memorandum summarizing data gaps based on data sources.

IV. Model Calibration & Validation

Model calibration is the process of adjusting hydraulic model parameters to ensure that simulated flow, depth, and velocity results closely match observed field data. Calibration is performed for both dry weather and wet weather conditions at all 54 metering locations to accurately represent the system's performance under varying flow regimes.

A. Dry-Weather Flow Calibration

1. Select the most suitable dry-weather period from the collected flow data.
2. Use residential and non-residential dry-weather flow profiles as a base set; develop additional dimensionless dry-weather flow profiles as required.

3. Iteratively modify per capita flow rates, dimensionless profiles, and permanent groundwater infiltration to calibrate the model to dry-weather weekday and weekend conditions.
4. Complete the dry-weather flow calibration by complying to industry standards of matching the diurnal pattern, flow rates, depth, and velocity as best as possible.

B. *Wet-Weather Flow Calibration*

1. Source and use historic rainfall and evaporation data to input into the Ground Infiltration Model (GIM) in InfoWorks, ICM, together with the detailed rainfall data collected from the temporary gauges deployed during the flow monitoring survey to properly initialize the model.
2. Iteratively adjust both the fixed surface runoff parameters and GIM parameters in the model until the model reasonably matches the depth, velocity, and flow recorded by the flow monitors. SCADA data from lift stations may also be used as an additional validation source during this process, where the model data cannot be adjusted within acceptable parameters to match monitored conditions, field investigations may be performed to evaluate actual system performance.
3. Complete the calibration by complying with industry standards of matching the overall wet-weather response patterns, flow rates, depth, and velocity per observed storm event as best as possible.

C. *Existing System Performance Validation*

1. Collect georeferenced historical SSO data from the City for the past 5 years.
2. RJN will conduct one meeting with the City to review historical SSO locations and the SSO locations predicted by the existing calibrated model.
3. Use the calibrated model to run the City's 5-year, 24-hour design storm and a 2-year design storm with a duration to be agreed upon with the City and compare model-predicted SSOs against historical SSOs.
4. Review model performance with the City and make operational and other adjustments to the model as necessary.

V. Inflow/Infiltration (I/I) Analysis

RJN will perform a comprehensive I/I analysis to quantify inflow and infiltration contributions throughout the wastewater collection system and identify basins with the highest rates of infiltration and volume of inflow. The results will provide the City with clear information to prioritize future investigations or targeted improvements.

A. *Engineering Analysis*

1. Perform dry-weather, permanent groundwater infiltration (GWI), rainfall-derived inflow and infiltration (RDII) analyses to quantify I/I for each basin.

2. Using the results of the permanent groundwater infiltration (GWI) analysis, RJN will evaluate whether basins with specific pipe materials exhibit higher infiltration rates. Normalized GWI rates (per linear foot of pipe) will be calculated for each material type (i.e., PVC, ductile iron, concrete) to identify any correlations between pipe material and infiltration.
3. Calculate RDII rates on a normalized basis (e.g., per 1,000 linear feet of pipe) for peak flow and total event volume.
4. Identify and prioritize basins contributing the most I/I based on normalized event peak flows and total volumetric responses.

B. Deliverables

1. Prepare a Technical Memorandum summarizing methods, results of I/I analysis, and ranking of basins. The results from the I/I analysis will be used when setting the CIP optimization design criteria and strategies.
2. Deliver digital copies of the Technical Memorandum, including tabular summaries, hydrographs, scattergraphs, and final flow data in Microsoft Excel format.

VI. Future Growth Augmentation

RJN will update and expand the calibrated hydraulic model to simulate future system performance under projected population and flow growth conditions for the years 2030, 2040, and 2050. Flow triggers for each planning horizon will also be developed to assist in timing the design and planning efforts for CIP projects. The future growth augmentation will integrate the City's latest planning and development data to reflect anticipated changes in land use, population distribution, and wastewater generation across the service area.

A. Data Collection and Coordination

1. Obtain and review the City's most recent comprehensive plan, land use maps, zoning data, and population projections to define growth areas and development densities.
2. Coordinate with City planning and engineering staff to identify known or approved developments, potential annexation areas, and anticipated changes in service boundaries.
3. Review regional planning documents or available census-based projections to ensure consistency with local growth assumptions.

B. Future Flow Projections

1. Develop future wastewater flow projections for each planning horizon (2030, 2040, and 2050) based on projected population growth, land use changes, and per capita flow assumptions.
2. Develop flow triggers for each planning horizon, which will be evaluated to assist in timing the design and planning efforts for the related, recommended CIP projects.

3. Incorporate growth-related increases in infiltration and inflow (I/I) where applicable, particularly in newly developed or expanding service areas.

C. *Model Augmentation & Scenario Simulation*

1. Integrate projected growth areas and associated loading into the calibrated model.
2. Simulate system performance under the 2030, 2040, and 2050 planning horizons using the City's 5-year, 24-hour design storm.
3. Compare bottlenecks in the system against existing conditions to identify capacity constraints caused solely by the projected growth.

VII. Wastewater Collection System Master Plan Report

A. *Master Plan Report, Phase 1*

1. Prepare a Draft Report for Phase 1 of the *2026 Wastewater Collection System Master Plan* that includes a discussion of the following sections:
 - Executive Summary, Background, and System Overview
 - Flow and Rainfall Monitoring and I/I Analysis
 - Hydraulic Model Update
 - Model Calibration and Validation
 - Future Growth Augmentation
2. Submit individual digital copies of each section of the Draft Report as they are completed to the City for their review and comments.
3. Meet with the City to review comments on the Draft report.
4. Incorporate comments from the City and submit a Final version of each report section.

VIII. Special Services

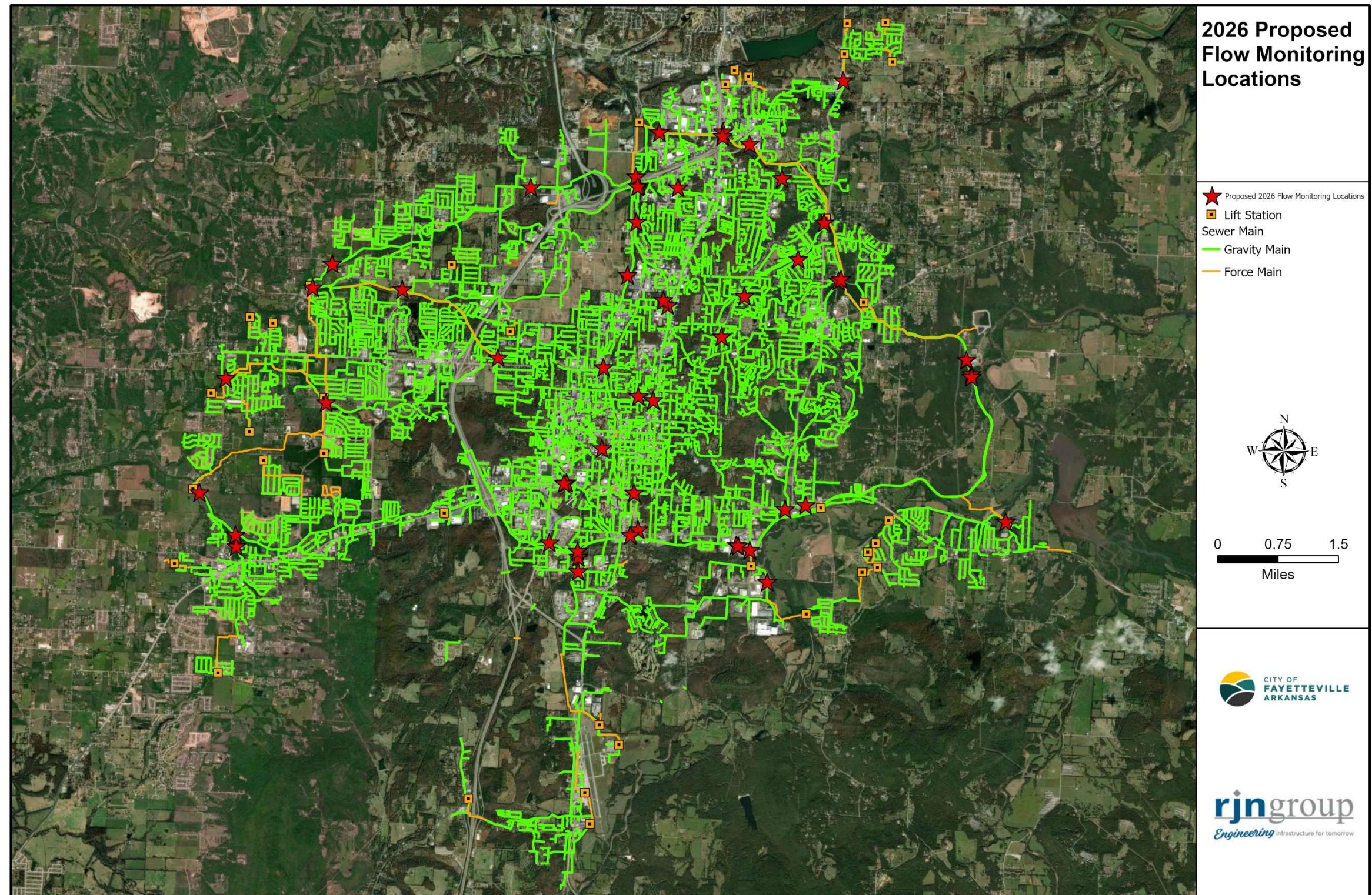
The Special Services task will not be initiated unless additional rainfall events are needed outside of the original 60-day flow monitoring period and is approved by the City. The special services include extending the flow and rainfall monitoring period by 30-days with the intent of capturing large rainfall events to be used to recalibrate the hydraulic model. The Special Services will be presented as an amendment to this project.

A. *30-Day Flow Monitoring Extension*

1. If insufficient rainfall events (either number of events or size of events) occurred during the original 60-day flow monitoring period, RJN will notify the City and upon authorization, the monitoring period for the temporary flow meters and rain gauges will be extended for a period of 30-days.

Items Requested from Fayetteville Utilities

1. Lift station, force main, and gravity main record drawings
2. Lift station pump IDs, pump curves, and operating levels
3. Lift station supervisory control and data acquisition (SCADA) data, where available
4. Lift station drawdown test data, where available
5. Electronic water customer billing data with an associated geolocation (address, X,Y coordinates, etc.)
6. Georeferenced historical sanitary sewer overflow (SSO) locations
7. Future growth and planning data



Pricing for this AGREEMENT, is as follows:

- Pricing Terms for Invoicing: Unit Billing and Lump Sum (LS)
- Not-To-Exceed Total Cost: \$843,610.00

Service	Quantity	Unit	Unit Cost	Total Cost
PHASE 1				
Project Administration	1	LS	\$126,097.00	\$126,090.00
Meter Investigations	54	EA	\$350.00	\$18,900.00
Meter Installation	54	EA	\$650.00	\$35,100.00
Rain Gauge Investigation & Installation	10	EA	\$400.00	\$4,000.00
Meter Removal	54	EA	\$530.00	\$28,620.00
Meter Maintenance	3,240	MD	\$80.00	\$259,200.00
Rain Gauge Maintenance	600	MD	\$12.00	\$7,200.00
Flow Monitoring Data Management	1	LS	\$54,050.00	\$54,050.00
Model Review and Update	1	LS	\$52,510.00	\$52,510.00
Model Calibration and Validation	1	LS	\$137,470.00	\$137,470.00
Inflow and Infiltration Analysis	1	LS	\$18,250.00	\$18,250.00
Future Growth Augmentation	1	LS	\$47,860.00	\$47,860.00
Phase 1 WWCSMP Report	1	LS	\$54,360.00	\$54,360.00
			Total	\$843,610.00
Special Services (Optional)	1	LS	\$160,380.00	\$160,380.00



EXHIBIT D PROJECT SCHEDULE

					2026												2027					
Project Start Date:					Q1			Q2			Q3			Q4			Q1			Q2		
Project Name:					Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
#	Activity	Assigned to	Start	End	Days																	
Project Administration and Management																						
1	Project Kickoff	RJN and Fayetteville	23-Feb-26	23-Feb-26	1		*															
2	Flow Monitoring and Model Update Workshop	RJN	29-May-26	29-May-26	1				*													
3	Model Calibration and I/I Analysis Workshop	RJN	4-Dec-26	4-Dec-26	1										*							
4	CIP Optimization Workshop	WCS, RJN, and Fayetteville	9-Apr-27	9-Apr-27	1													*				
5	Project Summary Workshop	WCS, RJN, and Fayetteville	14-Jun-27	14-Jun-27	1															*		
Flow and Rainfall Monitoring																						
6	Flow Monitoring Site Selection Workshop	RJN and Fayetteville	23-Feb-26	23-Feb-26	1		*															
7	Flow Monitoring and RG investigations	RJN	2-Mar-26	13-Mar-26	10		*															
8	Flow Monitoring and RG Installations	RJN	16-Mar-26	30-Mar-26	11		*															
9	Flow Monitoring and RG Maintenance	RJN	30-Mar-26	29-May-26	45		*		*													
10	Flow Monitoring Removal	RJN	1-Jun-26	12-Jun-26	10					*												
11	Flow Monitoring Data Review/Editing	RJN	15-Jun-26	27-Jul-26	31						*											
12	Final Flow Monitoring Data	RJN	28-Jul-26	28-Jul-26	1						*											
Model Review and Update																						
13	Hydraulic Model Data Collection and Review	RJN and Fayetteville	23-Feb-26	23-Mar-26	21		*															
14	Model Network Updates	RJN	3-Mar-26	8-May-26	49		*		*													
15	Population and Water Usage Updates	RJN	3-Mar-26	8-May-26	49		*		*													
16	Quality Assurance and Documentation	RJN	3-Mar-26	22-May-26	59		*		*													
Model Calibration and Validation																						
17	Dry-Weather Flow Calibration	RJN	3-Aug-26	4-Sep-26	25						*		*									
18	Wet-Weather Flow Calibration	RJN	4-Sep-26	3-Nov-26	43						*		*		*							
19	Existing System Performance Validation	RJN	7-Nov-26	18-Nov-26	8						*		*		*							
Inflow and Infiltration (I/I) Analysis																						
20	Engineering Analysis	RJN	5-Aug-26	2-Sep-26	21						*		*		*							
21	I/I Technical Memorandum	RJN	3-Sep-26	1-Oct-26	21						*		*		*							
Future Growth Augmentation																						
22	Future Growth Augmentation Data Collection and Coordination	RJN and Fayetteville	1-Apr-26	3-Jun-26	46			*		*												
23	Future Flow Projections	RJN	4-Jun-26	30-Jul-26	41			*		*												
24	Model Augmentation and Scenario Simulation	RJN	23-Nov-26	26-Dec-26	25										*							
Capacity Assessment and CIP Optimization																						
25	Collect and Review Optimization Data	WCS, RJN, and Fayetteville	1-Dec-26	15-Jan-27	34										*		*					
26	Model Familiarization and Preparation for Optimization	WCS and RJN	18-Jan-27	5-Feb-27	15										*		*					
27	Formulate Optimization and Bookend Analysis	WCS and RJN	1-Feb-27	22-Feb-27	16										*		*					
28	Optimization and Sensitivity Analysis	WCS and RJN	23-Feb-27	23-Apr-27	44										*		*		*			
29	Reporting and Deliverables - ArcGIS Dashboard	WCS and RJN	26-Apr-27	28-May-27	25										*		*		*			
Growth Opportunity Analysis																						
30	Growth Development Optimization	WCS and RJN	8-Mar-27	23-Apr-27	35										*		*		*			
31	Deliverables & Workshop	WCS and RJN	26-Apr-27	28-May-27	25										*		*		*			
WWCS Master Plan Report																						
32	Phase 1 - Executive Summary, Background, System Overview	RJN	9-Feb-26	23-Mar-26	31		*															
33	Phase 1 - Hydraulic Model Updates	RJN	22-May-26	3-Jul-26	31				*		*											
34	Phase 1 - Flow and Rainfall Monitoring and I/I Analysis	RJN	30-Mar-26	8-Oct-26	139		*		*		*		*		*							
35	Phase 1 - Model Calibration and Validation	RJN	18-Nov-26	27-Jan-27	51				*		*		*		*							
36	Phase 1 - Future Growth Augmentation	RJN	28-Dec-26	16-Feb-27	37				*		*		*		*							
37	Phase 2 - CIP Optimization and Recommendations	RJN	26-Apr-27	25-Jun-27	45										*		*		*			
38	Phase 2 - Growth Opportunity Analysis	RJN	26-Apr-27	25-Jun-27	45										*		*		*			
39	Final Report Deliverable(s) & Closeout	RJN	28-Jun-27	16-Jul-27	15										*		*		*			



MEETING OF FEBRUARY 17, 2026

TO: Mayor Rawn and City Council
THROUGH: Keith Macedo, Chief of Staff
FROM: Tim Nyander, Utilities Director
SUBJECT: Sewer Damage Claim for 516 North Fallin Avenue (Chris Skrocki)

RECOMMENDATION:

Staff recommends a resolution to authorize a payment of \$100,000.00 to Chris Skrocki for a sewer damage claim arising at 516 North Fallin Avenue, pursuant to §39.10(C)(4) of the Fayetteville City Code.

BACKGROUND:

On or about December 8th, 2025, a directional boring company bored through the sewer main that had been incorrectly located by the City of Fayetteville which was located behind 516 N Fallin Ave. This caused a buildup of debris in the sewer main, which resulted in the home located at 516 N Fallin Ave experiencing a sewer backup.

The customer called a mitigation company, NWA Restore It. They removed flooring, trim, sheetrock, etc. On December 9th, 2025, City crews were notified of the issue and promptly went to repair the sewer main.

DISCUSSION:

The claimant, Chris Skrocki, is seeking compensation from the City which includes the cost of the mitigation, cleaning of personal effects, and construction costs to replace materials removed by the mitigation company. Below are the cost estimates:

NWA Claims, LLC Repair Estimate	\$46,496.83
Personal Property Loss (Customer estimate, approved by NWA Claims)	\$24,505.00
NWA Restore It Personal Property Cleaning Estimate	\$32,745.19
NWA Restore It Mitigation Estimate	\$36,241.11
Total	\$139,988.13
Less: Insurance Payment	(\$10,000.00)
Damage Claim Amount Requested from City	\$129,988.13

City staff recommends the maximum allowable compensation in the amount of \$100,000.00 as specified by Ordinance 6725.

BUDGET/STAFF IMPACT:

Mailing address:
113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov

Funds are available in the Self Insurance – Non-Vehicular Damage account within the Water & Sewer fund.

ATTACHMENTS: 3. Staff Review Form, 4. Attachments

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 #: 2026-222

A RESOLUTION PURSUANT TO §39.10(C)(4) OF THE FAYETTEVILLE CITY CODE TO AUTHORIZE A PAYMENT OF \$100,000.00 TO CHRIS SKROCKI FOR A SEWER DAMAGE CLAIM ARISING AT 516 NORTH FALLIN AVENUE

WHEREAS, pursuant to §39.10(C)(4) of the City Code, the City Council may, in an extraordinary case by a 2/3 vote, approve the payment of water or sewer damage claims up to \$100,000.00; and

WHEREAS, the City has received estimates for repairs at 516 North Fallin Avenue exceeding \$100,000.00.

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, pursuant to § 39.10(C)(4) of the Fayetteville City Code, authorizes a payment of \$100,000.00 to or on behalf of Chris Skrocki for expenses related to the sewer damage claim at 516 North Fallin Avenue.

City of Fayetteville Staff Review Form

2026-222

Item ID

2/17/2026

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

Tim Nyander

1/28/2026

WATER SEWER (720)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends a resolution to authorize the Mayor to pay the total amount of \$100,000.00 to Chris Skrocki for a sewer damage claim arising at 516 North Fallin Avenue, pursuant to §39.10(C)(4) of the Fayetteville City Code.

Budget Impact:

5400.720.4410-5311.04

Water and Sewer

Account Number

Fund

N/A

N/A

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 180,000.00

Expenses (Actual+Encum)

\$ -

Available Budget

\$ 180,000.00

Does item have a direct cost? Yes

Item Cost

\$ 100,000.00

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ 80,000.00

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:



Claim Request

Although the City of Fayetteville is immune from any claim for liability or damages caused by alleged negligence of its employees, the City Council has authorized a very limited property damage claims procedure.

INSTRUCTIONS: Please complete this form clearly stating the reason for the claim, amount you are requesting, all contact information, and attach appropriate documentation including receipts, estimates, photos, etc. Three (3) itemized written estimates must be provided prior to repairs being made. Substantive documentation **MUST** be provided to establish all monetary values. Additional sheets may be added. Failure to provide all information and fully substantiate your claim will result in the claim being denied. Please do not discard any items that are being claimed as damaged. **Filing a claim does not imply approval**; claims will be investigated before a decision is rendered; claims received more than **30 days** after the incident will be denied. Claims containing inaccurate or fraudulent information will be denied. Please mail to or hand-deliver documents to: **Mayor's Office – Claims, City of Fayetteville, 113 W. Mountain St., Fayetteville, AR 72701 OR Fax to 479-575-8257**

CLAIMANT INFORMATION

First Name

Chris

Last Name

Skrocki

Middle Initial

M

Claim Type

What type of claim are you requesting?

☐ General ☒ Water and Sewer

Email

cskrock@gmail.com

Address

Street Address

516 N FALLIN AVENUE

Address Line 2

City

Fayetteville

State / Province / Region

AR

Postal / Zip Code

72701

Country

USA

Daytime Phone

479-466-6593

Alternate Phone**Incident Location**

Address/Location of Occurrence

Street Address

516 N FALLIN AVENUE

Address Line 2

City

Fayetteville

State / Province / Region

Arkansas

Postal / Zip Code

72701

Country

United States

INCIDENT INFORMATION**Date of Incident**

12/8/2025

Time of Incident

4:00 PM ▼

Amount being Claimed

\$ 1000000.00

Incident Nature

Nature of Occurrence

- ☐ Automotive Related ☒ Home Related ☐ Personal
☐ other

Legal Owner of Property

Chris Skrocki

As shown in the Washington County land records

Insurance

Do you have any insurance which covers your damage?

- ☐ Yes ☒ No

The City cannot pay a claim in an amount exceeding a Claimant's insurance deductible, if covered. The undersigned hereby files a claim against the City of Fayetteville, Arkansas for the following reason(s): Attach additional sheets if necessary

**Incident
Description**

The undersigned hereby files a claim against the City of Fayetteville, Arkansas for the following reason(s):

Please consider the amounts required for form submission to be placeholders and not necessarily representative of actual claimed amounts or the relevancy of a private property insurance claim. Based on a preliminary conversation with a claims adjuster it does not appear likely that private insurance will come anywhere close to covering the extent of this incident, therefore I selected 'No' to the insurance question.

Here is what I know - on the afternoon of December 8th sewage water seeped through two toilets, my bathtub, and shower and covered the lower level of my house. Franklin Plumbing came out this morning, and, upon opening the manhole cover at the street, advised that the overflow came from the city sewer system.

Furniture, clothing, and other personal items have been damaged to a significant extent.

My floors require replacement, wool rugs are a total loss, cabinetry will need to be replaced, etc.

My mitigation/remediation contractor, NWA Restore It, tentatively estimates the house will be uninhabitable for 6 months. NWA Restore It is actively documenting losses/articles which are candidates for remediation throughout the process.

I have concerns about damage to the value of the property with respect to eventual required seller's disclosures given the extent to which raw sewage from the city's line has been distributed throughout my house.

I would like to discuss the next steps moving forward as we further learn the scope of the damages.

Merry Christmas,

Chris Skrocki

File Upload

image0.jpeg	804KB
image1.jpeg	804KB
image2.jpeg	1.53MB
image3.jpeg	1.75MB
image4.jpeg	1.12MB

Attach appropriate documentation including receipts, itemized estimates, photos, etc. If vehicle related, please include proof of insurance if applicable.

Agreement☒ I Agree.

By checking the "I agree" box below, you agree and acknowledge that 1) your application will not be signed in the sense of a traditional paper document, 2) by signing in this alternate manner, you authorize your electronic signature to be valid and binding upon you to the same force and effect as a handwritten signature, and 3) you may still be required to provide a traditional signature at a later date.

Signature

By signing below, I acknowledge that the above-provided information is true and correct to the best of my knowledge and belief.

**Refer To** ▼**Department** ▼**Additional
Documentation**

Skrocki Subrogation Demand.pdf	4.12MB
--	--------

Memo

*

Sent claim received email and told claimant they first needed to file a claim with their home owner's insurance. CA 12-10-25

Sent NWA Claims, LLC a request to perform a damage assessment at this property. CA 12-11-25

Insurance company responded with letter stating they will seek subrogation against the City. Sent inquiry on how to proceed to CAO. CA 12-23-25

City Attorney's Office gave response that claimant will have to provide subrogation letter or claim will be closed. I sent this instruction to claimant and asked if he could provide this from his insurance company. CA 1-7-26

Letter to Claimant *

Comments

2000 characters left

NWA Claims, LLC.

P.O. Box 4872
Fayetteville, AR 72702
479-871-3700

Client: Chris Skrocki
Property: 516 North Fallin Avenue
Fayetteville , AR 72702

Operator: MDEATON

Estimator: Mark Deaton

Business: (479) 871-3700

Type of Estimate: Water Damage

Date Entered: 12/16/2025

Date Assigned: 12/11/2025

Price List: ARFA8X_JAN26

Labor Efficiency: Restoration/Service/Remodel

Estimate: SKROCKI_SKETCH

File Number: 26-001

PROPERTY DAMAGE DISCLAIMER: PLEASE READ CAREFULLY

NWA Claims, LLC . is not authorized to: (1) make coverage determinations, (2) secure contractors, (3) authorize OR suggest payments, or (4) authorize work of any kind whatsoever.

NWA Claims, LLC . will prepare an estimate based on visible damages and a scope of work needed in accordance to our opinions. Items such as hidden damages or unforeseen future developments cannot be forecasted, so our estimate represents our opinions as to an estimated measure of damages that exist as of the date of preparation.

OUR ESTIMATE IS NOT A PROMISE OF PAYMENT OR CONSTITUTES SETTLEMENT OR AN OFFER OF SETTLEMENT; IT IS NOT AN AUTHORIZATION FOR REPAIRS.

Our estimate does not create coverage under a policy where coverage does not or did not exist.

Preparation of our estimate does not prevent an insurance company from reserving its rights under a policy, or from exercising its rights as outlined within the policy.

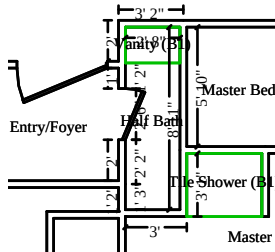
This estimate is subject to review by the client/insurance company.

NWA Claims, LLC . is not responsible for payment to any third party contractor for any fees for repairs, construction, remediation, etc., to the property upon which this estimate was prepared.

P.O. Box 4872
Fayetteville, AR 72702
479-871-3700

SKROCKI_SKETCH

Downstairs



Half Bath

Height: 9'

191.83 SF Walls	23.78 SF Ceiling
215.61 SF Walls & Ceiling	23.78 SF Floor
2.64 SY Flooring	14.50 LF Floor Perimeter
23.17 LF Ceil. Perimeter	

Door

2' 6" X 6' 8"

Opens into ENTRY_FOYER

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
1. 1/2" - drywall per LF - up to 2' tall	14.50 LF	11.38	19.31	33.00	217.32	(0.00)	217.32
2. Remove Pre-finished solid wood flooring	84.00 SF	2.70	26.53	45.36	298.69	(0.00)	298.69
Remove half of the wood flooring not removed during mitigation.							
3. Pre-finished solid wood flooring	23.78 SF	9.54	26.54	45.38	298.78	(0.00)	298.78
4. Baseboard *	14.50 LF	3.82	6.48	11.08	72.95	(0.00)	72.95
5. Paint baseboard - one coat	14.50 LF	1.03	1.75	2.98	19.67	(0.00)	19.67
6. Paint the walls - two coats	191.83 SF	1.09	24.47	41.82	275.38	(0.00)	275.38
Paint Walls For Match							
7. Interior door unit	1.00 EA	316.68	37.06	63.34	417.08	(0.00)	417.08
To Include Framing							
8. Paint door/window trim & jamb - 2 coats (per side)	2.00 EA	34.48	8.06	13.80	90.82	(0.00)	90.82

Totals: Half Bath

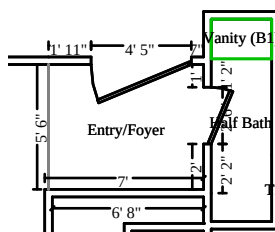
150.20

256.76

1,690.69

0.00

1,690.69



Entry/Foyer

Height: 15' 6"

289.31	SF Walls	37.58	SF Ceiling
326.89	SF Walls & Ceiling	37.58	SF Floor
4.18	SY Flooring	12.42	LF Floor Perimeter
24.83	LF Ceil. Perimeter		

Missing Wall

5' 6" X 15' 6"

Opens into LIVING_ROOM

Door

4' 5" X 6' 8"

Opens into Exterior

Door

2' 6" X 6' 8"

Opens into HALF_BATH

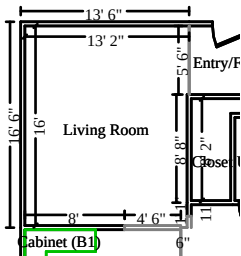
DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
9. 1/2" - drywall per LF - up to 2' tall	12.42 LF	11.38	16.54	28.26	186.14	(0.00)	186.14
10. Paint the walls - two coats	289.31 SF	1.09	36.90	63.08	415.33	(0.00)	415.33
Paint Walls For Match							

NWA Claims, LLC.

P.O. Box 4872
Fayetteville, AR 72702
479-871-3700

CONTINUED - Entry/Foyer

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
11. Pre-finished solid wood flooring	37.58 SF	9.54	41.94	71.70	472.15	(0.00)	472.15
Totals: Entry/Foyer			95.38	163.04	1,073.62	0.00	1,073.62



Living Room

Height: 9'

434.89 SF Walls	209.00 SF Ceiling
643.89 SF Walls & Ceiling	209.00 SF Floor
23.22 SY Flooring	46.92 LF Floor Perimeter
52.33 LF Ceil. Perimeter	

Missing Wall - Goes to Floor

4' 6" X 6' 8"

Opens into KITCHEN

Missing Wall

6" X 9'

Opens into DINING_AREA

Missing Wall - Goes to Floor

11" X 6' 8"

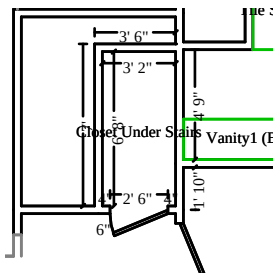
Opens into DINING_AREA

Missing Wall

5' 6" X 9'

Opens into ENTRY_FOYER

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
12. Fireplace hearth - tile	96.00 SF	17.91	201.17	343.88	2,264.41	(0.00)	2,264.41
13. Framing & Rough Carpentry (Bid Item)	1.00 EA	325.00	38.03	65.00	428.03	(0.00)	428.03
14. 1/2" - drywall per LF - up to 4' tall	46.92 LF	16.41	90.08	154.00	1,014.04	(0.00)	1,014.04
15. Paint the walls - two coats	434.89 SF	1.09	55.46	94.80	624.29	(0.00)	624.29
16. Pre-finished solid wood flooring	209.00 SF	9.54	233.28	398.78	2,625.92	(0.00)	2,625.92
17. Baseboard *	46.92 LF	3.82	20.96	35.84	236.03	(0.00)	236.03
18. Paint baseboard - one coat	46.92 LF	1.03	5.65	9.66	63.64	(0.00)	63.64
Totals: Living Room			644.63	1,101.96	7,256.36	0.00	7,256.36



Closet Under Stairs

Height: 9'

160.33 SF Walls	21.11 SF Ceiling
181.44 SF Walls & Ceiling	21.11 SF Floor
2.35 SY Flooring	17.17 LF Floor Perimeter
19.67 LF Ceil. Perimeter	

Door

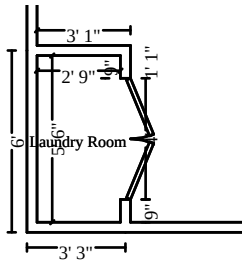
2' 6" X 6' 8"

Opens into DINING_AREA

NWA Claims, LLC.

P.O. Box 4872
 Fayetteville, AR 72702
 479-871-3700

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
19. 1/2" - drywall per LF - up to 2' tall	17.17 LF	11.38	22.86	39.08	257.33	(0.00)	257.33
20. Remove Pre-finished solid wood flooring	84.00 SF	2.70	26.53	45.36	298.69	(0.00)	298.69
Remove half of the wood flooring not removed during mitigation.							
21. Pre-finished solid wood flooring	21.11 SF	9.54	23.57	40.28	265.24	(0.00)	265.24
22. Baseboard *	17.17 LF	3.82	7.68	13.12	86.39	(0.00)	86.39
23. Paint baseboard - one coat	17.17 LF	1.03	2.06	3.54	23.29	(0.00)	23.29
24. Paint the walls - two coats	160.33 SF	1.09	20.45	34.96	230.17	(0.00)	230.17
Paint Walls For Match							
25. Interior door unit	1.00 EA	316.68	37.06	63.34	417.08	(0.00)	417.08
To Include Framing							
26. Paint door/window trim & jamb - 2 coats (per side)	2.00 EA	34.48	8.06	13.80	90.82	(0.00)	90.82
Totals: Closet Under Stairs			148.27	253.48	1,669.01	0.00	1,669.01

**Laundry Room****Height: 9'**

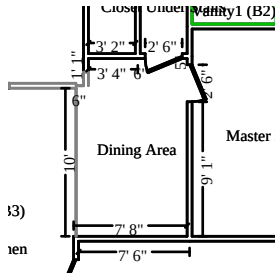
121.83 SF Walls	15.13 SF Ceiling
136.96 SF Walls & Ceiling	15.13 SF Floor
1.68 SY Flooring	12.50 LF Floor Perimeter
16.50 LF Ceil. Perimeter	

Door**4' X 6' 8"****Opens into KITCHEN**

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
27. 1/2" - drywall per LF - up to 2' tall	12.50 LF	11.38	16.64	28.46	187.35	(0.00)	187.35
28. Remove Pre-finished solid wood flooring	84.00 SF	2.70	26.53	45.36	298.69	(0.00)	298.69
Remove half of the wood flooring not removed during mitigation.							
29. Pre-finished solid wood flooring	15.13 SF	9.54	16.88	28.86	190.08	(0.00)	190.08
30. Baseboard *	12.50 LF	3.82	5.59	9.56	62.90	(0.00)	62.90
31. Paint baseboard - one coat	12.50 LF	1.03	1.51	2.58	16.97	(0.00)	16.97
32. Paint the walls - two coats	121.83 SF	1.09	15.54	26.56	174.89	(0.00)	174.89
Paint Walls For Match							
33. Interior door unit	1.00 EA	316.68	37.06	63.34	417.08	(0.00)	417.08
To Include Framing							
34. Paint door/window trim & jamb - 2 coats (per side)	2.00 EA	34.48	8.06	13.80	90.82	(0.00)	90.82
Totals: Laundry Room			127.81	218.52	1,438.78	0.00	1,438.78

NWA Claims, LLC.

P.O. Box 4872
Fayetteville, AR 72702
479-871-3700



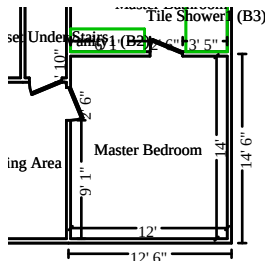
Dining Area

Height: 9'

214.06 SF Walls	88.47 SF Ceiling
302.53 SF Walls & Ceiling	88.47 SF Floor
9.83 SY Flooring	22.25 LF Floor Perimeter
28.17 LF Ceil. Perimeter	

Door	2' 6" X 6' 8"	Opens into MASTER_BEDRO
Door	2' 6" X 6' 8"	Opens into CLOSET_UNDER
Missing Wall - Goes to Floor	11" X 6' 8"	Opens into LIVING_ROOM
Missing Wall	6" X 9'	Opens into LIVING_ROOM
Missing Wall	10' X 9'	Opens into KITCHEN

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
35. 1/2" - drywall per LF - up to 2' tall	22.25 LF	11.38	29.63	50.64	333.48	(0.00)	333.48
36. Paint the walls - two coats	214.06 SF	1.09	27.30	46.66	307.29	(0.00)	307.29
Paint Walls For Match							
37. Remove Pre-finished solid wood flooring	44.23 SF	2.70	13.97	23.88	157.27	(0.00)	157.27
Remove portion of wood flooring during mitigation							
38. Pre-finished solid wood flooring	88.47 SF	9.54	98.75	168.80	1,111.55	(0.00)	1,111.55
Totals: Dining Area			169.65	289.98	1,909.59	0.00	1,909.59



Master Bedroom

Height: 9'

434.67 SF Walls	168.00 SF Ceiling
602.67 SF Walls & Ceiling	168.00 SF Floor
18.67 SY Flooring	47.00 LF Floor Perimeter
52.00 LF Ceil. Perimeter	

Door	2' 6" X 6' 8"	Opens into MASTER_BATHR
Door	2' 6" X 6' 8"	Opens into DINING_AREA

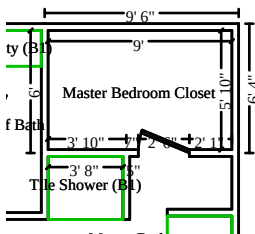
DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
39. 1/2" - drywall per LF - up to 2' tall	47.00 LF	11.38	62.58	106.98	704.42	(0.00)	704.42
40. Remove Pre-finished solid wood flooring	84.00 SF	2.70	26.53	45.36	298.69	(0.00)	298.69
Remove half of the wood flooring not removed during mitigation.							
41. Pre-finished solid wood flooring	168.00 SF	9.54	187.52	320.54	2,110.78	(0.00)	2,110.78
42. Baseboard *	47.00 LF	3.82	21.01	35.90	236.45	(0.00)	236.45
43. Paint baseboard - one coat	47.00 LF	1.03	5.66	9.68	63.75	(0.00)	63.75
44. Paint the walls - two coats	434.67 SF	1.09	55.43	94.76	623.98	(0.00)	623.98

NWA Claims, LLC.

P.O. Box 4872
Fayetteville, AR 72702
479-871-3700

CONTINUED - Master Bedroom

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
Paint Walls For Match							
45. Interior door unit To Include Framing	1.00 EA	316.68	37.06	63.34	417.08	(0.00)	417.08
46. Paint door/window trim & jamb - 2 coats (per side)	2.00 EA	34.48	8.06	13.80	90.82	(0.00)	90.82
Totals: Master Bedroom			403.85	690.36	4,545.97	0.00	4,545.97

**Master Bedroom Closet****Height: 9'**

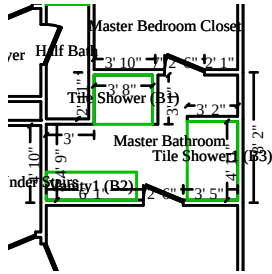
250.33 SF Walls	52.50 SF Ceiling
302.83 SF Walls & Ceiling	52.50 SF Floor
5.83 SY Flooring	27.17 LF Floor Perimeter
29.67 LF Ceil. Perimeter	

Door**2' 6" X 6' 8"****Opens into MASTER_BATHR**

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
47. 1/2" - drywall per LF - up to 2' tall	27.17 LF	11.38	36.18	61.84	407.21	(0.00)	407.21
48. Pre-finished solid wood flooring	52.50 SF	9.54	58.60	100.18	659.63	(0.00)	659.63
49. Baseboard *	27.17 LF	3.82	12.14	20.76	136.69	(0.00)	136.69
50. Paint baseboard - one coat	27.17 LF	1.03	3.28	5.60	36.87	(0.00)	36.87
51. Paint the walls - two coats	250.33 SF	1.09	31.92	54.58	359.36	(0.00)	359.36
Paint Walls For Match							
52. Interior door unit To Include Framing	1.00 EA	316.68	37.06	63.34	417.08	(0.00)	417.08
53. Paint door/window trim & jamb - 2 coats (per side)	2.00 EA	34.48	8.06	13.80	90.82	(0.00)	90.82
Totals: Master Bedroom Closet			187.24	320.10	2,107.66	0.00	2,107.66

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Master Bathroom

Height: 9'

304.19 SF Walls	82.56 SF Ceiling
386.74 SF Walls & Ceiling	45.76 SF Floor
5.08 SY Flooring	18.67 LF Floor Perimeter
52.17 LF Ceil. Perimeter	

Door

2' 6" X 6' 8"

Opens into MASTER_BEDRO

Door

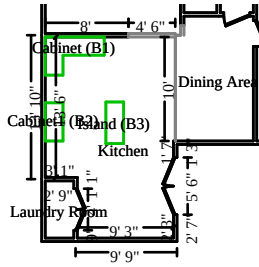
2' 6" X 6' 8"

Opens into MASTER_BEDR2

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
54. 1/2" - drywall per LF - up to 2' tall	18.67 LF	11.38	24.85	42.50	279.81	(0.00)	279.81
55. Pre-finished solid wood flooring	45.76 SF	9.54	51.07	87.32	574.94	(0.00)	574.94
56. Baseboard *	18.67 LF	3.82	8.34	14.26	93.92	(0.00)	93.92
57. Paint baseboard - one coat	18.67 LF	1.03	2.24	3.84	25.31	(0.00)	25.31
58. Paint the walls - two coats	304.19 SF	1.09	38.80	66.32	436.69	(0.00)	436.69
Paint Walls For Match							
59. Interior door unit	1.00 EA	316.68	37.06	63.34	417.08	(0.00)	417.08
To Include Framing							
60. Paint door/window trim & jamb - 2 coats (per side)	2.00 EA	34.48	8.06	13.80	90.82	(0.00)	90.82
61. Jetted tub *	1.00 EA	2,260.16	264.44	452.04	2,976.64	(0.00)	2,976.64
Replace Jetted Tub-Had to be removed to clean fecal matter which had settled under it.							
62. Masonry (Bid Item)	1.00 EA	675.00	78.97	135.00	888.97	(0.00)	888.97
Re-tile around tub							
63. Tile shower - 61 to 100 SF	1.00 EA	2,137.88	250.13	427.58	2,815.59	(0.00)	2,815.59
Replace shower stall - Hardware Included							
64. Vanity*	4.00 LF	154.22	72.18	123.38	812.44	(0.00)	812.44
65. Countertop - Reset*	4.00 LF	10.88	5.09	8.70	57.31	(0.00)	57.31
66. Plumbing (Bid Item)	1.00 EA	325.00	31.69	0.00	356.69	(0.00)	356.69
Reset plumbing fixtures in bathroom							
Totals: Master Bathroom			872.92	1,438.08	9,826.21	0.00	9,826.21

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Kitchen

Height: 9'

377.17 SF Walls	222.13 SF Ceiling
599.29 SF Walls & Ceiling	195.84 SF Floor
21.76 SY Flooring	26.50 LF Floor Perimeter
53.50 LF Ceil. Perimeter	

Door	4' X 6' 8"	Opens into LAUNDRY_ROOM
Door	5' 6" X 6' 8"	Opens into Exterior
Missing Wall	10' X 9'	Opens into DINING_AREA
Missing Wall - Goes to Floor	4' 6" X 6' 8"	Opens into LIVING_ROOM

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
67. Detach & Reset Countertop*	54.00 SF	33.07	208.93	357.16	2,351.87	(0.00)	2,351.87
Reset Countertop							
68. 1/2" - drywall per LF - up to 2' tall	26.50 LF	11.38	35.28	60.32	397.17	(0.00)	397.17
69. Remove Pre-finished solid wood flooring	97.92 SF	2.70	30.94	52.88	348.20	(0.00)	348.20
Remove half of the wood flooring not removed during mitigation.							
70. Pre-finished solid wood flooring	195.84 SF	9.54	218.59	373.66	2,460.56	(0.00)	2,460.56
71. Baseboard *	26.50 LF	3.82	11.84	20.24	133.31	(0.00)	133.31
72. Paint baseboard - one coat	26.50 LF	1.03	3.19	5.46	35.95	(0.00)	35.95
73. Paint the walls - two coats	377.17 SF	1.09	48.10	82.22	541.44	(0.00)	541.44
Paint Walls For Match							
74. Detach & Reset Range - freestanding - gas *	1.00 EA	160.88	18.83	32.18	211.89	(0.00)	211.89
Reset Stove							
75. Detach & Reset Refrigerator*	1.00 EA	54.02	6.32	10.80	71.14	(0.00)	71.14
Reset Refrigerator							
76. Detach & Reset Dishwasher	1.00 EA	234.69	27.46	46.94	309.09	(0.00)	309.09
Reset Dishwasher							
77. Remove Cabinetry - lower (base) units *	6.00 LF	8.65	6.07	10.38	68.35	(0.00)	68.35
Remove lower cabinet section not removed during mitigation							
78. Cabinetry - lower (base) units *	16.00 LF	361.97	677.60	1,158.30	7,627.42	(0.00)	7,627.42
Replace lower cabinets-Doors Included-R&Ret Hardware Included							
79. Plumbing (Bid Item)	1.00 EA	325.00	31.69	0.00	356.69	(0.00)	356.69
Reset All Plumbing Items/Plumbing/Garbage Disposal/Etc.							
Totals: Kitchen			1,324.84	2,210.54	14,913.08	0.00	14,913.08
Total: Downstairs			4,124.79	6,942.82	46,430.97	0.00	46,430.97

Stairs

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Miscellaneous

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
80. Insulation (Bid Item)	1.00 EA	-575.00	-67.27	-115.00	-757.27	(0.00)	-757.27
Replace damaged insulation on exterior walls							
81. Electrical (Bid Item)	1.00 EA	750.00	73.13	0.00	823.13	(0.00)	823.13
Address electrical items							
Totals: Miscellaneous			5.86	-115.00	65.86	0.00	65.86
Total: Stairs			5.86	-115.00	65.86	0.00	65.86
Line Item Totals: SKROCKI_SKETCH			4,130.65	6,827.82	46,496.83	0.00	46,496.83

Grand Total Areas:

4,438.26	SF Walls	1,398.22	SF Ceiling	5,836.48	SF Walls and Ceiling
1,365.36	SF Floor	151.71	SY Flooring	428.73	LF Floor Perimeter
0.00	SF Long Wall	0.00	SF Short Wall	574.89	LF Ceil. Perimeter
1,365.36	Floor Area	1,549.25	Total Area	4,064.17	Interior Wall Area
2,854.42	Exterior Wall Area	308.00	Exterior Perimeter of Walls		
0.00	Surface Area	0.00	Number of Squares	0.00	Total Perimeter Length
0.00	Total Ridge Length	0.00	Total Hip Length		

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Summary

Line Item Total	35,538.36
Overhead	3,413.91
Profit	3,413.91
Total Sales Tax	4,130.65
Replacement Cost Value	\$46,496.83
Net Claim	\$46,496.83

Mark Deaton

NWA Claims, LLC.

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1 1-IMG_4023

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2 2-IMG_4024

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3 3-IMG_4025

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4 4-IMG_4027

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5 5-IMG_4028

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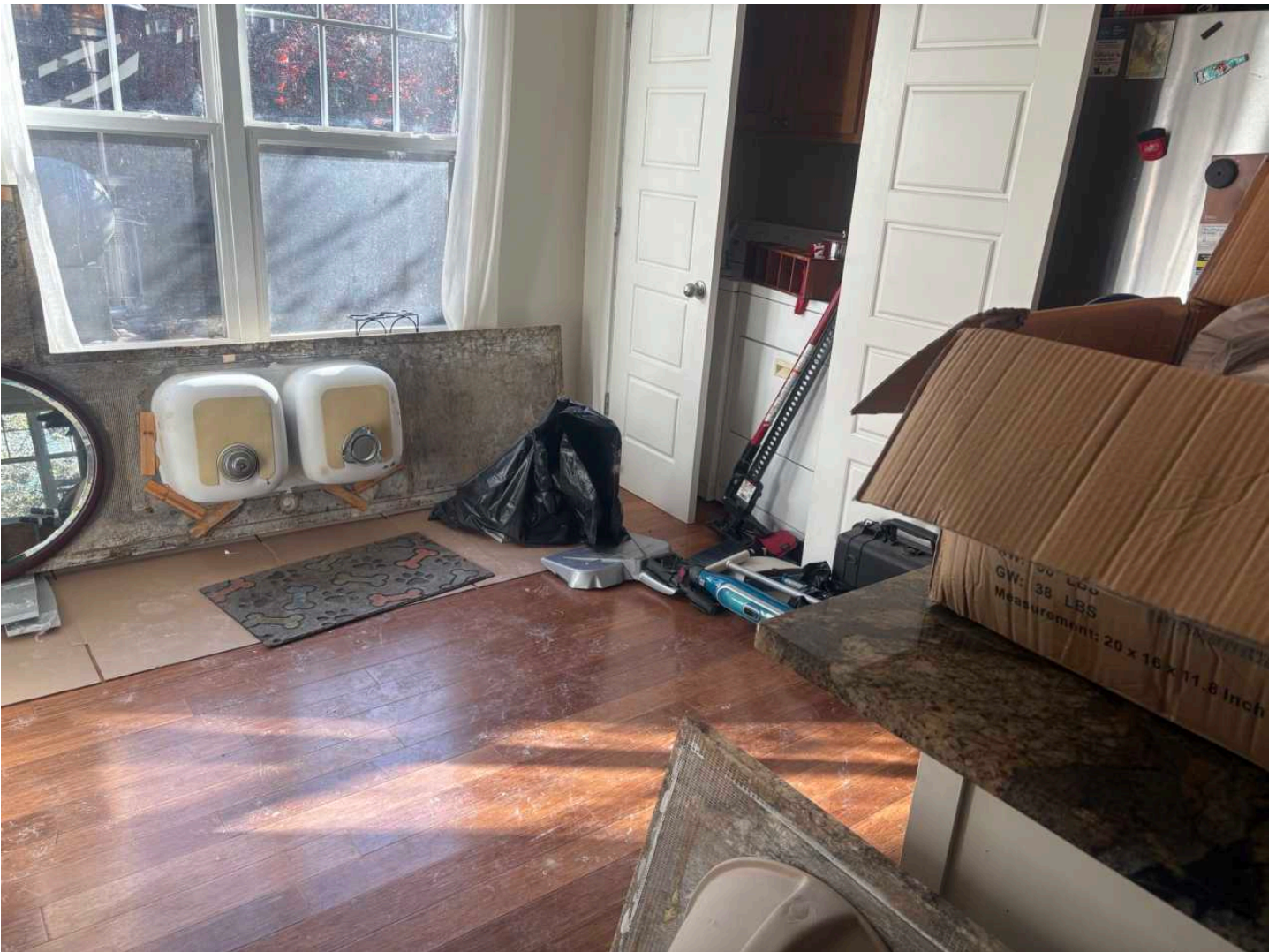
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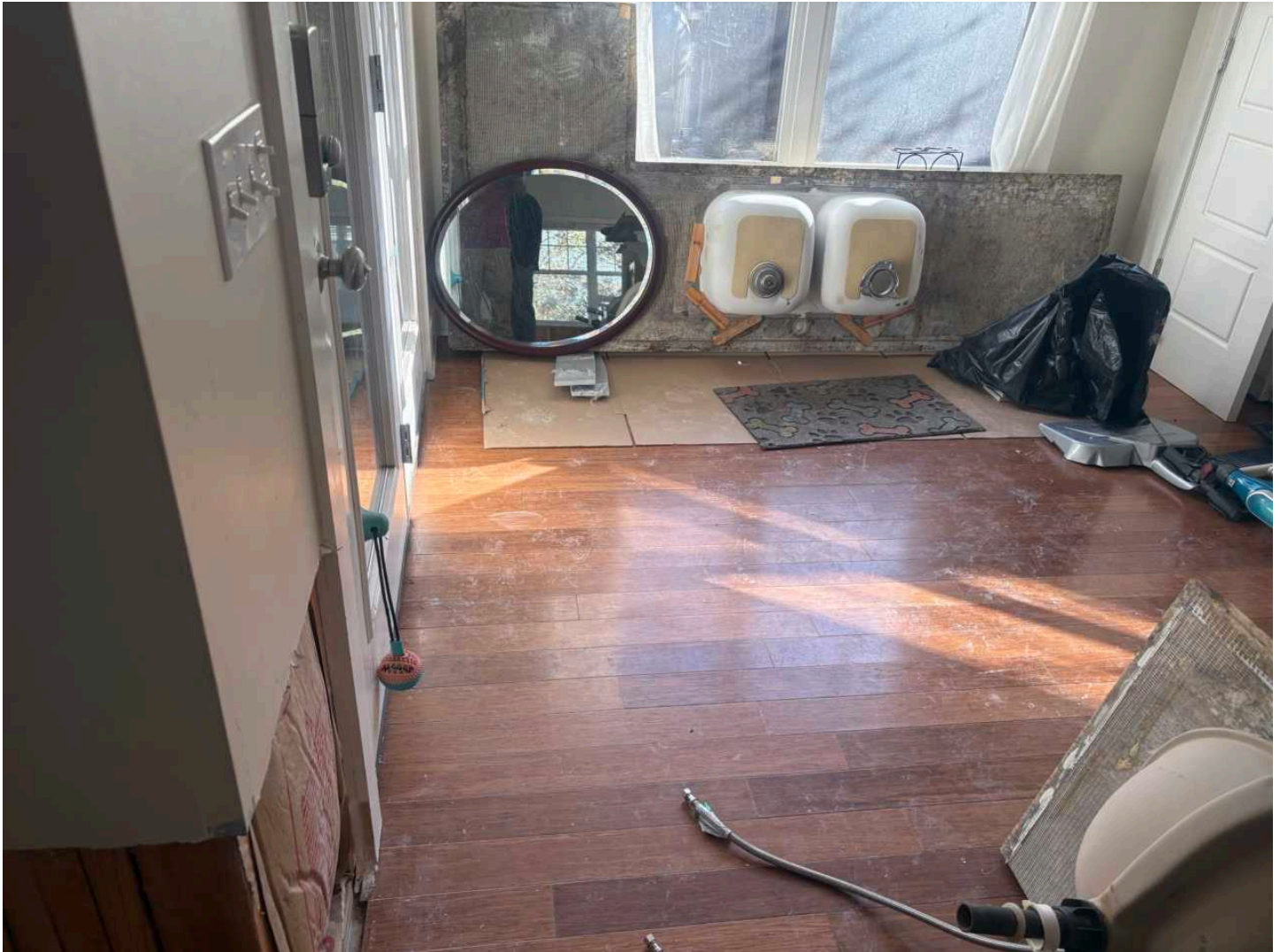
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NWA Claims, LLC.

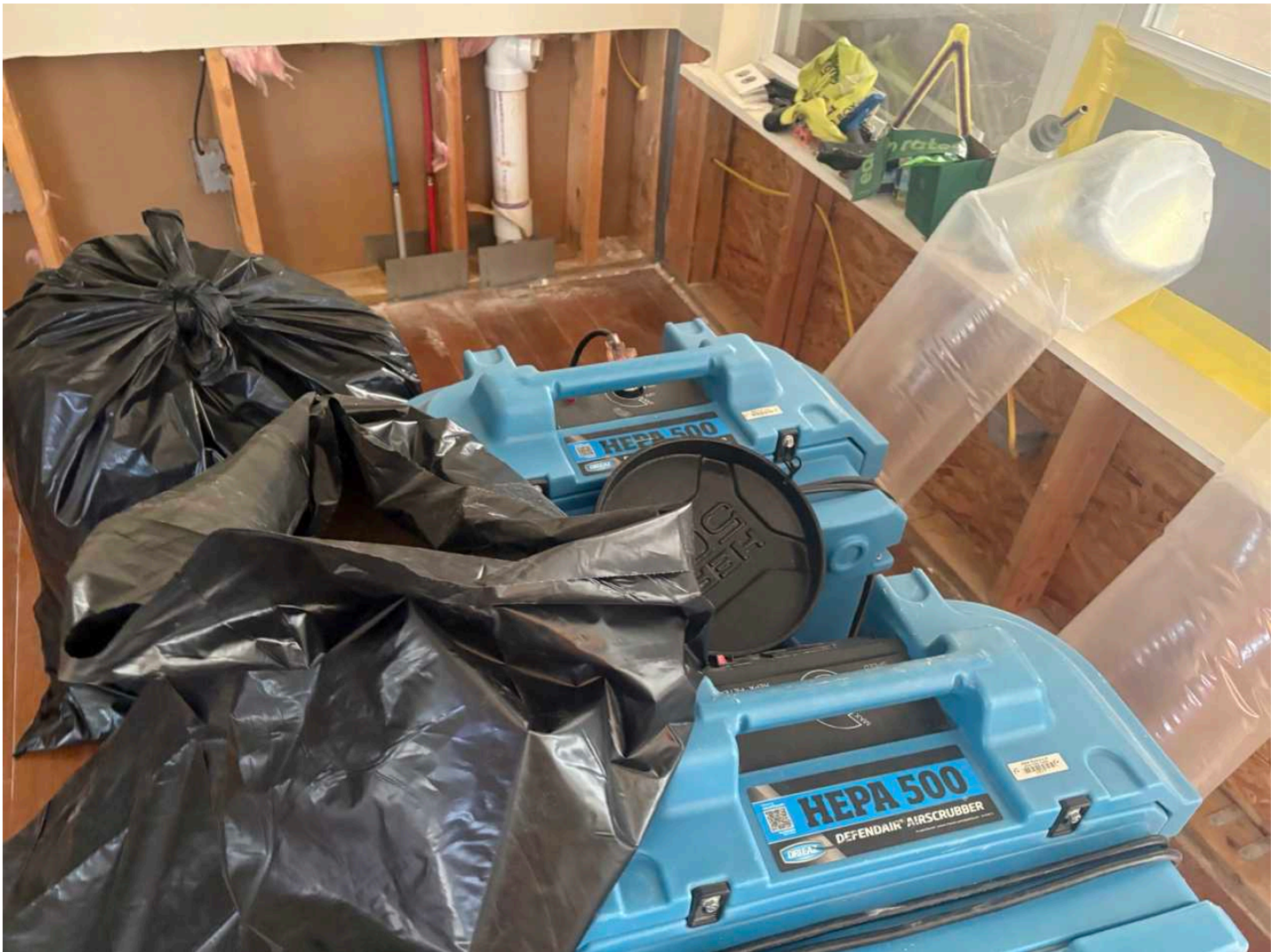
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NWA Claims, LLC.

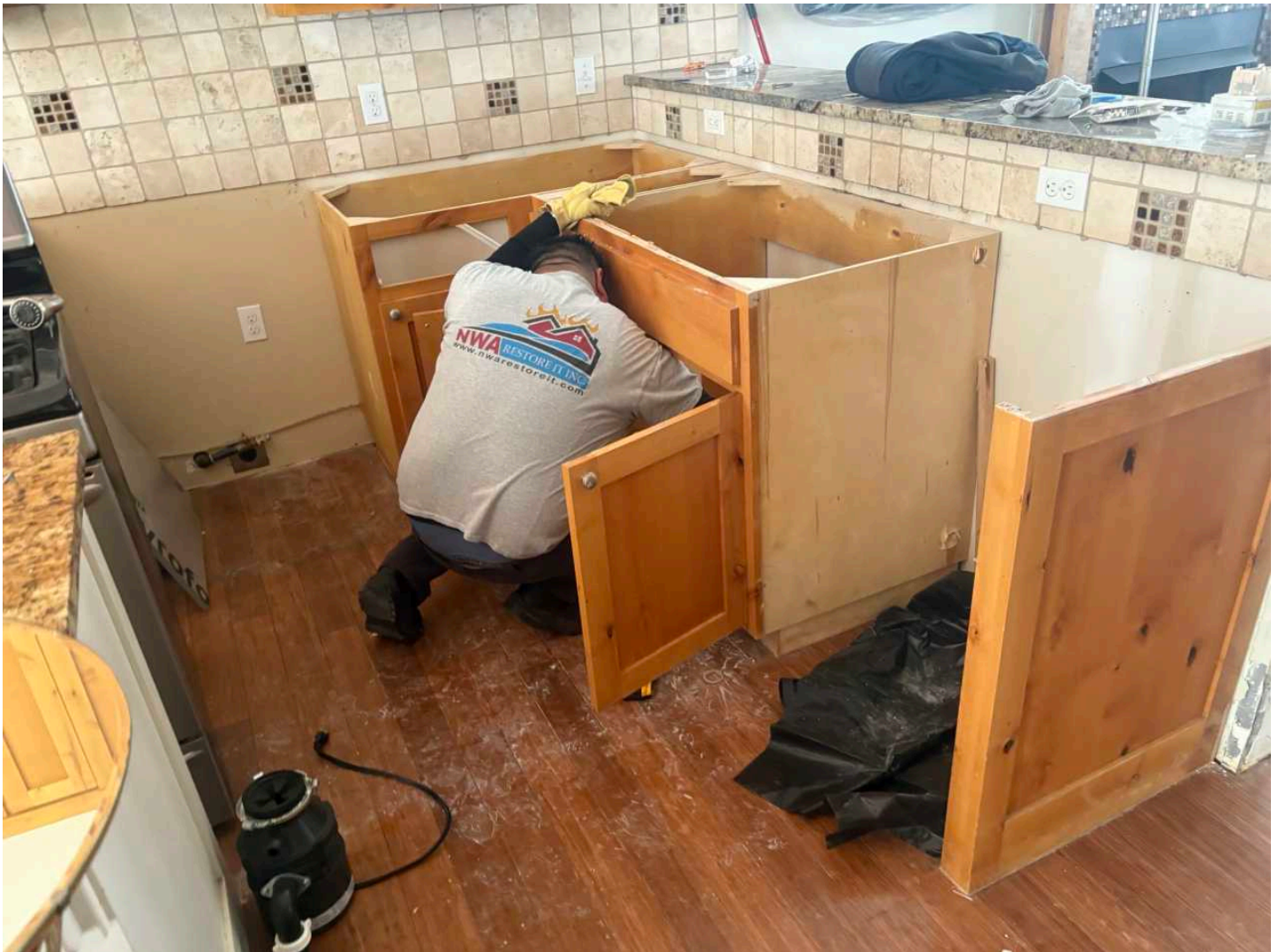
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11 11-IMG_4035

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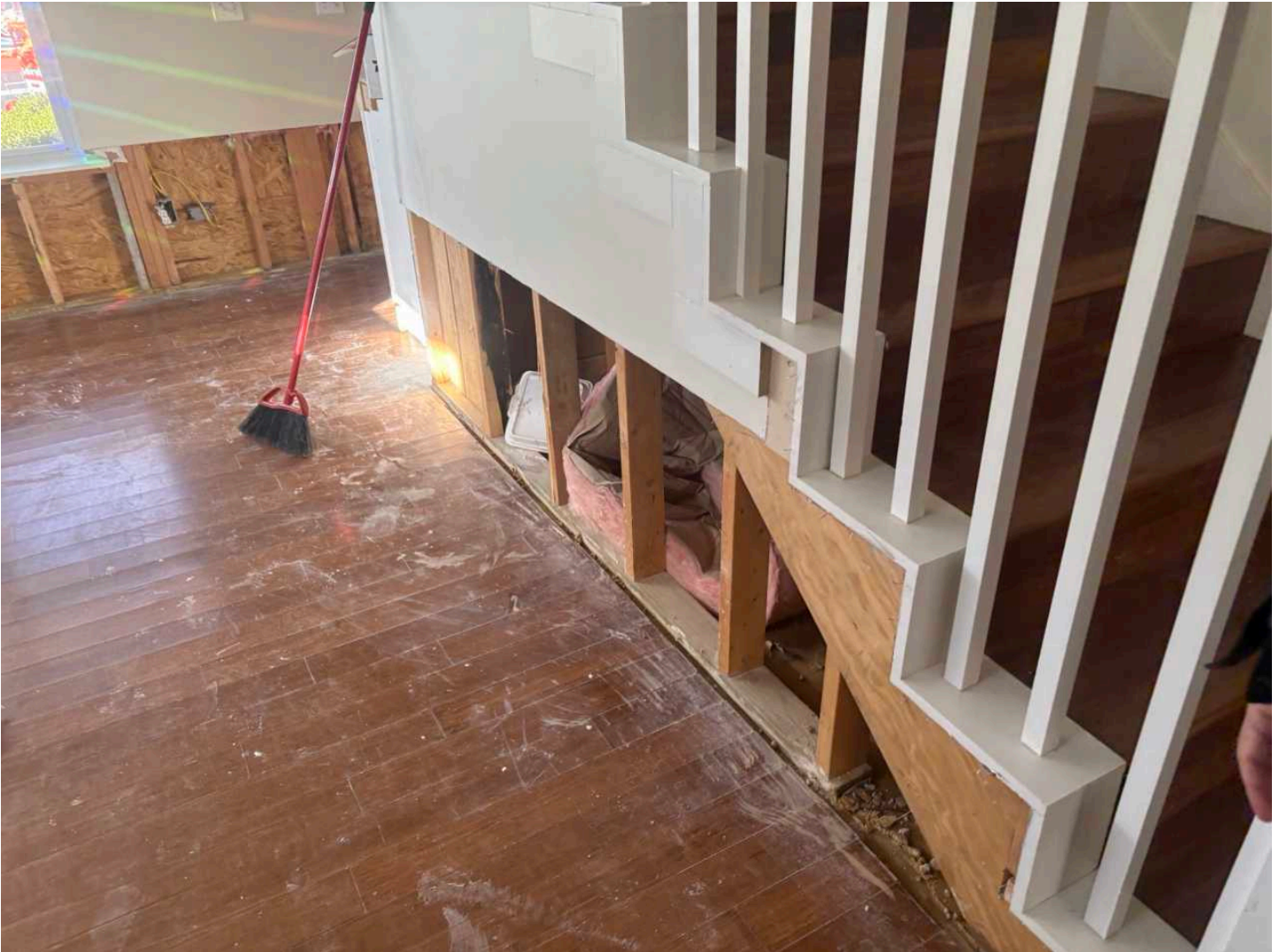
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12 12-IMG_4036

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13 13-IMG_4037

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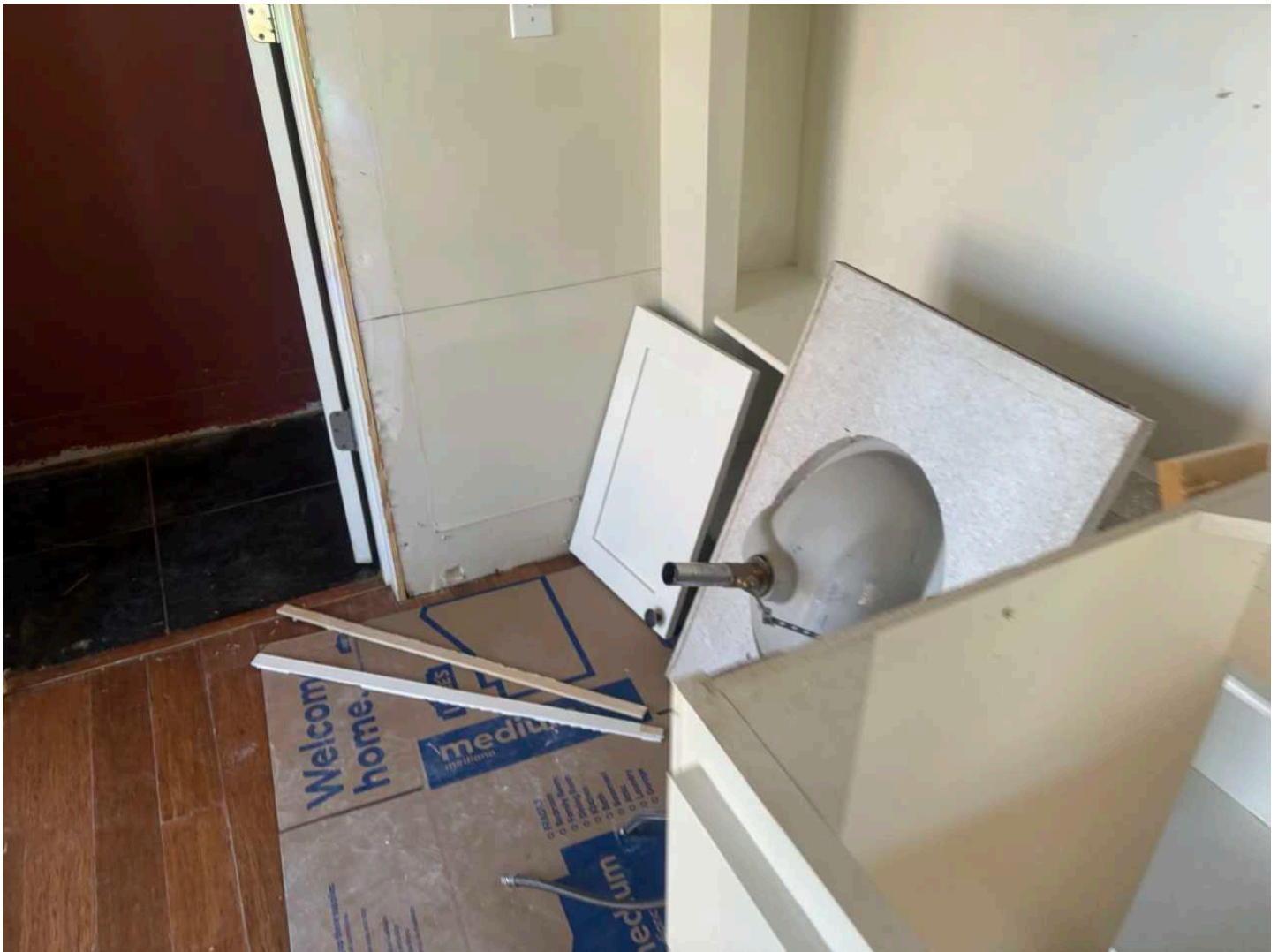
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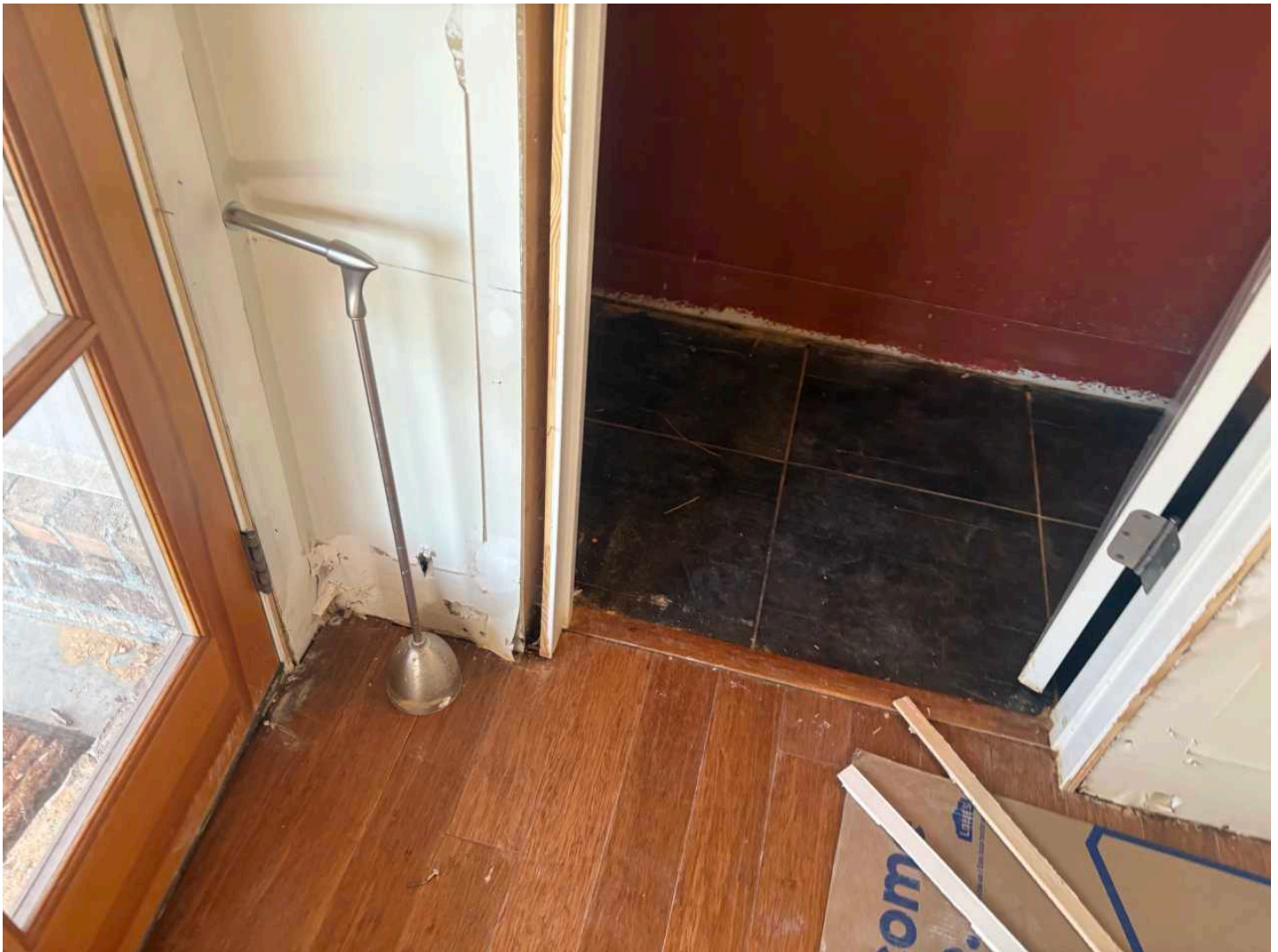
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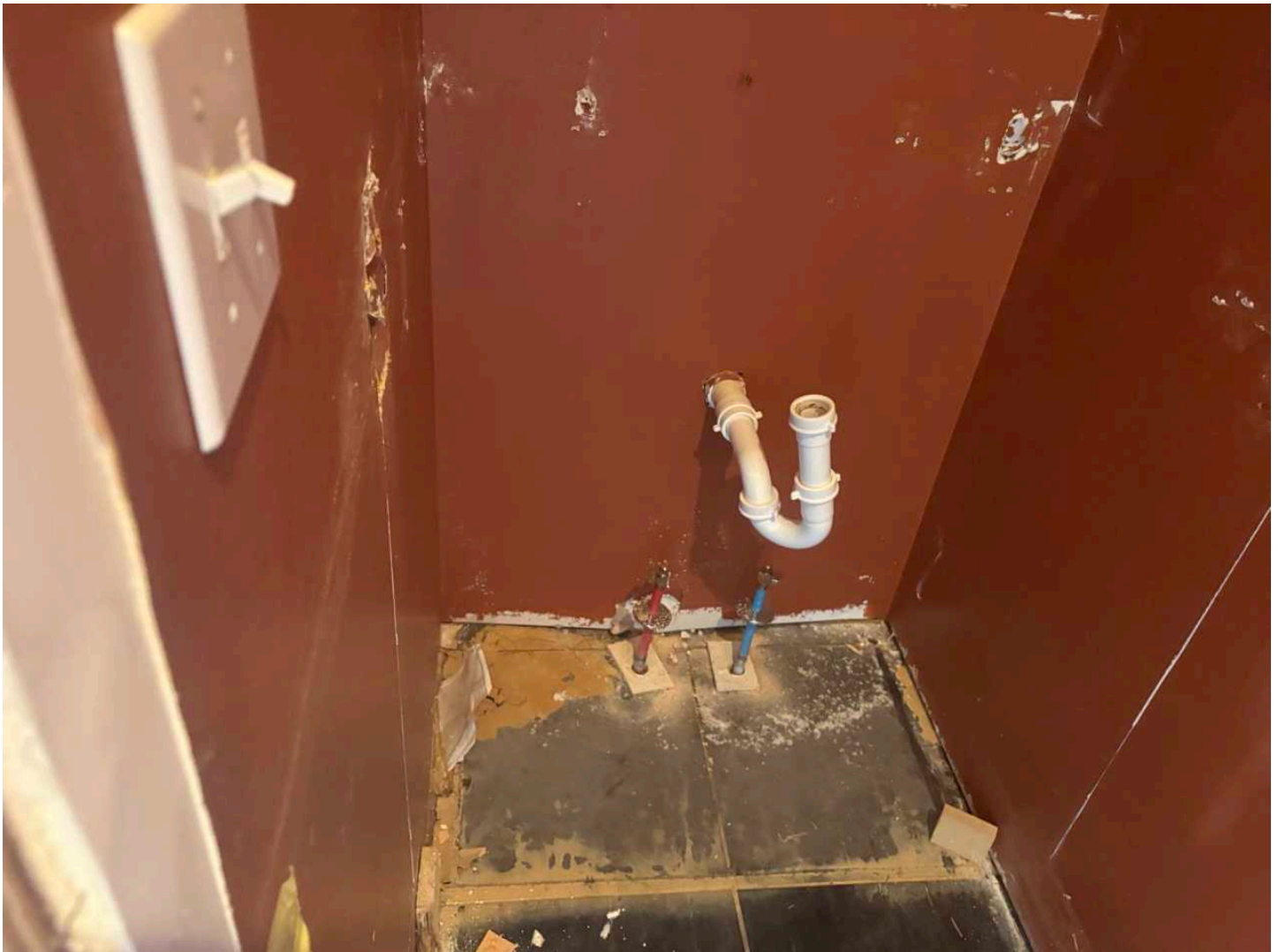
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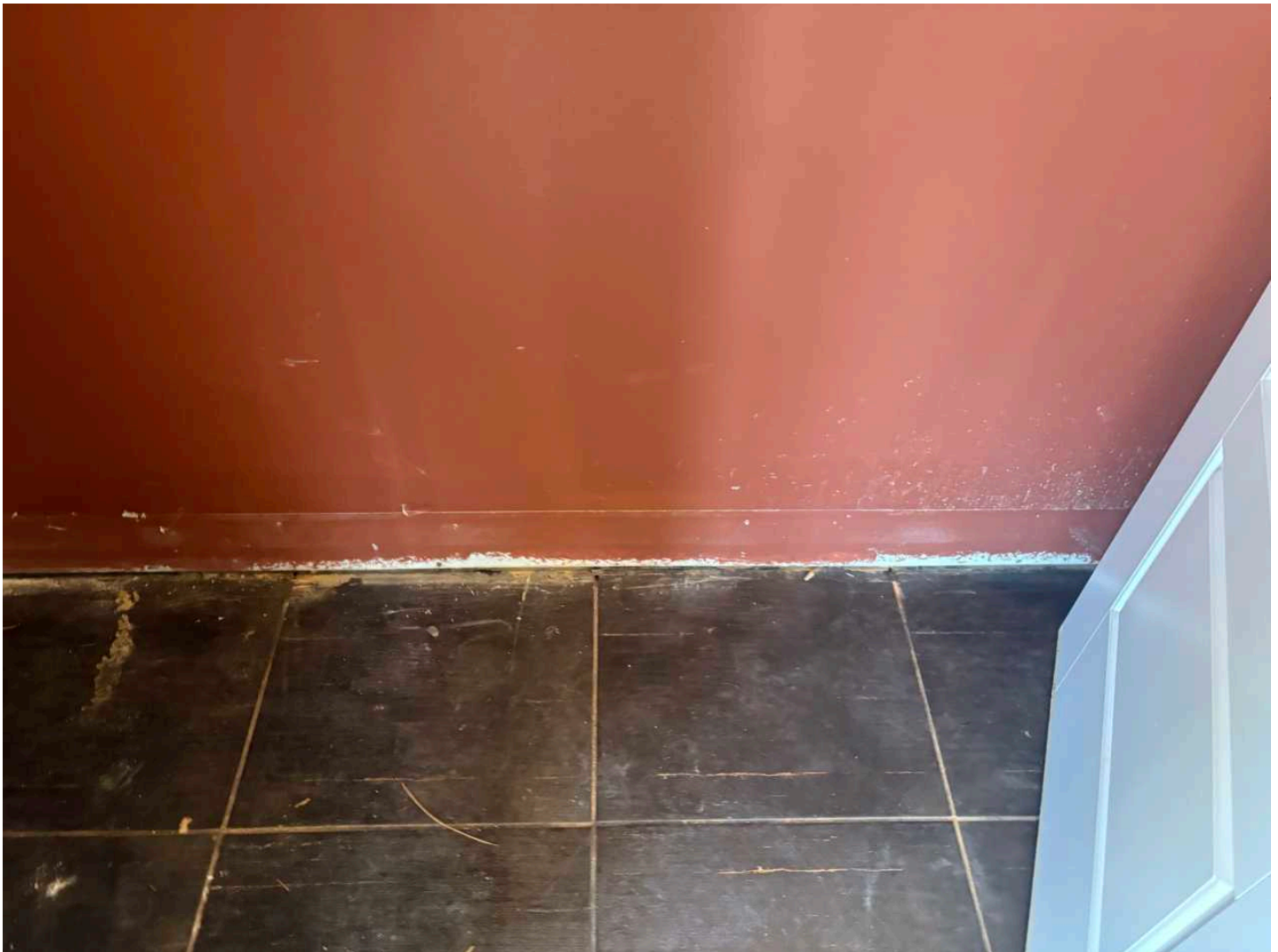
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18 18-IMG_4043

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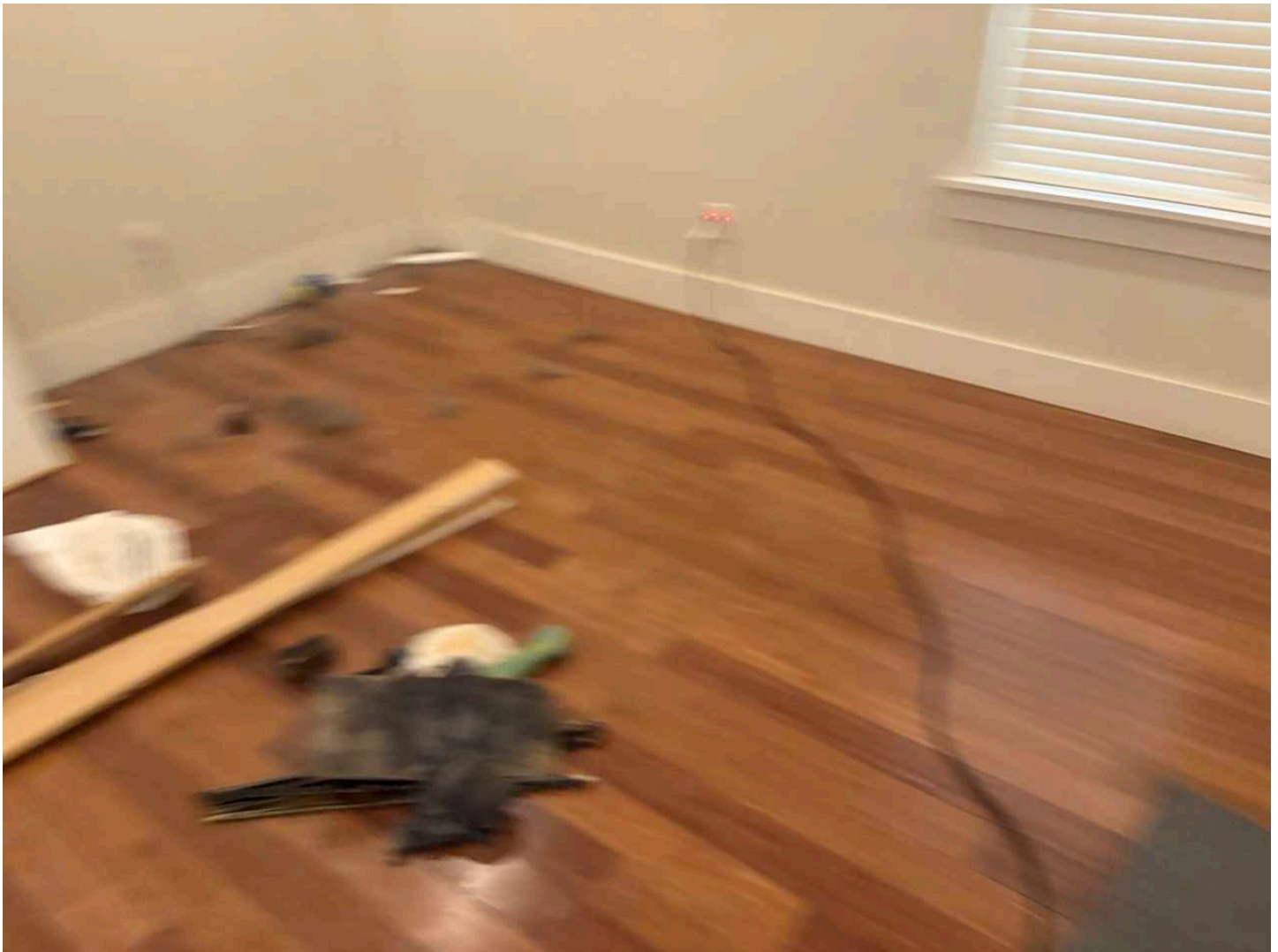
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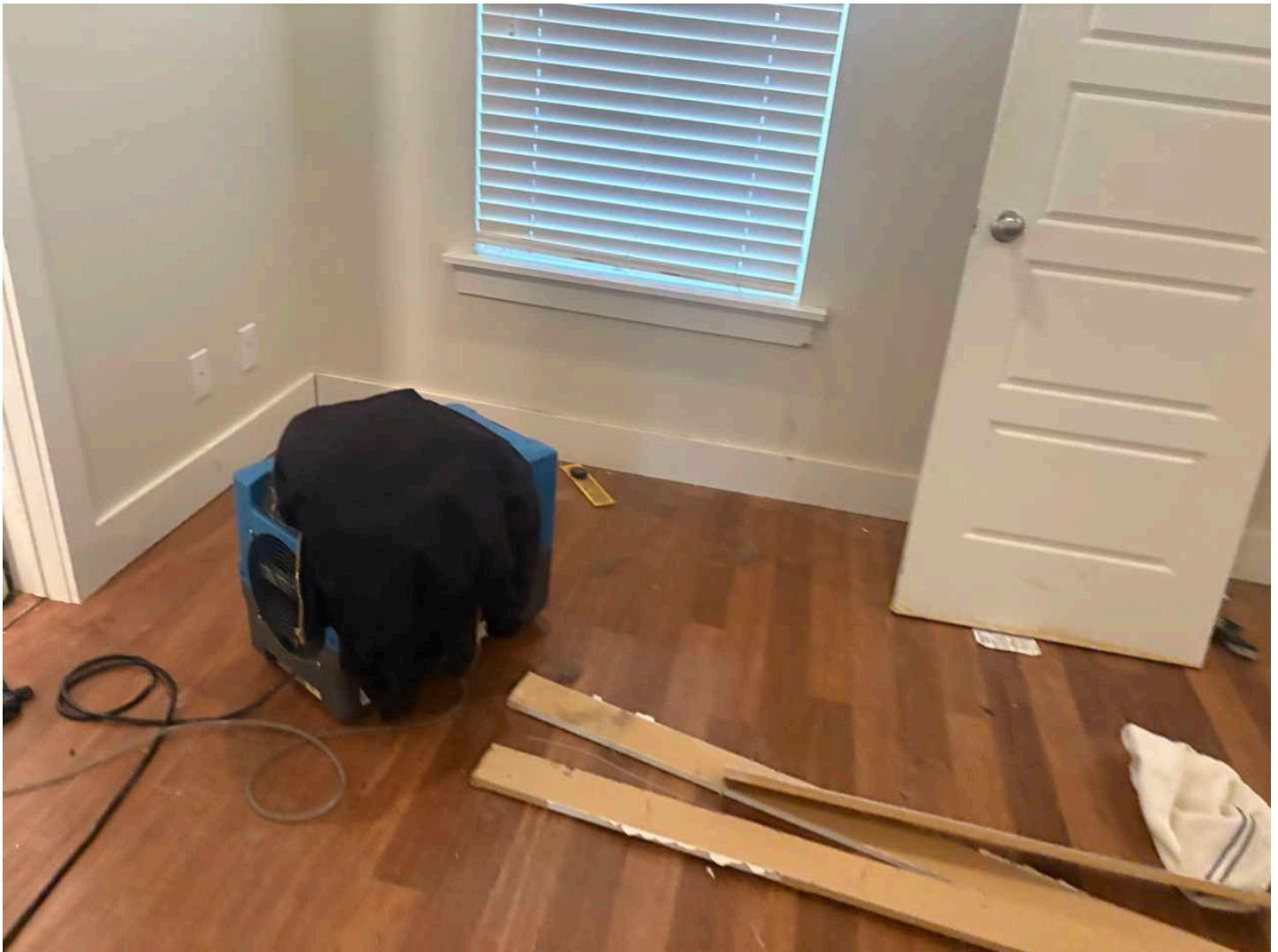
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21 21-IMG_4046

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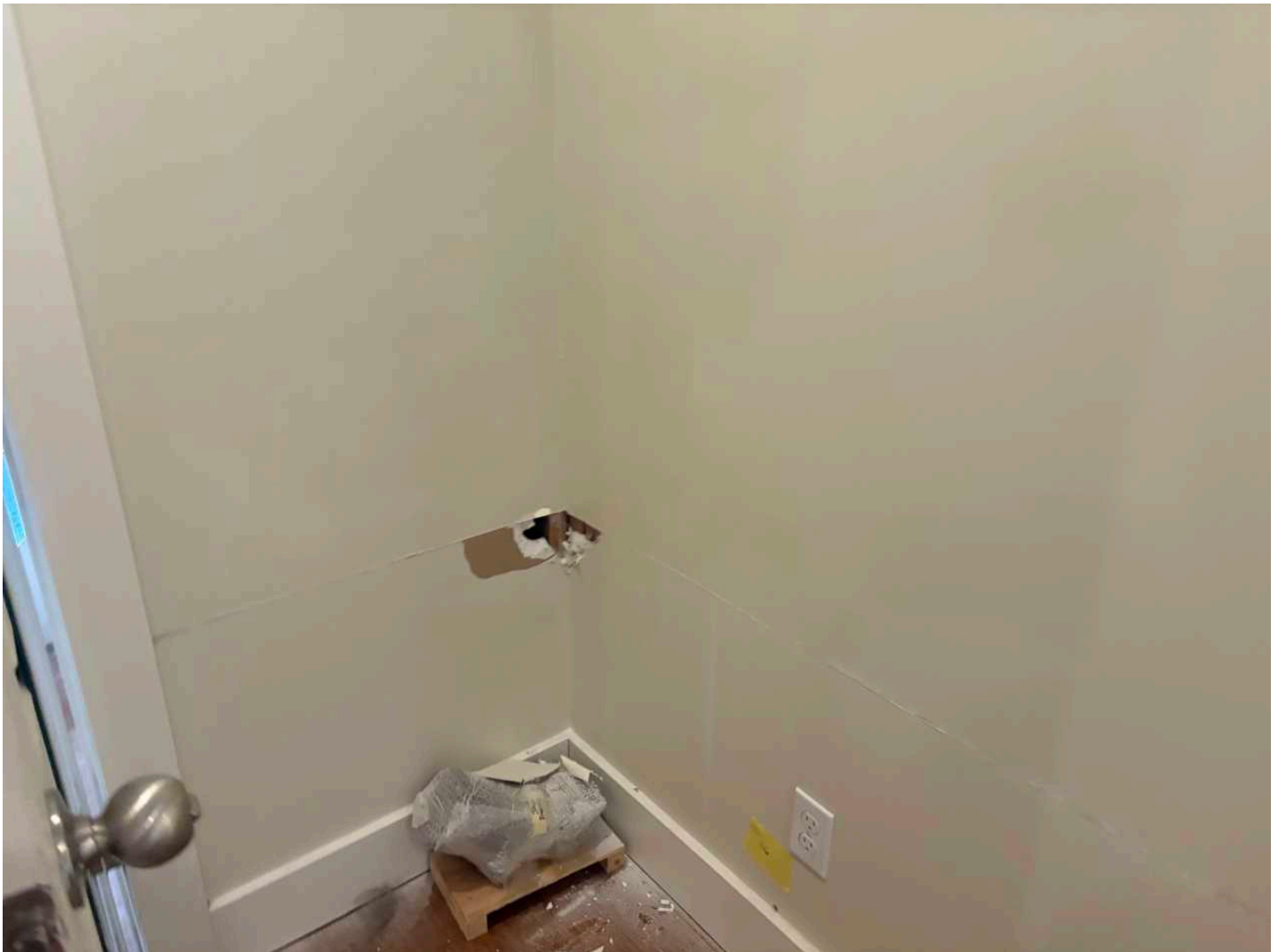
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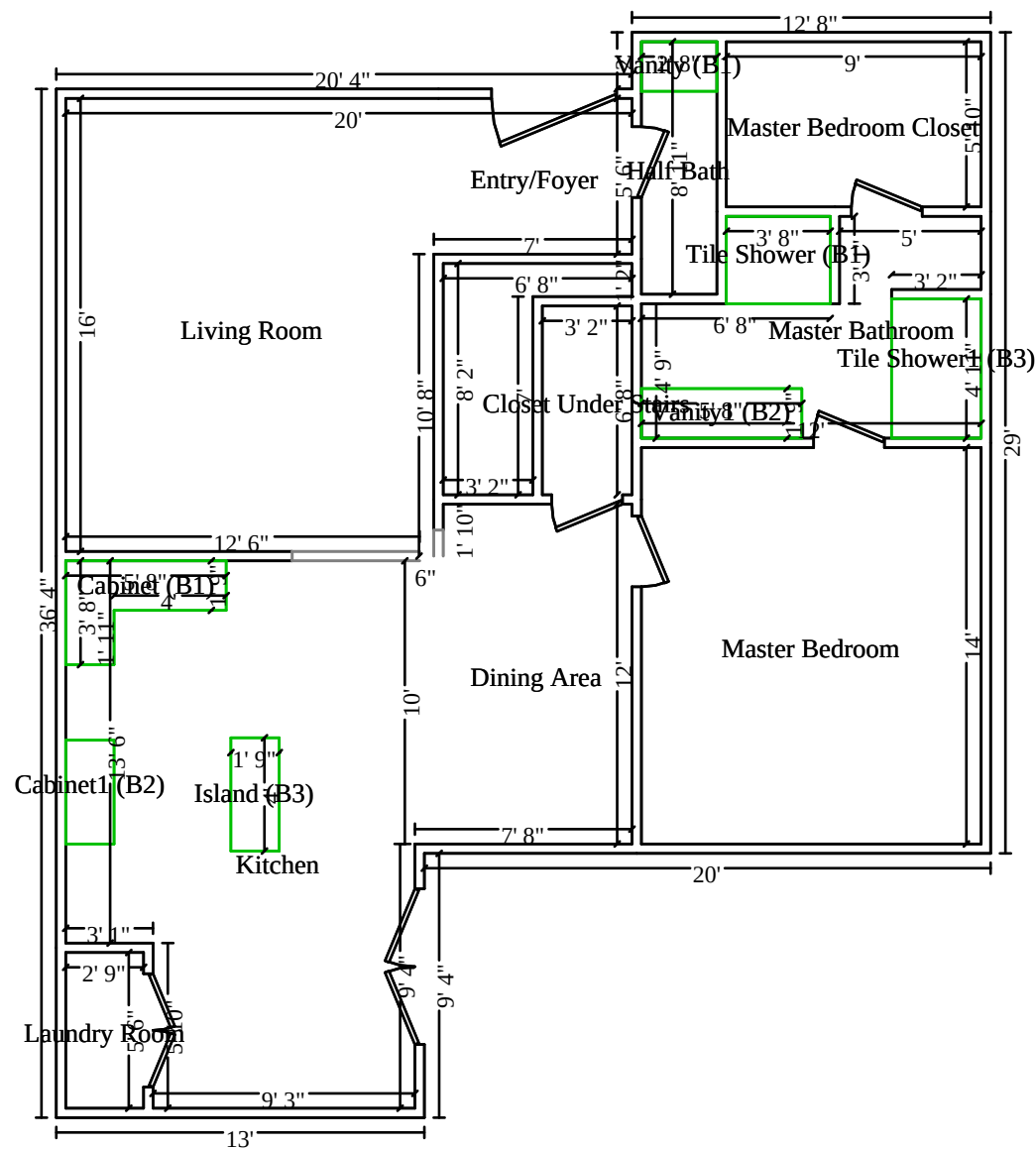
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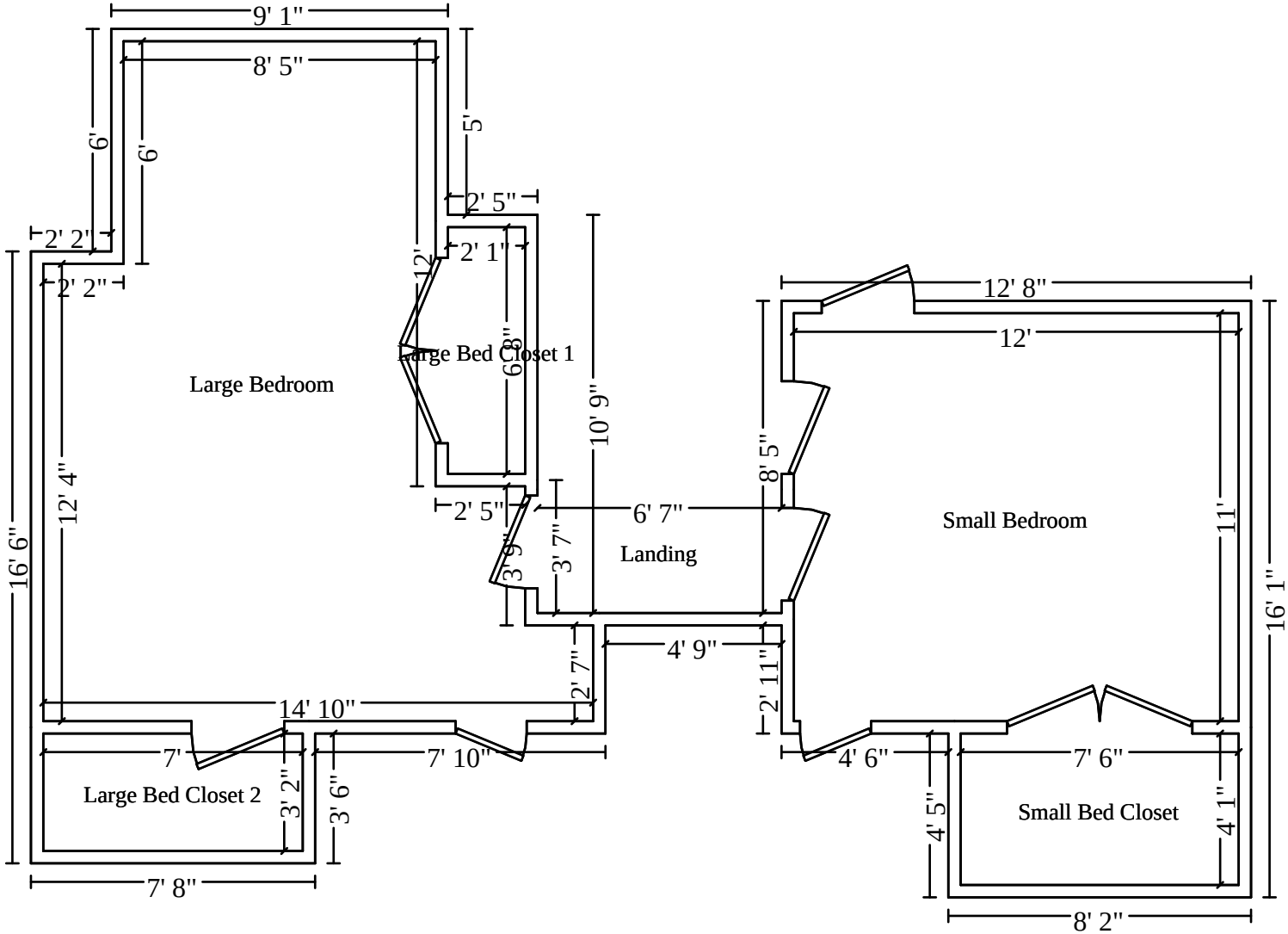
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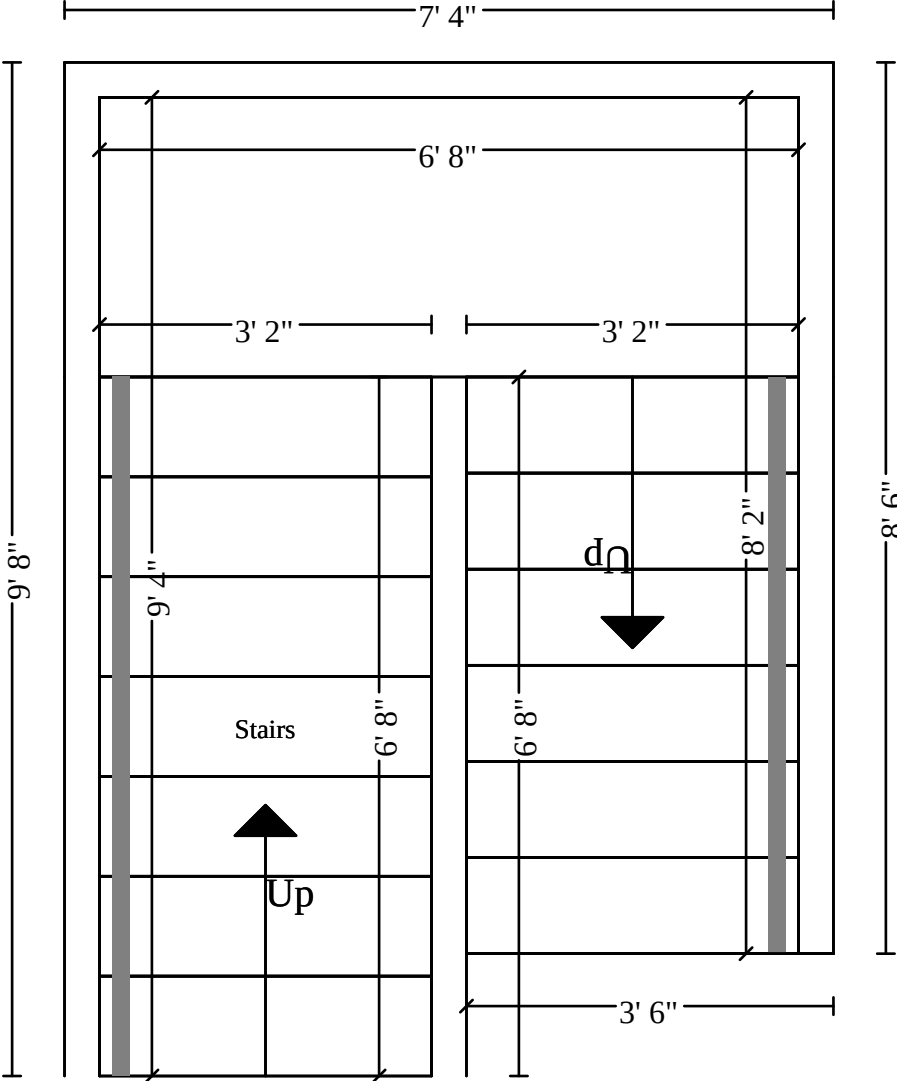


24 24-IMG_4049



Downstairs





Personal Property Lost Items

ROOM	ITEM	DESCRIPTION	VALUE	POTENTIALLY RECOVERABLE	Comments
KITCHEN	Food on counters	Assorted food exposed	\$75		0 Sewage air, approx 8 hrs
	Dog food	Dog food on floor	\$40		0
	Plants	Plants on floor	\$110		0
	Dog containers	Bowls, auto water dispenser	\$80		0 On floor, Rizzari Automatic Pet Water Bowl part of this
	Dishwasher	Stainless,	\$600		0 In standing sewage approx 8 hrs
	Stove	Gas 5 burner stove and oven including exhaust hood	\$950		0 Bottom instanding sewage appro 8 hrs. Top to match
					0
	Trash Can	Stainless trash can pedal	\$60		0
	Plastic storage	Containers in island approx 15 pcs	\$70		0 Close proximity to raw sewage
					0
	Bottom Cabinet				0
	Pots	13 pcs	\$280		0 Close proximity to raw sewage
	Cast iron pans	4 pcs	\$140		0 Close proximity to raw sewage
	Other pans	4 pcs	\$120		0 Close proximity to raw sewage
	Towels / trivets /				0 Close proximity to raw sewage
	pot holders	15 pcs	\$170		0 Close proximity to raw sewage
	Cleaning supplies		\$150		0 Close proximity to raw sewage
	under sink				0 Close proximity to raw sewage
	Free Standing Cabinet	Cabinet sitting under window that housed liquor and serving items	\$900	1	900 In standing seage for approx 8 hrs, potentially recoverable with refinish
					0
					0
	Runner carpet 10'x3'		\$300		0
	Under carpet pad 10'x3'		\$40		0
					0
DINING	6 chairs	Raised, solid wood	\$1,500	1	1500 Legs in sewage approx 8 hrs, potentially recoverable with refinish
	Dining room table	Solid wood	\$1,100	1	1100 Legs in sewage approx 8 hrs, potentially recoverable with refinish
	Air rifle	Rifle w/ scope	\$250		0 Butt stock in raw sewage
WATER HEATER CLOSET	Cleaning supplies floor	Chemicals	\$210		0
		Rags, towels on floor x 12	\$120		0
	Free standing selves		\$150		0
	Vacuum cleaner		\$175		0
	Steam cleaner		\$200		0
					0
LIVING ROOM					0
	8' Leather Couch	Full leather dog proof	\$2,500		0 Legs in standing sewage for 8 hrs as well as potentially underside of couch. Dog jumped on couch after paws in raw sewage.
	4' Fabric Love Seat	Custom furniture to the house	\$750		0 Legs in sewage approx 8 hrs, dog jumped on with contaminated paws
	4' Fabric Love Seat	Custom furniture to the house	\$600		0 Legs in sewage approx 8 hrs, dog jumped on with contaminated paws
	Fabric Bench Seat	Custom furniture to the house	\$800		0 Legs in sewage approx 8 hrs, dog jumped on with contaminated paws
	Ottoman storage bench		\$350		0 Legs in sewage approx 8 hrs, dog jumped on with contaminated paws
	Dog toys	several kong toys, chuck it balls	\$90		0
	Router		\$150		0 Replacement from ATT
	Google Nest Range Extender		\$90		0
	Accent lamp		\$75		0 fell on contaminated ground
	Electric cords	4 pcs	\$60		0
	Bar stools	3 pcs solid wood	\$450		0
	Coffee Table	Solid wood (Walnut)	\$400		0 Legs in sewage approx 8 hrs
	Area Rug	8 x 10	\$1,439		0 Rizzy Mod Mo575a Grey Area Rug
	Under Rug Pad	8 x 10	\$150		0
	Bottom shelf Curio				0
	Items by Entrance	Book	\$60		0
		Plant	\$40		0
		Photos	\$40		0
					0
1/2 BATHROOM					0
	Cleaning Supplies		\$65		0
	Towels / Rags	x 8	\$80		0
	Brush, plunger		\$30		0
	Bidet on toilet		\$90		0
BEDROOM					0
	King Bed frame Bernhardt 379-H06 Headboard Fabric, Bernhardt 379-FR06 Footboard/rails		\$1,095		0 Purchased 7/22/2024 Sam's Furniture order 15178
	Box Spring		\$270	1	270 Potentially recoverable
	Mattress		\$1,500	1	1500 Potentially recoverable, had a waterproof coverg
	Bedding	Comforter	\$150		0 Bedding replacement result of dog jumping on bed with contaminated paws
	Blankets	x 2	\$90		0 Bedding replacement result of dog jumping on bed with contaminated paws

MASTER BATHROOM	Dream Fit Enhanced Bamboo King Sheets FFBB004-75-5K5 Sheet Set		\$190		0 Bedding replacement result of dog jumping on bed with contaminated paws. Purchased Sam's Furniture 7/19/2024
	King Size Pillows (x 4), Decorative Pillow set (x3)	x1	\$125		0
	High Dresser	Solid wood 5'	\$800	1	800 Bottom in sewage 8 hrs. Potentially recoverable
	Low dresser	Solid wood 7'	\$1,300	1	1300 Bottom in sewage 8 hrs. Potentially recoverable
	End tables	Solid wood by bed x 2	\$600	1	600 Bottom in sewage 8 hrs. Potentially recoverable
	Air filter free standing		\$250		0
	Clothes bottom drawers				0
		Pants x 7 pr	\$280		0
		T shirts x 14	\$200		0
		Collar shirts x 12	\$360		0
		Socks x 15 pr	\$150		0
	End table lamps	x 2	\$100		0 Cords in sewage approx 8 hrs
	Dog bed	x1	\$90		0
					0
	Cleaning supplies bottom		\$175		0
	Bathroom products bottom		\$120		0
	Hairdryer		\$30		0
	Brush, plunger		\$30		0
	Bath mat		\$25		0
	Bath products tub		\$40		0 Tub overflow and raw sewage spill
					0
	Soft sided gun cases	x 6	\$260		0 Absorbed raw sewage. All exposed firearms recoverable after extensive disinfecting/lubricating
	Hard sided gun case	x 1	\$80		0
MASTER CLOSET	Shoes				0
	Sneakers	x 5	\$750		0
	Boots	x 3	\$420		0
	Special boots with Sole insoles	x 1	\$600		0 Cape Buffalo Courtenay Boots tyre style tread sourced from Africa Sporting Creations Dallas Safari Club with sole insoles
	Cowboy Boots	x 2	\$700		0 Caiman and bull hide
	Dress shoes	x3	\$510		0
	Shotgun shells Pheasant loads	x150	\$250		0 Disposed of with Fayetteville PD hand receipt
	Cabela's Compound Bow case	x1	\$90		0 Soft case, absorbed sewage
	Laser Rangefinder in Bow case	x1	\$100		0 Sat in sewage for 8 hrs.
	Bow release	x1	\$60		0 absorbed sewage
	Ultralight aluminum collapsible hunting tripod (rail and swivel attachments)	x1	\$300		0 elastic line within poles (similar to camping poles) could not be effectively decontaminated
EXTERIOR	Welcome mat	x2	\$80		0 Contaminated shoes making repeated contact
	8'x10' mat	x1	\$150		0 Contaminated items seeping sewage placed upon this mat in screened in porch area
ADDITIONAL EXPENSES	Tarps, gloves, towels for gun cleaning	x1	\$70.84		0 receipt TrueValue 12/10/25
			\$28,490	total personal property impacted	
			\$7,970	potentially recoverable amount	
			\$24,505	total personal property loss if half recoverable items are restored, doesn't include costs for restoration	



NWA Restore It Inc

13525 W. Highway 102
Centerton, AR 72719
Office: 479-795-1300
Fax: 479-795-1156
Tax-ID-- 72-1532198

Client: Skrocki, Christopher
Property: 516 N Fallin Ave
Fayetteville , AR 72701

Operator: GEORGIAC

Estimator: Georgia Coppock
Company: NWA Restore It Inc.
Business: 13525 W Hwy 102
Centerton, AR 72719

Business: (479) 795-1300
E-mail: georgiac@nwarestoreit.com

Type of Estimate:

Date Entered: 12/8/2025

Date Assigned:

Price List: ARFA8X_DEC25

Labor Efficiency: Restoration/Service/Remodel

Estimate: SKROCKI_CONT_0977C



NWA Restore It Inc

13525 W. Highway 102
Centerton, AR 72719
Office: 479-795-1300
Fax: 479-795-1156
Tax-ID-- 72-1532198

SKROCKI_CONT_0977C

Inventory Import

Inventory Import

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
1. On-Site Evaluation and/or Supervisor/Admin - per hour	25.00 HR	0.00	65.73	160.22	1,803.47
2. On-Site Inventory, Packing, Boxing, Moving chrg - per hour	76.33 HR	0.00	52.86	393.39	4,428.19
3. Cleaning Technician - per hour	138.00 HR	0.00	52.86	711.23	8,005.91
4. Moving Truck	1.00 EA	0.00	933.43	0.00	933.43
5. Job-site moving/storage container - (per month)	3.00 MO	0.00	249.00	72.83	819.83
This is for 3 months of storage (any additional months will be charged separately)					
6. Job-site moving container - pick up/del. (ea. way) 12'-20'	2.00 EA	0.00	99.50	19.40	218.40
Total: Inventory Import				1,357.07	16,209.23

Cleaning Items

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
7. Clean countertop appliance - small - Light clean	1.00 EA	0.00	7.82	0.77	8.59
8. Clean countertop appliance	5.00 EA	0.00	16.55	8.14	90.89
[Skrocki-000021] - Clean countertop appliance					
[Skrocki-000021] - Clean countertop appliance					
[Skrocki-000027] - Clean countertop appliance					
[Skrocki-000024] - Clean countertop appliance					
9. Clean countertop appliance - Heavy clean	3.00 EA	0.00	22.32	6.67	73.63
[Skrocki-000039] - Clean countertop appliance - Heavy clean					
[Skrocki-000039] - Clean countertop appliance - Heavy clean					
[Skrocki-000018] - Clean countertop appliance - Heavy clean					
10. Clean household appliance	3.00 EA	0.00	25.00	7.42	82.42
[Skrocki-000029] - Clean household appliance					
[Skrocki-000099] - Clean household appliance					
[Skrocki-000099] - Clean household appliance					
11. Clean household appliance - small	1.00 EA	0.00	8.46	0.84	9.30



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CONTINUED - Cleaning Items

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
[Skrocki-000028] - Clean household appliance - small					
12. Clean household appliance - Light clean	4.00 EA	0.00	16.13	6.37	70.89
[Skrocki-000021] - Clean household appliance					
[Skrocki-000099] - Clean household appliance - - Clean household appliance					
[Skrocki-000099] - Clean household appliance					
13. Clean vacuum cleaner - canister w/ attachments	1.00 EA	0.00	43.73	4.30	48.03
[Skrocki-000042] - Clean vacuum cleaner - canister w/ attachments					
14. Clean bag - handbag - small - Full service	2.00 EA	0.00	13.68	2.93	30.29
[Skrocki-000028] - Clean bag - handbag - small - Full service					
[Skrocki-000028] - Clean bag - handbag - small - Full service					
15. Clean bag - tote bag - Full service	1.00 EA	0.00	13.56	1.45	15.01
[Skrocki-000018] - Clean bag - tote bag - Full service					
16. Clean belt - leather - Full service	1.00 EA	0.00	6.67	0.72	7.39
[Skrocki-000065] - Clean belt - leather - Full service					
17. Clean back pack - outdoor - Full service	1.00 EA	0.00	18.82	2.01	20.83
[Skrocki-000068] - Clean back pack - outdoor - Full service					
18. Provide box & tape - medium size	42.00 EA	0.00	3.42	29.37	173.01
[Skrocki-000075] - Provide box & tape - medium size					
[Skrocki-000070] - Provide box & tape - medium size					
[Skrocki-000071] - Provide box & tape - medium size					
[Skrocki-000074] - Provide box & tape - medium size					
No tags					
[Skrocki-000033] - Provide box & tape - medium size					
[Skrocki-000076] - Provide box & tape - medium size					
[Skrocki-000084] - Provide box & tape - medium size					
Pillow					
No tags					
[Skrocki-000071] - Provide box & tape - medium size					
[Skrocki-000074] - Provide box & tape - medium size					
No tags					



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DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
[Skrocki-000039] - Provide box & tape - medium size					
[Skrocki-000078] - Provide box & tape - medium size					
[Skrocki-000085] - Provide box & tape - medium size					
[Skrocki-000098] - Provide box & tape - medium size					
[Skrocki-000070] - Provide box & tape - medium size					
[Skrocki-000072] - Provide box & tape - medium size					
[Skrocki-000032] - Provide box & tape - medium size					
[Skrocki-000075] - Provide box & tape - medium size					
[Skrocki-000083] - Provide box & tape - medium size					
Pillow					
No tags					
[Skrocki-000042] - Provide box & tape - medium size					
Blanket					
Pillow					
No tags					
[Skrocki-000073] - Provide box & tape - medium size					
[Skrocki-000081] - Provide box & tape - medium size					
[Skrocki-000028] - Provide box & tape - medium size					
[Skrocki-000042] - Provide box & tape - medium size					
[Skrocki-000032] - Provide box & tape - medium size					
[Skrocki-000073] - Provide box & tape - medium size					
[Skrocki-000072] - Provide box & tape - medium size					
Provide box & tape - medium size					
19. Provide box & tape - small size	25.00 EA	0.00	2.47	12.63	74.38
[Skrocki-000028] - Provide box & tape - small size					
[Skrocki-000069] - Provide box & tape - small size					
[Skrocki-000047] - Provide box & tape - small size					
[Skrocki-000045] - Provide box & tape - small size					
[Skrocki-000068] - Provide box & tape - small size					
[Skrocki-000100] - Provide box & tape - small size					
[Skrocki-000052] - Provide box & tape - small size					
[Skrocki-000030] - Provide box & tape - small size					
[Skrocki-000029] - Provide box & tape - small size					



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DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
[Skrocki-000082] - Provide box & tape - small size					
[Skrocki-000025] - Provide box & tape - small size					
[Skrocki-000027] - Provide box & tape - small size					
[Skrocki-000099] - Provide box & tape - small size					
[Skrocki-000069] - Provide box & tape - small size					
[Skrocki-000031] - Provide box & tape - small size					
[Skrocki-000028] - Provide box & tape - small size					
[Skrocki-000066] - Provide box & tape - small size					
[Skrocki-000061] - Provide box & tape - small size					
[Skrocki-000067] - Provide box & tape - small size					
[Skrocki-000065] - Provide box & tape - small size					
[Skrocki-000060] - Provide box & tape - small size					
[Skrocki-000064] - Provide box & tape - small size					
[Skrocki-000059] - Provide box & tape - small size					
[Skrocki-000063] - Provide box & tape - small size					
[Skrocki-000062] - Provide box & tape - small size					
20. Provide box & tape - large size	3.00 EA	0.00	4.63	2.84	16.73
[Skrocki-000048] - Provide box & tape - large size					
[Skrocki-000054] - Provide box & tape - large size					
[Skrocki-000026] - Provide box & tape - large size					
21. Provide box, packing paper & tape - medium size	1.00 EA	0.00	3.91	0.80	4.71
[Skrocki-000024] - Provide box, packing paper & tape - medium size					
22. Clean curtains - plain - large - Full service	4.00 EA	0.00	42.20	18.08	186.88
[Skrocki-000018] - Clean curtains - plain - large - Full service					
[Skrocki-000018] - Clean curtains - plain - large - Full service					
[Skrocki-000018] - Clean curtains - plain - large - Full service					
[Skrocki-000018] - Clean curtains - plain - large - Full service					
23. Clean gloves - Full service	2.00 EA	0.00	8.32	1.79	18.43
[Skrocki-000081] - Clean gloves - Full service					
[Skrocki-000081] - Clean gloves - Full service					
24. Clean hanger - padded - Full service	3.00 EA	0.00	3.88	1.24	12.88



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DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
[Skrocki-000065] - Clean hanger - padded - Full service					
25. Clean hat - Full service	1.00 EA	0.00	20.19	2.17	22.36
[Skrocki-000028] - Clean hat - Full service					
26. Clean mittens - Full service	1.00 EA	0.00	4.06	0.44	4.50
[Skrocki-000018] - Clean mittens - Full service					
27. Clean pillow - large - Full service	1.00 EA	0.00	21.48	2.30	23.78
[Skrocki-000083] - Clean pillow - large - Full service					
28. Clean pillow case - Full service	2.00 EA	0.00	4.47	0.96	9.90
[Skrocki-000018] - Clean pillow case - Full service					
[Skrocki-000018] - Clean pillow case - Full service					
29. Clean toy - Full service	1.00 EA	0.00	12.43	1.33	13.76
[Skrocki-000096] - Clean toy - Full service					
30. Clean toy - small - Full service	1.00 EA	0.00	9.46	1.01	10.47
[Skrocki-000096] - Clean toy - small - Full service					
31. Clean toy - doll clothes - Full service	8.00 EA	0.00	6.01	5.15	53.23
[Skrocki-000058] - Clothes					
[Skrocki-000057] - Clothes					
[Skrocki-000051] - Clothes					
[Skrocki-000053] - Clothes					
[Skrocki-000050] - Clothes					
[Skrocki-000049] - Clothes					
[Skrocki-000055] - Clothes					
[Skrocki-000056] - Clothes					
32. Clean towel - Full service	1.00 EA	0.00	3.23	0.35	3.58
[Skrocki-000048] - Clean towel - Full service					
33. Clean wall hanging - Full service	1.00 EA	0.00	16.29	1.74	18.03
[Skrocki-000031] - Clean wall hanging - Full service					
34. Clean electronics / accessories - exterior wipe down	5.00 EA	0.00	9.88	5.00	54.40
[Skrocki-000097] - Clean electronics / accessories - exterior wipe down					
[Skrocki-000039] - Clean electronics / accessories - exterior wipe down					
[Skrocki-000077] - Clean electronics / accessories - exterior wipe down					
[Skrocki-000028] - Clean electronics / accessories - exterior wipe down					



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CONTINUED - Cleaning Items

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
[Skrocki-000028] - Clean electronics / accessories - exterior wipe down					
35. Clean electronics / accessories - small - ext. wipe down	8.00 EA	0.00	1.87	1.48	16.44
[Skrocki-000052] - Clean electronics / accessories - small - ext. wipe down					
[Skrocki-000045] - Clean electronics / accessories - small - ext. wipe down					
[Skrocki-000081] - Clean electronics / accessories - small - ext. wipe down					
[Skrocki-000045] - Clean electronics / accessories - small - ext. wipe down					
[Skrocki-000024] - Clean electronics / accessories - small - ext. wipe down					
[Skrocki-000029] - Clean electronics / accessories - small - ext. wipe down					
[Skrocki-000028] - Clean electronics / accessories - small - ext. wipe down					
[Skrocki-000028] - Clean electronics / accessories - small - ext. wipe down					
36. Cleaning - Electronics - per hour	3.00 HR	0.00	52.86	15.46	174.04
[Skrocki-000099] - Cleaning - Electronics					
[Skrocki-000099] - Cleaning - Electronics - per hour					
[Skrocki-000028] - Cleaning - Electronics - per hour					
37. Clean bar contents	14.00 LF	0.00	13.95	19.61	214.91
[Skrocki-000052] - Clean bar contents					
[Skrocki-000052] - Clean bar contents					
[Skrocki-000052] - Clean bar contents					
[Skrocki-000052] - Clean bar contents					
[Skrocki-000052] - Clean bar contents					
[Skrocki-000052] - Clean bar contents					
[Skrocki-000052] - Clean bar contents					
[Skrocki-000052] - Clean bar contents					
[Skrocki-000052] - Clean bar contents					
[Skrocki-000030] - Clean bar contents					
[Skrocki-000052] - Clean bar contents					
[Skrocki-000052] - Clean bar contents					
[Skrocki-000052] - Clean bar contents					
38. Clean bar contents	1.00 LF	0.00	13.95	1.40	15.35
[Skrocki-000052] - Clean bar contents					
39. Clean bookcase contents	9.00 LF	0.00	11.19	10.15	110.86



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DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
[Skrocki-000052] - Clean bookcase contents					
[Skrocki-000081] - Clean bookcase contents					
[Skrocki-000024] - Clean bookcase contents					
[Skrocki-000024] - Clean bookcase contents					
[Skrocki-000029] - Clean bookcase contents					
40. Clean bookcase contents	3.00 LF	0.00	11.19	3.38	36.95
[Skrocki-000045] - Clean bookcase contents					
[Skrocki-000045] - Clean bookcase contents					
[Skrocki-000045] - Clean bookcase contents					
41. Clean bric-a-brac - per Lg box	37.00 EA	0.00	85.61	311.89	3,479.46
[Skrocki-000099] - Clean bric-a-brac - per Lg box					
[Skrocki-000099] - Clean bric-a-brac - per Lg box					
[Skrocki-000099] - Clean bric-a-brac - per Lg box					
Clean bric-a-brac - per Lg box					
[Skrocki-000099] - Clean bric-a-brac - per Lg box					
[Skrocki-000099] - Clean bric-a-brac - per Lg box					
[Skrocki-000099] - Clean bric-a-brac - per Lg box					
[Skrocki-000099] - Clean bric-a-brac - per Lg box					
[Skrocki-000099] - Clean bric-a-brac - per Lg box					
[Skrocki-000099] - Clean bric-a-brac - per Lg box					
[Skrocki-000099] - Clean bric-a-brac - per Lg box					
[Skrocki-000099] - Clean bric-a-brac - per Lg box					
[Skrocki-000099] - Clean bric-a-brac - per Lg box					
[Skrocki-000099] - Clean bric-a-brac - per Lg box					
[Skrocki-000099] - Clean bric-a-brac - per Lg box					
[Skrocki-000099] - Clean bric-a-brac - per Lg box					
Clean bric-a-brac - per Lg box					
[Skrocki-000099] - Clean bric-a-brac - per Lg box					
[Skrocki-000099] - Clean bric-a-brac - per Lg box					
[Skrocki-000099] - Clean bric-a-brac - per Lg box					
[Skrocki-000099] - Clean bric-a-brac - per Lg box					



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CONTINUED - Cleaning Items

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
[Skrocki-000026] - Clean bric-a-brac - per Lg box					
[Skrocki-000081] - Clean bric-a-brac - per Lg box					
[Skrocki-000099] - Clean bric-a-brac - per Lg box					
[Skrocki-000099] - Clean bric-a-brac - per Lg box					
[Skrocki-000077] - Clean bric-a-brac - per Lg box					
Clean bric-a-brac - per Lg box					
[Skrocki-000077] - Clean bric-a-brac - per Lg box					
Clean bric-a-brac - per Lg box					
Skrocki-000012					
Clean bric-a-brac - per Lg box					
Skrocki-000012					
42. Clean bric-a-brac - per Lg box - low density - Lt Clean	1.00 EA	0.00	45.57	4.48	50.05
Clean bric-a-brac - per Lg box - low density - Lt Clean					
Skrocki-000012 matches a Box ID used in a prior Job and was removed					
43. Clean bric-a-brac - per Lg box - Lt clean	17.00 EA	0.00	68.35	114.18	1,276.13
[Skrocki-000097] - Clean bric-a-brac - per Lg box - Lt clean					
Clean bric-a-brac - per Lg box - Lt clean					
Skrocki-000012 matches a Box ID used in a prior Job and was removed					
[Skrocki-000097] - Clean bric-a-brac - per Lg box - Lt clean					
Clean bric-a-brac - per Lg box - Lt clean					
Skrocki-000012 matches a Box ID used in a prior Job and was removed					
Clean bric-a-brac - per Lg box - Lt clean					
Skrocki-000012 matches a Box ID used in a prior Job and was removed					
Clean bric-a-brac - per Lg box - Lt clean					
Skrocki-000012 matches a Box ID used in a prior Job and was removed					
[Skrocki-000097] - Clean bric-a-brac - per Lg box - Lt clean					
Clean bric-a-brac - per Lg box - Lt clean					
Skrocki-000012 matches a Box ID used in a prior Job and was removed					
[Skrocki-000097] - Clean bric-a-brac - per Lg box - Lt clean					
[Skrocki-000097] - Clean bric-a-brac - per Lg box - Lt clean					
Clean bric-a-brac - per Lg box - Lt clean					
Skrocki-000012 matches a Box ID used in a prior Job and was removed					



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DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
Clean bric-a-brac - per Lg box - Lt clean					
Skrocki-000012 matches a Box ID used in a prior Job and was removed					
Clean bric-a-brac - per Lg box - Lt clean					
Skrocki-000012 matches a Box ID used in a prior Job and was removed					
[Skrocki-000097] - Clean bric-a-brac - per Lg box - Lt clean					
Clean bric-a-brac - per Lg box - Lt clean					
Skrocki-000012 matches a Box ID used in a prior Job and was removed					
Clean bric-a-brac - per Lg box - Lt clean					
Skrocki-000012 matches a Box ID used in a prior Job and was removed					
[Skrocki-000077] - Clean bric-a-brac - per Lg box - Lt clean					
44. Clean bric-a-brac - per Lg box - Hvy clean	6.00 EA	0.00	129.70	77.03	855.23
Clean bric-a-brac - per Lg box - Hvy clean					
Skrocki-000012 matches a Box ID used in a prior Job and was removed					
[Skrocki-000097] - Clean bric-a-brac - per Lg box - Hvy clean					
Clean bric-a-brac - per Lg box - Hvy clean					
Skrocki-000012 matches a Box ID used in a prior Job and was removed					
Clean bric-a-brac - per Lg box - Hvy clean					
Skrocki-000012 matches a Box ID used in a prior Job and was removed					
Clean bric-a-brac - per Lg box - Hvy clean					
Skrocki-000012 matches a Box ID used in a prior Job and was removed					
Clean bric-a-brac - per Lg box - Hvy clean					
45. Clean bric-a-brac - per Sml box - Hvy clean	12.00 EA	0.00	86.24	102.27	1,137.15
[Skrocki-000076] - Clean bric-a-brac - per Sml box - Hvy clean					
[Skrocki-000076] - Clean bric-a-brac - per Sml box - Hvy clean					
[Skrocki-000076] - Clean bric-a-brac - per Sml box - Hvy clean					
[Skrocki-000076] - Clean bric-a-brac - per Sml box - Hvy clean					
[Skrocki-000076] - Clean bric-a-brac - per Sml box - Hvy clean					
[Skrocki-000076] - Clean bric-a-brac - per Sml box - Hvy clean					
[Skrocki-000076] - Clean bric-a-brac - per Sml box - Hvy clean					
[Skrocki-000076] - Clean bric-a-brac - per Sml box - Hvy clean					
[Skrocki-000076] - Clean bric-a-brac - per Sml box - Hvy clean					



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DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
[Skrocki-000076] - Clean bric-a-brac - per Sml box - Hvy clean					
[Skrocki-000076] - Clean bric-a-brac - per Sml box - Hvy clean					
[Skrocki-000076] - Clean bric-a-brac - per Sml box - Hvy clean					
46. Clean dishpack - per box - Heavy clean	1.00 EA	0.00	104.51	10.38	114.89
[Skrocki-000039] - Clean dishpack - per box - Heavy clean					
47. Clean glasspack - per box - Light clean	2.00 EA	0.00	27.06	5.46	59.58
[Skrocki-000030] - Clean glasspack - per box - Light clean					
[Skrocki-000030] - Clean glasspack - per box - Light clean					
48. Clean glasspack - per box - Heavy clean	1.00 EA	0.00	85.24	8.50	93.74
[Skrocki-000039] - Clean glasspack - per box - Heavy clean					
49. Clean misc items - per Lg box - Hvy clean	1.00 EA	0.00	102.96	10.23	113.19
[Skrocki-000039] - Clean misc items - per Lg box - Hvy clean					
50. Clean misc items - per Med box	1.00 EA	0.00	60.94	6.02	66.96
[Skrocki-000019] - Clean misc items - per Med box					
[Skrocki-000019] - Poopy job					
51. Clean misc items - per Med box - Hvy clean	3.00 EA	0.00	82.77	24.64	272.95
[Skrocki-000021] - Clean misc items - per Med box - Hvy clean					
Clean misc items - per Med box - Hvy clean					
Clean misc items - per Med box - Hvy clean					
52. Clean misc items - per Sml box	1.00 EA	0.00	50.80	5.02	55.82
[Skrocki-000045] - Clean misc items - per Sml box					
53. Clean misc items - per Sml box - Lt clean	1.00 EA	0.00	36.56	3.61	40.17
[Skrocki-000045] - Clean misc items - per Sml box - Lt clean					
54. Clean misc items - per Sml box - Hvy clean	1.00 EA	0.00	67.84	6.72	74.56
[Skrocki-000045] - Clean misc items - per Sml box - Hvy clean					
55. Clean cabinet contents - kitchen	11.00 LF	0.00	19.20	21.90	233.10
[Skrocki-000039] - Clean cabinet contents - kitchen					
[Skrocki-000024] - Clean cabinet contents - kitchen					
[Skrocki-000049] - Clean cabinet contents - kitchen					



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DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
[Skrocki-000026] - Clean cabinet contents - kitchen					
[Skrocki-000032] - Clean cabinet contents - kitchen					
[Skrocki-000020] - Clean cabinet contents - kitchen					
[Skrocki-000032] - Clean cabinet contents - kitchen					
56. Clean closet contents (no clothing)	14.00 LF	0.00	5.87	8.68	90.86
Clean closet contents (no clothing)					
Skrocki-000002 matches a Box ID used in a prior Job and was removed					
[Skrocki-000061] - Clean closet contents (no clothing)					
[Skrocki-000031] - Clean closet contents (no clothing)					
[Skrocki-000061] - Clean closet contents (no clothing)					
[Skrocki-000064] - Clean closet contents (no clothing)					
Clean closet contents (no clothing)					
Skrocki-000001 matches a Box ID used in a prior Job and was removed					
Clean closet contents (no clothing)					
Skrocki-000001 matches a Box ID used in a prior Job and was removed					
[Skrocki-000079] - Clean closet contents (no clothing)					
[Skrocki-000061] - Clean closet contents (no clothing)					
Clean closet contents (no clothing)					
Skrocki-000001 matches a Box ID used in a prior Job and was removed					
[Skrocki-000061] - Clean closet contents (no clothing)					
[Skrocki-000061] - Clean closet contents (no clothing)					
[Skrocki-000061] - Clean closet contents (no clothing)					
[Skrocki-000038] - Clean closet contents (no clothing)					
57. Clean ladder - small - Heavy clean	1.00 EA	0.00	31.43	3.17	34.60
[Skrocki-000016] - Clean ladder - small - Heavy clean					
58. Clean night stand contents - Heavy clean	2.00 EA	0.00	22.24	4.46	48.94
Clean night stand contents - Heavy clean					
Skrocki-000035 matches a Box ID used in a prior Job and was removed					
Clean night stand contents - Heavy clean					
Skrocki-000036 matches a Box ID used in a prior Job and was removed					
59. Clean sporting goods - binoculars / monocular / scope	6.00 EA	0.00	11.48	6.95	75.83
[Skrocki-000065] - Clean sporting goods - binoculars / monocular / scope					



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DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
[Skrocki-000068] - Clean sporting goods - binoculars / monocular / scope					
[Skrocki-000065] - Clean sporting goods - binoculars / monocular / scope					
[Skrocki-000031] - Clean sporting goods - binoculars / monocular / scope					
[Skrocki-000028] - Clean sporting goods - binoculars / monocular / scope					
[Skrocki-000028] - Clean sporting goods - binoculars / monocular / scope					
60. Clean power tool - exterior wipe down	1.00 EA	0.00	21.01	2.06	23.07
Clean power tool - exterior wipe down					
Skrocki-000001 matches a Box ID used in a prior Job and was removed					
61. Clean bar stool	3.00 EA	0.00	16.29	5.23	54.10
Skrocki-000005 - Clean bar stool					
Skrocki-000006 - Clean bar stool					
Skrocki-000007 - Night stand					
62. Clean bar stool - Heavy clean	4.00 EA	0.00	26.47	11.48	117.36
Clean bar stool - Heavy clean					
Skrocki-000006 matches a Box ID used in a prior Job and was removed					
Clean bar stool - Heavy clean					
Skrocki-000005 matches a Box ID used in a prior Job and was removed					
Clean bar stool - Heavy clean					
Skrocki-000015 matches a Box ID used in a prior Job and was removed					
Clean bar stool - Heavy clean					
Skrocki-000014 matches a Box ID used in a prior Job and was removed					
63. Clean chair - wood with plastic/vinyl seat - Heavy clean	6.00 EA	0.00	47.07	29.48	311.90
Clean chair - wood with plastic/vinyl seat - Heavy clean					
Skrocki-000009 matches a Box ID used in a prior Job and was removed					
Clean chair - wood with plastic/vinyl seat - Heavy clean					
Clean chair - wood with plastic/vinyl seat - Heavy clean					
Skrocki-000013 matches a Box ID used in a prior Job and was removed					
Clean chair - wood with plastic/vinyl seat - Heavy clean					
Skrocki-000012 matches a Box ID used in a prior Job and was removed					
Clean chair - wood with plastic/vinyl seat - Heavy clean					
Skrocki-000010 matches a Box ID used in a prior Job and was removed					
Clean chair - wood with plastic/vinyl seat - Heavy clean					



NWA Restore It Inc

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CONTINUED - Cleaning Items

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
Skrocki-000011 matches a Box ID used in a prior Job and was removed					
64. Clean chest	2.00 EA	0.00	29.88	6.09	65.85
Skrocki-000080 - Clean chest					
[Skrocki-000081] - Display					
65. Clean dresser - single	1.00 EA	0.00	32.65	3.36	36.01
Skrocki-000037 - Clean dresser - single					
66. Clean dresser - single - Heavy clean	5.00 EA	0.00	39.76	21.30	220.10
Clean dresser - single - Heavy clean					
Skrocki-000037 matches a Box ID used in a prior Job and was removed					
Clean dresser - single - Heavy clean					
Skrocki-000101 matches a Box ID used in a prior Job and was removed					
Skrocki-000034 - Clean dresser - single - Heavy clean					
Skrocki-000035 - Clean dresser - single - Heavy clean					
Skrocki-000036 - Clean dresser - single - Heavy clean					
67. Clean dresser mirror	1.00 EA	0.00	16.54	1.72	18.26
Clean dresser mirror					
Skrocki-000022 matches a Box ID used in a prior Job and was removed					
68. Clean shoe tree / rack / organizer	2.00 EA	0.00	18.20	3.87	40.27
Skrocki-000043 - Clean shoe tree / rack / organizer					
[Skrocki-000083] - Clean shoe tree / rack / organizer					
69. Clean shoe tree / rack / organizer - Heavy clean	1.00 EA	0.00	23.86	2.64	26.50
Clean shoe tree / rack / organizer - Heavy clean					
Skrocki-000043 matches a Box ID used in a prior Job and was removed					
70. Clean table - coffee - Heavy clean	1.00 EA	0.00	27.15	2.98	30.13
Clean table - coffee - Heavy clean					
71. Clean table - dining - large - Heavy clean	1.00 EA	0.00	75.93	7.79	83.72
Clean table - dining - large - Heavy clean					
72. Clean table - end table - Heavy clean	1.00 EA	0.00	20.02	2.20	22.22
Clean table - end table - Heavy clean					
Skrocki-000007 matches a Box ID used in a prior Job and was removed					
73. Clean table - kitchen	3.00 EA	0.00	22.88	7.08	75.72



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CONTINUED - Cleaning Items

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
Skrocki-000008 - Clean table - kitchen					
[Skrocki-000023] - Clean table - kitchen					
Clean table - kitchen					
Skrocki-000008 is a duplicate of another Item ID and was removed					
74. Clean table - kitchen - Heavy clean	4.00 EA	0.00	39.20	16.58	173.38
Skrocki-000010 - Kitchen chairs					
Skrocki-000012 - Kitchen chairs					
Skrocki-000009 - Kitchen chairs					
Skrocki-000011 - Kitchen chairs					
75. Clean lamp shade - cloth - Light clean	1.00 EA	0.00	20.08	1.99	22.07
[Skrocki-000085] - Clean lamp shade - cloth - Light clean					
76. Clean table lamp - flat finish (no shade)	2.00 EA	0.00	32.99	6.53	72.51
Skrocki-000041 - Clean table lamp - flat finish (no shade)					
Skrocki-000040 - Clean table lamp - flat finish (no shade)					
77. Clean table lamp - flat finish (no shade) - Light clean	1.00 EA	0.00	24.46	2.42	26.88
[Skrocki-000085] - Clean table lamp - flat finish (no shade) - Light clean					
78. Clean vase - gloss finish - Heavy clean	1.00 EA	0.00	8.42	0.90	9.32
[Skrocki-000024] - Clean vase - gloss finish - Heavy clean					
79. Clean bidet - Heavy	1.00 EA	0.00	39.35	3.85	43.20
[Skrocki-000096] - Clean bidet - Heavy					
80. Cleaning (Miscellaneous Item)	1.00 EA	0.00	0.00	0.00	0.00
Steamer					
81. Clean soap/hand sanitizer dispenser	1.00 EA	0.00	9.09	0.89	9.98
[Skrocki-000096] - Clean soap/hand sanitizer dispenser					
82. Clean toilet paper dispenser - Heavy	1.00 EA	0.00	12.18	1.19	13.37
[Skrocki-000096] - Clean toilet paper dispenser - Heavy					
83. Packaging, Handling, Storage (Miscellaneous Item)	82.00 EA	0.00	0.00	0.00	0.00
Backpack					
Sponge Holder					



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CONTINUED - Cleaning Items

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
[Skrocki-000065] - Scent killer					
[Skrocki-000065] - Rifle stand					
[Skrocki-000065] - Night vision goggles headband and misc hardware					
Sweater					
[Skrocki-000067] - Large Box					
Dog Collar					
Duffel Bag					
Dog Seatbelt					
Crock Pot					
Shower Curtain					
[Skrocki-000039] - Misc papers					
Sweater					
Dog Leash					
Tupperware Lid					
Portable Charger					
HDMI Cord					
Sous Vide Cooker					
Tote Bag					
[Skrocki-000065] - Misc papers					
Sweater					
[Skrocki-000039] - Clean pocket knife					
Dog Jersey					
Microfiber Towel					
Dog Pants					
Dog Chew Toys					
Dog Toy					
Dog Puzzle					
[Skrocki-000029] - Ned					
Buc-Cee Squishmellow					
Clip On Fan					
[Skrocki-000027] - Kitchen appliance					
Skrocki-000017 - Side table					
[Skrocki-000016] - Kitchen chair					



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CONTINUED - Cleaning Items

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
Skrocki-000013 - Kitchen chair					
Skrocki-000015 - Kitchen chair					
Basket					
[Skrocki-000099] - Household appliance					
Skrocki-000014 - Kitchen chair					
[Skrocki-000046] - Clothes					
[Skrocki-000044] - Clothes					
Security Camera					
Luggage Bag					
Waterproof Storage Bag					
Lock					
Small Bag					
Dry Bag					
Chargers					
Safety Vest Harness					
Dry Bag					
Misc					
Game Camera					
Dry Bag					
Scopes					
Turkey Call					
Portable Chargers					
Knives					
Hunting Hat					
Pillow Case					
Fanny Pack					
Part of Gun Scope					
Dry Bag					
Pillow Case					
Gun Manuals					
Plug In					
USB-C Charger					
Collar					



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CONTINUED - Cleaning Items

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
Plug In					
Range Finder					
Hunting Vest					
Waterproof Storage Bag					
Head Lamp					
Winter Gloves					
Safety Harness					
iPhone 8					
84. Job-site cargo/storage container - 20' long (per month)	1.00 MO	0.00	128.83	12.56	141.39
[Skrocki-000065] - Rifle scope					
85. Evaluate, tag, & inventory miscellaneous - per item	1.00 EA	0.00	10.19	0.00	10.19
Skrocki-000101 - Evaluate, tag, & inventory miscellaneous - per item					
86. Clean picture - frame, glass & back only - Light clean	1.00 SF	0.00	4.82	0.50	5.32
[Skrocki-000081] - Clean picture - frame, glass & back only - Light clean					
87. Clean picture - frame, glass & back only - Heavy clean	1.00 SF	0.00	11.46	1.18	12.64
[Skrocki-000096] - Clean picture - frame, glass & back only - Heavy clean					
88. Clean/Restore taxidermy - BID ONLY	1.00 EA	0.00	0.00	0.00	0.00
[Skrocki-000083] - Clean/Restore taxidermy - BID ONLY					
89. Clean furniture - Heavy clean	1.00 EA	0.00	71.45	7.35	78.80
Skrocki-000001					
90. Clean furniture - Heavy clean	1.00 EA	0.00	71.45	7.35	78.80
Skrocki-000003					
91. Clean furniture - Heavy clean	1.00 EA	0.00	71.45	7.35	78.80
Skrocki-000002					
92. Clean furniture - Heavy clean	1.00 EA	0.00	71.45	7.35	78.80
Skrocki-000022					
93. Clean furniture - Heavy clean	1.00 EA	0.00	71.45	7.35	78.80
Skrocki-000004					
94. Clean bric-a-brac - per Lg box - Hvy clean	1.00 EA	0.00	129.70	12.83	142.53
[Skrocki-000077]					



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CONTINUED - Cleaning Items

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
95. Clean wall hanging - wood sculpture - Light clean	3.00 EA	0.00	22.88	7.08	75.72
[Skrocki-000081] - Clean wall hanging - wood sculpture - Light clean					
[Skrocki-000081] - Clean wall hanging - wood sculpture - Light clean					
[Skrocki-000081] - Clean wall hanging - wood sculpture - Light clean					
Totals: Cleaning Items				1,128.42	12,177.77

Garment & Soft Goods

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
96. Heavy Soil/Body Flued Charge	1.00 EA	0.00	250.00	2.19	252.19
97. Clean scarf - Full service	1.00 EA	0.00	7.31	0.78	8.09
98. Clean sweater - Full service	9.00 EA	0.00	11.21	10.81	111.70
99. Clean pants - Full service	7.00 EA	0.00	11.98	8.99	92.85
100. Clean tie - silk - Full service	11.00 EA	0.00	6.71	7.90	81.71
101. Clean shirt - Full service	32.00 EA	0.00	8.53	29.25	302.21
102. Clean blazer/sport coat - lined - Full service	8.00 EA	0.00	12.11	10.38	107.26
103. Clean coat - Full service	4.00 EA	0.00	36.93	15.82	163.54
104. Clean jacket - leather suede - heavy - Full service	3.00 EA	0.00	111.06	35.70	368.88
105. Clean rug - Pelt- large - Full service	1.00 EA	0.00	208.85	22.37	231.22
106. Laundry - wash/dry/fold - per pound - Full service	10.00 LB	0.00	6.53	6.37	71.67
107. Clean blouse - fancy - Full service	53.00 EA	0.00	19.22	109.13	1,127.79
108. Clean comforter - king size - Full service	1.00 EA	0.00	45.84	4.91	50.75
109. Clean blanket -Weighted- full size - Full service	1.00 EA	0.00	39.64	4.25	43.89
110. Clean blanket - full size - Full service	1.00 EA	0.00	29.24	3.14	32.38
111. Clean robe - Full service	3.00 EA	0.00	44.65	14.34	148.29
112. Clean shirt - knit - Full service	5.00 EA	0.00	13.17	7.06	72.91
113. Clean pants - denim jeans - Full service	24.00 EA	0.00	10.93	28.09	290.41



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CONTINUED - Garment & Soft Goods

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
114. Clean belt - Full service	2.00 EA	0.00	6.67	1.43	14.77
115. Clean overalls - ski bibs - Full service	1.00 EA	0.00	14.46	1.55	16.01
116. Clean jacket - Full service	12.00 EA	0.00	21.34	27.44	283.52
117. Clean uniform - military - Full service	6.00 EA	0.00	14.93	9.59	99.17
118. Clean bag - Backpack- Full service	1.00 EA	0.00	24.90	2.67	27.57
119. Clean bag - handbag - Full service	3.00 EA	0.00	25.03	8.05	83.14
120. Clean vest - Full service	5.00 EA	0.00	7.70	4.13	42.63
121. Clean sweatshirt - Full service	12.00 EA	0.00	8.09	10.40	107.48
122. Clean jacket - heavy weight - Full service	2.00 EA	0.00	23.92	5.13	52.97
123. Clean hat - fur/leather - Full service	1.00 EA	0.00	66.11	7.08	73.19
Totals: Garment & Soft Goods				398.95	4,358.19
Total: Inventory Import				2,884.44	32,745.19
Line Item Totals: SKROCKI_CONT_0977C				2,884.44	32,745.19



NWA Restore It Inc

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Summary for Contents

Line Item Total	29,860.75
Material Sales Tax	8.56
Cleaning Matl Tax	79.43
Storage Rental Tax	104.79
Subtotal	30,053.53
Service Sales Tax	2,691.66
Replacement Cost Value	\$32,745.19
Net Claim	\$32,745.19

Georgia Coppock



INVOICE

BILL TO:	
Christopher Skrocki 516 N Fallin Ave Fayetteville, AR 72701	

DATE	INVOICE #
1/12/2026	37951

Project	20250977C	Christopher Skrocki 516 N Fallin Ave Fayetteville, AR 72701
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Jobs involving multiple phases ((mitigation (initial work to stop further loss, dry, and remove damaged material), mold remediation, general construction (work to restore property to pre-loss condition), and/or contents (moving, cleaning, and storing personal property)) may be invoiced at the completion of each phase.

Item	Description	Amount
Division - Co...	CONTENTS DIVISION	0.00
CONTXSTMT	TAXABLE CLEANING	0.00T
XM8 - CLN - ...	CLEANING	7,355.30T
XM8 - CAP - ...	CLEAN APPLIANCES	349.24T
XM8 - CDC - ...	CLEAN GARMENT & SOFT GOODS	10,268.13T
XM8 - CEL - ...	CLEAN ELECTRIC ITEMS	222.94T
XM8 - CGN - ...	CLEAN GENERAL ITEMS	7,931.86T
XM8 - CHF - ...	CLEAN HARD FURNITURE	1,510.97T
XM8 - CLM - ...	CLEAN LAMPS OR VASES	118.94T
XM8 - CWH - ...	CLEAN CEILING/WALL HANGINGS	84.92T
CONNTXST...	INVENTORY, PACKING OUT, PACKING IN, HANDLING, STORAGE	0.00
XM8 - CPS - ...	CONTENTS: PACKING/HANDLING/STORAGE	2,018.45
MTAD -XM8	TAX ADJ - MATERIALS	169.81

Insurance Co.		Claim #		Sales Tax (9.75%)	\$2,714.63
Payment Due Upon Receipt. Invoice Past Due at 30 Days. Lien Notice sent at 45 Days. 5% finance charge may apply to balances not paid within 30 days.				Total	\$32,745.19
				Payments/Credits	\$0.00
				Balance Due	\$32,745.19

A 3.0% surcharge will be added to payments made by credit card.

Federal ID Number: 72-1532198
Remit to: 13525 W Hwy 102 - Centerton, AR 72719
Main 479.644.4246 Office 479.795.1300 Fax 479.795.1156



NWA Restore It Inc

13525 W. Highway 102
Centerton, AR 72719
Office: 479-795-1300
Fax: 479-795-1156
Tax-ID-- 72-1532198

Client: Christopher Skrocki
Property: 516 N Fallin Ave.
Fayetteville, AR 72701

Operator: JEFFT

Type of Estimate:

Date Entered: 12/18/2025

Date Assigned:

Price List: ARFA8X_DEC25

Labor Efficiency: Restoration/Service/Remodel

Estimate: SKROCKI_0977M



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SKROCKI_0977M

General

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
1. Emergency service call - after business hours	1.00 EA	0.00	262.92	0.00	262.92
2. Residential Supervision / Project Management - per hour	3.00 HR	0.00	83.00	0.00	249.00
3. Asbestos test fee - (per sample)	12.00 EA	0.00	89.76	0.00	1,077.12
Per industry standard IICRC S500 (section 8.7) AND OSHA guidelines asbestos samples must be taken on any PACM (presumed asbestos containing materials).					
4. Contamination - post test - full service (Bid Item)	1.00 EA	0.00	1,100.00	0.00	1,100.00
Totals: General				0.00	2,689.04

Master Bedroom

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
5. Water extract from hard surf flr - Cat 3 wtr - after hours Initial extraction.	80.00 SF	0.00	1.32	0.00	105.60
6. Content manipulation - master bedroom To manipulate contents for extraction on initial evening.	1.00 EA	0.00	73.78	0.00	73.78
7. Apply plant-based anti-microbial agent to the surface area - after hrs Anit microbial sprayed on initial evening.	150.00 SF	0.00	0.45	7.55	75.05
8. Block and pad furniture in room - after hours	1.00 EA	0.00	85.22	0.00	85.22
9. Apply plant-based anti-microbial agent to the surface area To apply anti microbial on day 2 to re-extract. And to spray after necessary removal of affected materials.	300.00 SF	0.00	0.32	11.29	107.29
10. Water extraction from hard surface floor - Cat 3 water Extraction on day 2.	80.00 SF	0.00	0.83	0.00	66.40
11. Tear out oversized/multibase - bag for disp. - up to Cat 3	23.00 LF	1.87	0.00	0.00	43.01
12. Tear out trim and bag for disposal - up to Cat 3	28.00 LF	1.04	0.00	0.00	29.12
13. Clean the surface area	150.00 SF	0.00	0.72	10.69	118.69



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CONTINUED - Master Bedroom

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
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To clean before necessary removal after double extraction.

IICRC Standard S500- 12.4.5 Initial Cleaning, Category 1 Water:

Prior to implementing the restorative drying effort (e.g., rapid air movement), restorers should evaluate then clean materials within the work area as needed. Where necessary, restorers should clean visible debris, dust, and soil from materials and surfaces to reduce the amount of soil or particulates that can become aerosolized. Restorers should employ cleaning methods that minimize aerosolizing particulates. The drying process can aerosolize soil and particulates present in the environment. As water evaporates from surfaces and materials such as carpet, more particles can aerosolize, creating possible health, safety, comfort, and cleanliness issues. Where cleaning cannot sufficiently remove soil or particulates, or there are high-risk occupants, it is recommended restorers install one or more air filtration devices (AFDs).

Further-

IICRC Standard S500- 12.5.3 Controlling Airflow:

....Prior to implementing the restorative drying effort (e.g., rapid air movement), restorers should evaluate then clean materials within the work area as needed. Where necessary, restorers should clean visible debris, dust, and soil from materials and surfaces to reduce the amount of soil or particulates that can become aerosolized. Restorers should employ cleaning methods that minimize aerosolizing particulates.

Where cleaning cannot sufficiently remove soil or particulates, when airflow is directed through interstitial spaces, or there are high-risk occupants, it is recommended restorers install one or more air filtration devices (AFDs).

14. Tear out wet drywall, cleanup, bag, per LF - to 2' - Cat 3	35.00 LF	5.98	0.00	0.00	209.30
15. Tear out and bag wet insulation - Category 3 water	48.00 SF	1.19	0.00	0.00	57.12
16. Tear out non-salv wood floor & bag - Category 3 water	78.00 SF	6.11	0.00	0.00	476.58
17. Add for tear out wd flr glued down over concrete-after hrs	78.00 SF	4.18	0.00	0.00	326.04
18. Clean with pressure/chemical spray	150.00 SF	0.00	1.83	26.93	301.43
Low pressure wash of affected areas and extraction.					
19. HEPA Vacuuming - Detailed - (PER SF)	150.00 SF	0.00	0.84	12.29	138.29

Totals: Master Bedroom				68.75	2,212.92
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Master closet

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
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20. Water extract from hard surf flr - Cat 3 wtr - after hours	52.00 SF	0.00	1.32	0.00	68.64
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Initial extraction.



NWA Restore It Inc

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CONTINUED - Master closet

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
21. Content manipulation - closet To manipulate contents for extraction on initial evening.	1.00 EA	0.00	55.39	0.00	55.39
22. Apply plant-based anti-microbial agent to the surface area - after hrs Anit microbial sprayed on initial evening.	106.00 SF	0.00	0.45	5.33	53.03
23. Apply plant-based anti-microbial agent to the surface area To apply anti microbial on day 2 to re-extract. And to spray after necessary removal of affected materials.	106.00 SF	0.00	0.32	3.99	37.91
24. Water extraction from hard surface floor - Cat 3 water Extraction on day 2.	52.00 SF	0.00	0.83	4.21	47.37
25. Tear out oversized/multibase - bag for disp. - up to Cat 3	27.00 LF	1.87	0.00	0.00	50.49
26. Tear out trim and bag for disposal - up to Cat 3	14.00 LF	1.04	0.00	0.00	14.56
27. Clean the surface area To clean before necessary removal after double extraction.	106.00 SF	0.00	0.72	7.55	83.87

IICRC Standard S500- 12.4.5 Initial Cleaning, Category 1 Water:

Prior to implementing the restorative drying effort (e.g., rapid air movement), restorers should evaluate then clean materials within the work area as needed. Where necessary, restorers should clean visible debris, dust, and soil from materials and surfaces to reduce the amount of soil or particulates that can become aerosolized. Restorers should employ cleaning methods that minimize aerosolizing particulates. The drying process can aerosolize soil and particulates present in the environment. As water evaporates from surfaces and materials such as carpet, more particles can aerosolize, creating possible health, safety, comfort, and cleanliness issues. Where cleaning cannot sufficiently remove soil or particulates, or there are high-risk occupants, it is recommended restorers install one or more air filtration devices (AFDs).

Further-

IICRC Standard S500- 12.5.3 Controlling Airflow:

....Prior to implementing the restorative drying effort (e.g., rapid air movement), restorers should evaluate then clean materials within the work area as needed. Where necessary, restorers should clean visible debris, dust, and soil from materials and surfaces to reduce the amount of soil or particulates that can become aerosolized. Restorers should employ cleaning methods that minimize aerosolizing particulates. Where cleaning cannot sufficiently remove soil or particulates, when airflow is directed through interstitial spaces, or there are high-risk occupants, it is recommended restorers install one or more air filtration devices (AFDs).

28. Tear out wet drywall, cleanup, bag, per LF - to 2' - Cat 3	27.00 LF	5.98	0.00	0.00	161.46
29. Tear out and bag wet insulation - Category 3 water	30.00 SF	1.19	0.00	0.00	35.70
30. Clean with pressure/chemical spray	106.00 SF	0.00	1.83	19.02	213.00



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CONTINUED - Master closet

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
Low pressure wash of affected areas and extraction.					
31. HEPA Vacuuming - Detailed - (PER SF)	106.00 SF	0.00	0.84	8.68	97.72
Totals: Master closet				48.78	919.14

Master Bathroom

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
32. Water extract from hard surf flr - Cat 3 wtr - after hours Initial extraction.	75.00 SF	0.00	1.32	0.00	99.00
33. Apply plant-based anti-microbial agent to the surface area - after hrs Anit microbial sprayed on initial evening.	122.00 SF	0.00	0.45	6.13	61.03
34. Apply plant-based anti-microbial agent to the surface area To apply anti microbial on day 2 to re-extract. And to spray after necessary removal of affected materials.	122.00 SF	0.00	0.32	4.59	43.63
35. Water extraction from hard surface floor - Cat 3 water Extraction on day 2.	75.00 SF	0.00	0.83	0.00	62.25
36. Toilet - Detach	1.00 EA	0.00	56.72	0.00	56.72
37. Bathtub - Detach	1.00 EA	0.00	128.75	0.00	128.75
38. Remove Shower door	1.00 EA	21.14	0.00	0.00	21.14
39. Tear out oversized/multibase - bag for disp. - up to Cat 3	14.00 LF	1.87	0.00	0.00	26.18
40. Interior door slab only - Detach	1.00 EA	0.00	7.51	0.00	7.51
41. Tear out trim and bag for disposal - up to Cat 3	12.00 LF	1.04	0.00	0.00	12.48
42. Clean the surface area	92.00 SF	0.00	0.72	6.56	72.80



NWA Restore It Inc

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CONTINUED - Master Bathroom

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
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To clean before necessary removal after double extraction.

IICRC Standard S500- 12.4.5 Initial Cleaning, Category 1 Water:

Prior to implementing the restorative drying effort (e.g., rapid air movement), restorers should evaluate then clean materials within the work area as needed. Where necessary, restorers should clean visible debris, dust, and soil from materials and surfaces to reduce the amount of soil or particulates that can become aerosolized. Restorers should employ cleaning methods that minimize aerosolizing particulates. The drying process can aerosolize soil and particulates present in the environment. As water evaporates from surfaces and materials such as carpet, more particles can aerosolize, creating possible health, safety, comfort, and cleanliness issues. Where cleaning cannot sufficiently remove soil or particulates, or there are high-risk occupants, it is recommended restorers install one or more air filtration devices (AFDs).

Further-

IICRC Standard S500- 12.5.3 Controlling Airflow:

....Prior to implementing the restorative drying effort (e.g., rapid air movement), restorers should evaluate then clean materials within the work area as needed. Where necessary, restorers should clean visible debris, dust, and soil from materials and surfaces to reduce the amount of soil or particulates that can become aerosolized. Restorers should employ cleaning methods that minimize aerosolizing particulates.

Where cleaning cannot sufficiently remove soil or particulates, when airflow is directed through interstitial spaces, or there are high-risk occupants, it is recommended restorers install one or more air filtration devices (AFDs).

43. Countertop - solid surface/granite - Detach	5.50 SF	0.00	9.91	0.00	54.51
44. Sink - single basin - Detach	2.00 EA	0.00	33.73	0.00	67.46
45. Cabinet - vanity unit - remove - cat 3	5.50 LF	0.00	19.54	0.00	107.47
46. Water line copper cap/plug - per cap	4.00 EA	0.00	24.20	0.00	96.80
47. Tear out wet drywall, cleanup, bag, per LF - to 4' - Cat 3	16.00 LF	8.38	0.00	0.00	134.08
48. Tear out wet drywall, cleanup, bag, per LF - to 2' - Cat 3	17.00 LF	5.98	0.00	0.00	101.66
49. Tear out and bag wet insulation - Category 3 water	26.00 SF	1.19	0.00	0.00	30.94
50. Clean with pressure/chemical spray	122.00 SF	0.00	1.83	21.90	245.16
Low pressure wash of affected areas and extraction.					
51. Tear out non-salv. tile & bag - Category 3 water	57.00 SF	4.94	0.00	0.00	281.58
52. HEPA Vacuuming - Detailed - (PER SF)	122.00 SF	0.00	0.84	9.99	112.47
53. Tear out non-salv. tile & bag - Category 3 water	46.00 SF	4.94	0.00	0.00	227.24
54. Add for tear out tile thinset down over concrete substrate	46.00 SF	2.10	0.00	0.00	96.60



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CONTINUED - Master Bathroom

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
Totals: Master Bathroom				49.17	2,147.46

Toilet Room

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
55. Water extract from hard surf flr - Cat 3 wtr - after hours Initial extraction.	24.00 SF	0.00	1.32	0.00	31.68
56. Apply plant-based anti-microbial agent to the surface area - after hrs Anit microbial sprayed on initial evening.	92.00 SF	0.00	0.45	4.63	46.03
57. Apply plant-based anti-microbial agent to the surface area To apply anti microbial on day 2 to re-extract. And to spray after necessary removal of affected materials.	92.00 SF	0.00	0.32	3.46	32.90
58. Water extraction from hard surface floor - Cat 3 water Extraction on day 2.	24.00 SF	0.00	0.83	0.00	19.92
59. Toilet - Detach	1.00 EA	0.00	56.72	0.00	56.72
60. Tear out oversized/multibase - bag for disp. - up to Cat 3	14.00 LF	1.87	0.00	0.00	26.18
61. Interior door slab only - Detach	1.00 EA	0.00	7.51	0.00	7.51
62. Tear out trim and bag for disposal - up to Cat 3	56.00 LF	1.04	0.00	0.00	58.24
63. Clean the surface area	92.00 SF	0.00	0.72	6.56	72.80



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CONTINUED - Toilet Room

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
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To clean before necessary removal after double extraction.

IICRC Standard S500- 12.4.5 Initial Cleaning, Category 1 Water:

Prior to implementing the restorative drying effort (e.g., rapid air movement), restorers should evaluate then clean materials within the work area as needed. Where necessary, restorers should clean visible debris, dust, and soil from materials and surfaces to reduce the amount of soil or particulates that can become aerosolized. Restorers should employ cleaning methods that minimize aerosolizing particulates. The drying process can aerosolize soil and particulates present in the environment. As water evaporates from surfaces and materials such as carpet, more particles can aerosolize, creating possible health, safety, comfort, and cleanliness issues. Where cleaning cannot sufficiently remove soil or particulates, or there are high-risk occupants, it is recommended restorers install one or more air filtration devices (AFDs).

Further-

IICRC Standard S500- 12.5.3 Controlling Airflow:

....Prior to implementing the restorative drying effort (e.g., rapid air movement), restorers should evaluate then clean materials within the work area as needed. Where necessary, restorers should clean visible debris, dust, and soil from materials and surfaces to reduce the amount of soil or particulates that can become aerosolized. Restorers should employ cleaning methods that minimize aerosolizing particulates.

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64. Countertop - solid surface/granite - Detach	7.00 SF	0.00	9.91	0.00	69.37
65. Sink - single basin - Detach	1.00 EA	0.00	33.73	0.00	33.73
66. Cabinet - vanity unit - remove - cat 3	2.50 LF	0.00	19.54	0.00	48.85
67. Water line copper cap/plug - per cap	2.00 EA	0.00	24.20	0.00	48.40
68. Tear out wet drywall, cleanup, bag, per LF - to 4' - Cat 3	17.00 LF	8.38	0.00	0.00	142.46
69. Tear out and bag wet insulation - Category 3 water	15.00 SF	1.19	0.00	0.00	17.85
70. Clean with pressure/chemical spray	92.00 SF	0.00	1.83	16.51	184.87
Low pressure wash of affected areas and extraction.					
71. HEPA Vacuuming - Detailed - (PER SF)	92.00 SF	0.00	0.84	7.53	84.81
72. Tear out non-salv. tile & bag - Category 3 water	24.00 SF	4.94	0.00	0.00	118.56
73. Add for tear out tile thinset down over concrete substrate	24.00 SF	2.10	0.00	0.00	50.40

Totals: Toilet Room				38.69	1,151.28
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NWA Restore It Inc

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Living Room/ Kitchen

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
74. Containment Barrier/Airlock/Decon. Chamber	56.00 SF	0.00	1.02	0.00	57.12
75. Content manipulation - Living room	1.00 EA	0.00	221.33	0.00	221.33
76. Containment Barrier - tension post (per day)	2.00 DA	0.00	3.35	0.00	6.70
77. Peel & seal zipper - heavy duty	1.00 EA	0.00	16.80	0.00	16.80
78. Water extract from hard surf flr - Cat 3 wtr - after hours Initial extraction.	450.00 SF	0.00	1.32	0.00	594.00
79. Apply plant-based anti-microbial agent to the surface area - after hrs Anit microbial sprayed on initial evening.	620.00 SF	0.00	0.45	31.19	310.19
80. Block and pad furniture in room - after hours	1.00 EA	0.00	85.22	0.00	85.22
81. Apply plant-based anti-microbial agent to the surface area To apply anti microbial on day 2 to re-extract. And to spray after necessary removal of affected materials.	1,240.00 SF	0.00	0.32	46.64	443.44
82. Water extraction from hard surface floor - Cat 3 water Extraction on day 2.	450.00 SF	0.00	0.83	0.00	373.50
83. Tear out oversized/multibase - bag for disp. - up to Cat 3	82.00 LF	1.87	0.00	0.00	153.34
84. Tear out trim and bag for disposal - up to Cat 3	56.00 LF	1.04	0.00	0.00	58.24
85. Clean the surface area	620.00 SF	0.00	0.72	44.18	490.58



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CONTINUED - Living Room/ Kitchen

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
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To clean before necessary removal after double extraction.

IICRC Standard S500- 12.4.5 Initial Cleaning, Category 1 Water:

Prior to implementing the restorative drying effort (e.g., rapid air movement), restorers should evaluate then clean materials within the work area as needed. Where necessary, restorers should clean visible debris, dust, and soil from materials and surfaces to reduce the amount of soil or particulates that can become aerosolized. Restorers should employ cleaning methods that minimize aerosolizing particulates. The drying process can aerosolize soil and particulates present in the environment. As water evaporates from surfaces and materials such as carpet, more particles can aerosolize, creating possible health, safety, comfort, and cleanliness issues. Where cleaning cannot sufficiently remove soil or particulates, or there are high-risk occupants, it is recommended restorers install one or more air filtration devices (AFDs).

Further-

IICRC Standard S500- 12.5.3 Controlling Airflow:

....Prior to implementing the restorative drying effort (e.g., rapid air movement), restorers should evaluate then clean materials within the work area as needed. Where necessary, restorers should clean visible debris, dust, and soil from materials and surfaces to reduce the amount of soil or particulates that can become aerosolized. Restorers should employ cleaning methods that minimize aerosolizing particulates.

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86. Range - freestanding - electric - Detach	1.00 EA	0.00	24.37	0.00	24.37
87. Tear out non-salv. tile & bag - Category 3 water	16.00 SF	4.94	0.00	0.00	79.04
For affected tile removed around the fireplace.					
88. Dishwasher - Detach	1.00 EA	0.00	63.18	0.00	63.18
89. Sink - double basin - Detach	1.00 EA	0.00	36.03	0.00	36.03
90. Remove P-trap assembly - ABS (plastic)	2.00 EA	10.46	0.00	0.00	20.92
91. Remove Garbage disposal / disposer	1.00 EA	28.82	0.00	0.00	28.82
92. Countertop - solid surface/granite - Detach	18.00 SF	0.00	9.91	0.00	178.38
93. Cabinet - lower (base) unit - Detach - Cat 3	8.00 LF	0.00	26.85	0.00	214.80
94. Water line copper cap/plug - per cap	2.00 EA	0.00	24.20	0.00	48.40
95. Tear out wet drywall, cleanup, bag, per LF - to 2' - Cat 3	85.00 LF	5.98	0.00	0.00	508.30
96. Tear out and bag wet insulation - Category 3 water	42.00 SF	1.19	0.00	0.00	49.98
97. Tear out non-salv wood floor & bag - Category 3 water	476.00 SF	6.11	0.00	0.00	2,908.36



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CONTINUED - Living Room/ Kitchen

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
98. Add for tear out wd flr glued down over concrete-after hrs	476.00 SF	4.18	0.00	0.00	1,989.68
99. Clean with pressure/chemical spray Low pressure wash of affected areas and extraction.	620.00 SF	0.00	1.83	111.28	1,245.88
100. HEPA Vacuuming - Detailed - (PER SF)	620.00 SF	0.00	0.84	50.78	571.58
Totals: Living Room/ Kitchen				284.07	10,778.18

Closet under the stairs

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
101. Water extract from hard surf flr - Cat 3 wtr - after hours Initial extraction.	21.00 SF	0.00	1.32	0.00	27.72
102. Apply plant-based anti-microbial agent to the surface area - after hrs Anit microbial sprayed on initial evening.	55.00 SF	0.00	0.45	2.76	27.51
103. Apply plant-based anti-microbial agent to the surface area To apply anti microbial on day 2 to re-extract. And to spray after necessary removal of affected materials.	110.00 SF	0.00	0.32	4.13	39.33
104. Water extraction from hard surface floor - Cat 3 water Extraction on day 2.	21.00 SF	0.00	0.83	0.00	17.43
105. Tear out oversized/multibase - bag for disp. - up to Cat 3	15.00 LF	1.87	0.00	0.00	28.05
106. Tear out trim and bag for disposal - up to Cat 3	14.00 LF	1.04	0.00	0.00	14.56
107. Clean the surface area	55.00 SF	0.00	0.72	3.92	43.52



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CONTINUED - Closet under the stairs

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
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To clean before necessary removal after double extraction.

IICRC Standard S500- 12.4.5 Initial Cleaning, Category 1 Water:

Prior to implementing the restorative drying effort (e.g., rapid air movement), restorers should evaluate then clean materials within the work area as needed. Where necessary, restorers should clean visible debris, dust, and soil from materials and surfaces to reduce the amount of soil or particulates that can become aerosolized. Restorers should employ cleaning methods that minimize aerosolizing particulates. The drying process can aerosolize soil and particulates present in the environment. As water evaporates from surfaces and materials such as carpet, more particles can aerosolize, creating possible health, safety, comfort, and cleanliness issues. Where cleaning cannot sufficiently remove soil or particulates, or there are high-risk occupants, it is recommended restorers install one or more air filtration devices (AFDs).

Further-

IICRC Standard S500- 12.5.3 Controlling Airflow:

....Prior to implementing the restorative drying effort (e.g., rapid air movement), restorers should evaluate then clean materials within the work area as needed. Where necessary, restorers should clean visible debris, dust, and soil from materials and surfaces to reduce the amount of soil or particulates that can become aerosolized. Restorers should employ cleaning methods that minimize aerosolizing particulates.

Where cleaning cannot sufficiently remove soil or particulates, when airflow is directed through interstitial spaces, or there are high-risk occupants, it is recommended restorers install one or more air filtration devices (AFDs).

108. Tear out wet drywall, cleanup, bag, per LF - to 2' - Cat 3	17.00 LF	5.98	0.00	0.00	101.66
109. Tear out non-salv wood floor & bag - Category 3 water	12.00 SF	6.11	0.00	0.00	73.32
110. Add for tear out wd flr glued down over concrete-after hrs	12.00 SF	4.18	0.00	0.00	50.16
111. Clean with pressure/chemical spray	55.00 SF	0.00	1.83	9.87	110.52

Low pressure wash of affected areas and extraction.

112. HEPA Vacuuming - Detailed - (PER SF)	55.00 SF	0.00	0.77	4.13	46.48
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Totals: Closet under the stairs				24.81	580.26
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Restoration Equipment

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
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113. Air filtration device (24 hr period) - No monit.	34.00 DA	0.00	80.00	0.00	2,720.00
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*Price does not include filter.

114. Air mover (per 24 hour period) - No monitoring	104.00 EA	0.00	33.00	0.00	3,432.00
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CONTINUED - Restoration Equipment

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
Includes: Equipment cost for a standard drying fan. Based on 24 hours of "run time" on the job-site. Excludes: Set-up, take down, and monitoring. Use WTREQ for set-up, take down, and/or monitoring, if needed. Quality: Standard drying fan, typically greater than 850 actual CFM. Note: Due to ever improving technology and efficiency of equipment, and as the actual type (brand/model/specs) of equipment used varies, CFM may not always be the best indicator. The price for this line item is therefore based on the reported cost for the most predominantly used standard drying fans in this area. No life expectancy data					
115. Dehumidifier (per 24 hr period) - 70-109 ppd - No monitor.	22.00 EA	0.00	95.00	0.00	2,090.00
Includes: Hourly labor to travel to job-site to deliver, setup, inspect, move and adjust, monitor, take moisture readings, etc. and/or take down & remove dryers and dehumidifiers. Excludes: Equipment charges. No life expectancy data *Price does not include filter.					
116. Dehumidifier (per 24 hr period)- 110-159 ppd - No monitor.	22.00 EA	0.00	123.00	0.00	2,706.00
Includes: Equipment cost for a dehumidifier unit. Based on 24 hours of "run time" on the job-site. Excludes: Set-up, take down, and monitoring. Use WTREQ for set-up, take down, and/or monitoring, if needed. Quality: Dehumidifier with an AHAM certified rating of 110 to 159 pints per day. Note: Due to ever improving technology and efficiency of equipment, and as the actual type (brand/model/specs) of equipment used varies among service providers and areas of the country, no specific equipment is referenced within this line item. The price for this line item is therefore based on the reported cost for the most predominantly used "high capacity" dehumidifier in this area. No life expectancy data					
*Price does not include filter.					
117. Equip. setup, take down & monitoring - after hrs	4.00 HR	0.00	94.90	0.00	379.60
1 hr for set up of stabilization and 1 hr of monitoring on the original evening. 2 hrs over the weekend of monitoring.					
118. Equipment setup, take down, and monitoring (hourly charge)	12.00 HR	0.00	63.20	0.00	758.40
10 hours of monitoring while drying. 2 hours for equipment take down.					
119. Equipment decontamination charge - HVY, per piece of equip	20.00 EA	0.00	59.46	0.00	1,189.20
To decontaminate the drying equipment after drying.					
120. Water Extraction & Remediation Technician - per hour	12.00 HR	0.00	63.20	0.00	758.40
2 techs for 4 hours to decontaminate & clean hoses, wands, truck mount, and portables.					
Totals: Restoration Equipment				0.00	14,033.60



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Consumables

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
121. Add for HEPA filter (for negative air exhaust fan)	2.00 EA	0.00	210.80	41.11	462.71
122. Filter (Pre-filter for air filtration device)	2.00 EA	0.00	8.74	3.57	21.05
New filters for air filtration device(s).					
123. Filter (dehumidifier)	5.00 EA	0.00	11.86	12.13	71.43
New filters for dehumidifier(s).					
124. Add for personal protective equipment - per person per suit up	9.00 EA	0.00	21.43	10.66	203.53
3 techs, 1 set of PPE the original evening response, 3 techs, 2 sets of PPE (before lunch and after lunch) on day 2. Includes up to protective: suits, masks, filters and gloves.					
125. Add for HEPA filter (for canister/backpack vacuums)	1.00 EA	0.00	92.19	7.56	99.75
126. Ducting - lay-flat	10.00 LF	0.00	0.51	1.05	6.15
Totals: Consumables				76.08	864.62

Debris Removal

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
127. Dumpster trailer load - Approx. 12 yards, 1-3 tons of debris	1.00 EA	474.80	0.00	46.29	521.09
1.66 tons of debris dumped.					
128. Haul debris - per pickup truck load - including dump fees	1.00 EA	163.28	0.00	0.00	163.28
Totals: Debris Removal				46.29	684.37

Labor Minimums Applied

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
129. Plumbing labor minimum	1.00 EA	0.00	50.75	0.00	50.75
130. Mirror/shower door labor minimum	1.00 EA	0.00	129.49	0.00	129.49
Totals: Labor Minimums Applied				0.00	180.24
Line Item Totals: SKROCKI_0977M				636.64	36,241.11



NWA Restore It Inc

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Summary

Line Item Total	35,604.47
Material Sales Tax	59.33
Cleaning Matl Tax	28.39
Subtotal	35,692.19
Service Sales Tax	548.92
Replacement Cost Value	\$36,241.11
Net Claim	\$36,241.11



Toll Free: (800) 527-3907
Email: myclaim@foremost.com
Please include your claim # on any correspondence
National Document Center
P.O. Box 268994
Oklahoma City, OK 73126-8994
claims.Foremost.com

December 18, 2025

CHRISTOPHER SKROCKI
516 N FALLIN AVE
FAYETTEVILLE AR 72701-3608

RE:	Insured:	Christopher Skrocki
	Claim Number:	5040242207-1-1
	Policy Number:	5017751302
	Loss Date:	12/08/2025
	Location of Loss:	516 N Fallin Ave, Fayetteville, AR
	Subject:	Settlement Notice

Dear CHRISTOPHER SKROCKI:

Thank you for being a valued customer. We'll issue your claim payment(s) through the method you select to receive your funds.

Your settlement breakdown and other claim related information can be found on the included Additional Information page.

The amount of your loss that exceeded the limit was enough to cover the entire deductible amount.

We encourage you to visit www.foremost.com to learn more about our self-service options available to you, including the ability to view your claim status, upload documents and photos and find local service providers.

If you have any questions, please contact me.

Thank you.

Ashlee Ornelas
Special Field Claims Representative
(405) 782-6221
Foremost Insurance Company Grand Rapids, Michigan

Email communications are preferred and should be sent to myclaim@foremost.com. If hard copies of communications are required, they should be sent to our National Document Center at P.O. Box 268994, Oklahoma City, OK 73126-8994.

Payment Reference Number(s): 1644387496

Enclosure(s):

Estimate/Invoice -

Additional Information

Payment summary:

The following table of information outlines your claim settlement.

Line of Coverage	Water Backup
Less: Policy Deductible	\$250.00
Applicable Policy Limit	\$10,000.00
Amount	\$10,000.00

Settlement information:

Actual cash value is based on replacement cost less any applicable depreciation for age, useful life and condition. Labor, taxes and other fees and expenses have also been depreciated if not prohibited by your state. To recover depreciation, please send us a copy of any invoices or receipts that demonstrate replacement or repairs. We believe our estimate reflects the reasonable cost necessary to repair or replace the covered damages. Please let us know immediately if you disagree. We'll reimburse you for the full replacement cost reasonably paid to repair or replace the covered damages or any applicable policy limits.

Any deductible amount will be applied according to policy provisions.

Loss payee on check:

The attached payment includes all loss payees as your policy requires.

Subrogation pursuit:

We intend to pursue reimbursement of amounts we paid, including your deductible, if applicable, from the responsible party who caused or contributed to this loss. If we receive payment, we will reimburse your deductible, if one was applied, according to your state's law.

Legal Notice(s):

We reserve all rights and defenses under the policy and law and no activity on our part should be construed as a waiver. Even though only parts of the policy may be mentioned or quoted in this letter, additional portions found to be relevant will be applied.

Please note there are time limits set forth in the Conditions ("Lawsuits Against Us" or "Legal Action Against Us" or "Suit Against Us") section of the policy which, depending on your state, may affect the time within which you may pursue your claim. This period may have been extended by statute or case law.



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

Ordinance: 6725

File Number: 2024-1790

ORDINANCE TO AMEND §39.10 WATER AND WASTEWATER DAMAGE CLAIMS (AMENDMENT):

AN ORDINANCE TO AMEND §39.10 WATER AND WASTEWATER DAMAGE CLAIMS AND §39.11 DAMAGE CLAIMS OTHER THAN WATER AND WASTEWATER DAMAGE CLAIMS OF THE FAYETTEVILLE CODE TO INCREASE THE AMOUNT OF COMPENSATION THAT THE CITY COUNCIL CAN AWARD

WHEREAS, the City of Fayetteville is authorized to pay reasonable claims of citizens damaged by water and sewer infrastructure problems and uninsured city vehicles, equipment, infrastructure and personnel even though statutory sovereign immunity protects our taxpayers for such unintentional, actions even if negligent; and

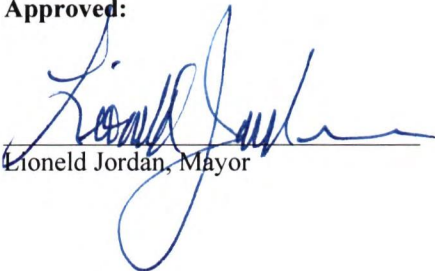
WHEREAS, a dozen years have passed since these code sections were enacted by the City Council and recent inflationary pressures necessitate an increase in the City Council's authority to grant reasonable compensation for appropriate claims.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby amends § 39.10 and § 39.11 of the *Fayetteville Code* to increase the City Council's authority to grant reasonable compensation to citizens whose property have been damaged by City infrastructure or personnel by repealing the current § 39.10 and § 39.11 and by enacting new § 39.10 and § 39.11 as shown on Exhibit A attached to this ordinance to more properly compensate a person whose property has been damaged.

PASSED and APPROVED on March 19, 2024

Approved:


Lioneld Jordan, Mayor

Attest:


Kara Paxton, City Clerk Treasurer



This publication was paid for by the City Clerk-Treasurer of the City of Fayetteville, Arkansas. Amount Paid: \$

136.80



MEETING OF FEBRUARY 17, 2026

TO: Mayor Rawn and City Council
THROUGH: Keith Macedo, Chief of Staff
FROM: Chris Brown, Public Works Director
SUBJECT: **Application for a Federal Aid Grant through the Better Utilizing Investments to Leverage Development (BUILD) Grant Program**

RECOMMENDATION:

Staff recommends approval of a Resolution to apply for a federal-aid grant through the BUILD Grant Program administered by the US Department of Transportation. The estimated total cost is \$800,000. This grant is an 80/20 grant; therefore, the city match amount will not exceed \$160,000.

BACKGROUND:

The U.S. Department of Transportation (USDOT) administers the Better Utilizing Investments to Leverage Development (BUILD) Grant Program. The BUILD Grant Program provides federal funding for nationally and regionally significant surface transportation infrastructure projects. The program is intended to improve safety, economic competitiveness, state of good repair, quality of life, environmental sustainability, and innovation.

DISCUSSION:

The City has identified the Wedington Corridor, from Garland Avenue to Double Springs Road, as a key transportation corridor with existing and future needs related to safety, mobility, access, congestion, and multimodal connectivity. The corridor experiences high speeds, rear end and sideswipe crashes due to lack of turning lanes, and multiple unsignalized intersections that are difficult to navigate during high traffic times. The City and the State DOT have received multiple requests for intersection and safety improvements along this corridor; including intersections at Porter Road, Marinoni Drive, Golf Club Drive, 51st Avenue, Broyles Road, Fieldstone Avenue, 54th Avenue, and Heritage Avenue, and turning lanes on the 4-lane sections of road. Rather than study each of these intersections separately, staff recommends a comprehensive transportation planning study of the Wedington Corridor to evaluate traffic operations, safety enhancements, access management, land use coordination, and long-term implementation strategies. This planning grant will allow the City to advance a data-driven and community-supported corridor plan that will position the City to pursue future state and federal implementation funding.

BUDGET/STAFF IMPACT:

BUILD grants require matching funds in the amount of 20% of the total project cost. The estimated total cost is \$800,000; if awarded, the City would be responsible for \$160,000. Matching funds are proposed to be taken from 2024 Transportation Bond Funds.

ATTACHMENTS: 3. Staff Review Form



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2026-299

A RESOLUTION TO AUTHORIZE AN APPLICATION FOR AN 80/20 FEDERAL-AID GRANT THROUGH THE US DEPARTMENT OF TRANSPORTATION BUILD GRANT PROGRAM IN AN AMOUNT NOT TO EXCEED \$800,000.00 FOR A COMPREHENSIVE TRANSPORTATION PLANNING STUDY OF THE WEDINGTON CORRIDOR

WHEREAS, the U.S. Department of Transportation administers the Better Utilizing Investments to Leverage Development (BUILD) Grant Program that provides federal funding for nationally and regionally significant surface transportation infrastructure projects; and

WHEREAS, the program is intended to improve safety, economic competitiveness, state of good repair, quality of life, environmental sustainability, and innovation; and

WHEREAS, staff has identified the Wedington Corridor as a key transportation corridor with existing and future needs related to safety, mobility, access, congestion, and multimodal connectivity; and

WHEREAS, the City and State DOT have received multiple requests for intersection and safety improvements along this corridor that includes several intersections; and

WHEREAS, rather than study each intersection separately, staff recommends a comprehensive transportation planning study of the Wedington Corridor to evaluate traffic operations, safety enhancements, access management, land use coordination, and long-term implementation strategies; and

WHEREAS, the planning grant will allow the city to advance a data-driven and community supported corridor plan that will position the City to pursue the future state and federal implementation funding.

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 submit an application for an 80/20 federal-aid grant through the US Department of Transportation BUILD Grant Program in an amount not to exceed \$800,000.00, with a City match not to exceed \$160,000.00, for a comprehensive transportation planning study of the Wedington Corridor.

City of Fayetteville Staff Review Form

2026-299

Item ID

2/17/2026

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

Sara Combs

2/6/2026

ENGINEERING (621)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends approval of a Resolution to apply for a federal-aid grant through the BUILD Grant Program administered by the US Department of Transportation. The estimated total project cost will be \$800,000. This grant is an 80/20 grant; therefore, the city match amount be \$160,000.

Budget Impact:

4602.860.xxxx-5809.00

Streets Projects (Bonds)

Account Number

Fund

46020.xxxx.xxxx

Streets Projects (Bonds)

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 9,640,492.00

Expenses (Actual+Encum)

\$ -

Available Budget

\$ 9,640,492.00

Does item have a direct cost? No

Item Cost

\$ -

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ 9,640,492.00

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments: The Total Amended Budget amount is the unallocated amount remaining in the Streets bond projects.



MEETING OF FEBRUARY 17, 2026

TO: Mayor Rawn and City Council

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

FROM: Donna Wonsower, Senior Planner

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

RECOMMENDATION:

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

BACKGROUND:

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

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

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

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

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov

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

A significant portion of the property lies within the floodplain, with some areas located in the floodway. Most of this area is proposed to be rezoned to CCR, Conservation, Cultural and Recreation, a district intended to “to conserve, preserve, protect, or enhance natural resources such as floodplains, streams, wetlands, steep topography, woodlands, meadows and wildlife habitat, or for the purpose of improving and restoring such property's ecosystem services.” A legal instrument has been provided to preserve this area in alignment with zoning requirements and would need to be fully executed prior to City Council approval. Staff finds the preservation of this area would remove development entitlements within sensitive environmental areas and provide permanent protection for the floodplain and streamside protection areas. The existing house is proposed to remain R-A, Residential Agricultural, which would permit it and its associated outbuildings to be utilized and maintained. On the balance of considerations, staff recommends approval of this request.

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

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

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

DISCUSSION:

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

BUDGET/STAFF IMPACT:

NA

ATTACHMENTS: 3. Staff Review Form, 4. Exhibit A, 5. Exhibit B, 6. Staff Report , 7. 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:

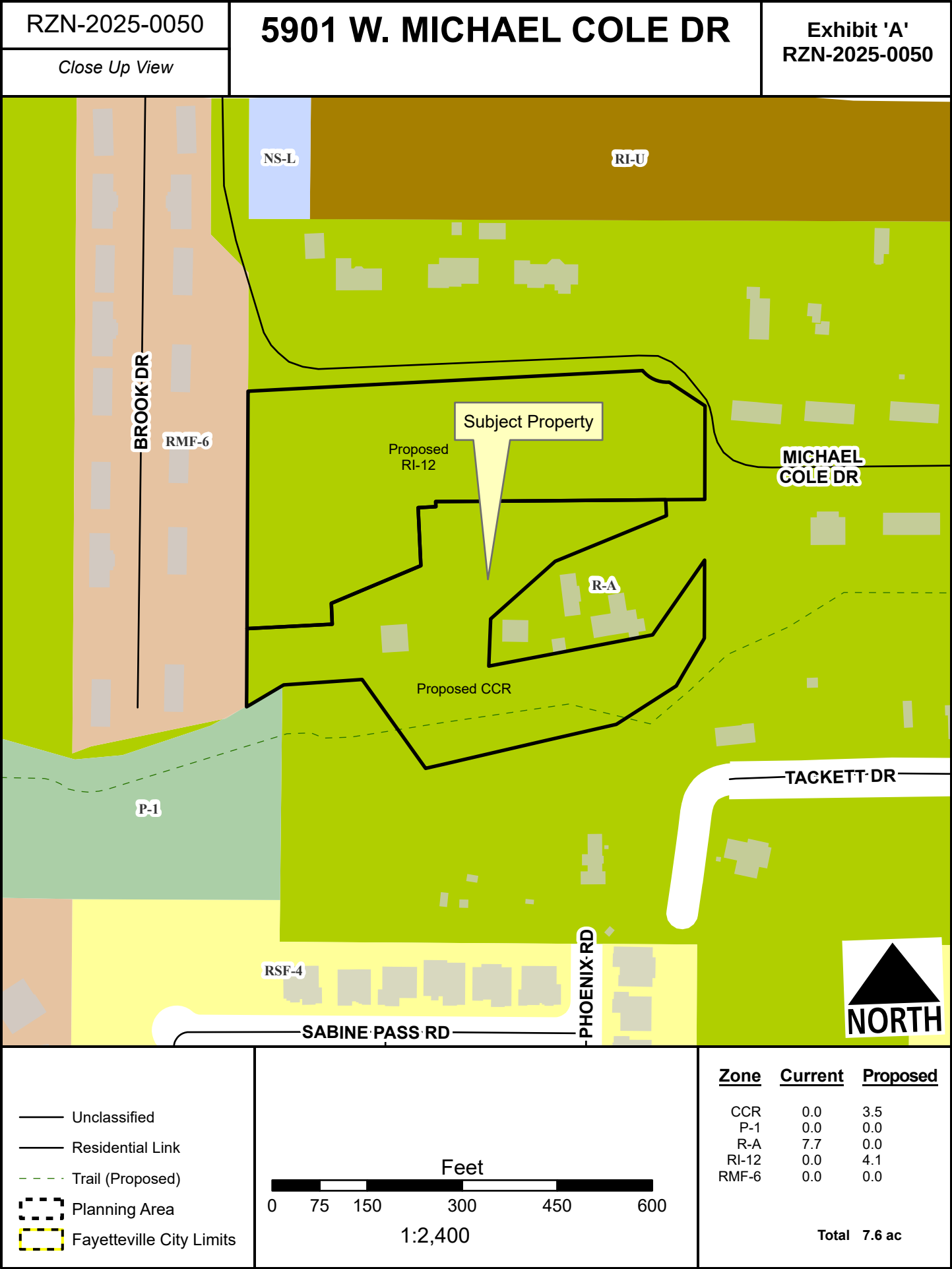


Exhibit 'B'
RZN-2025-0050

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
-

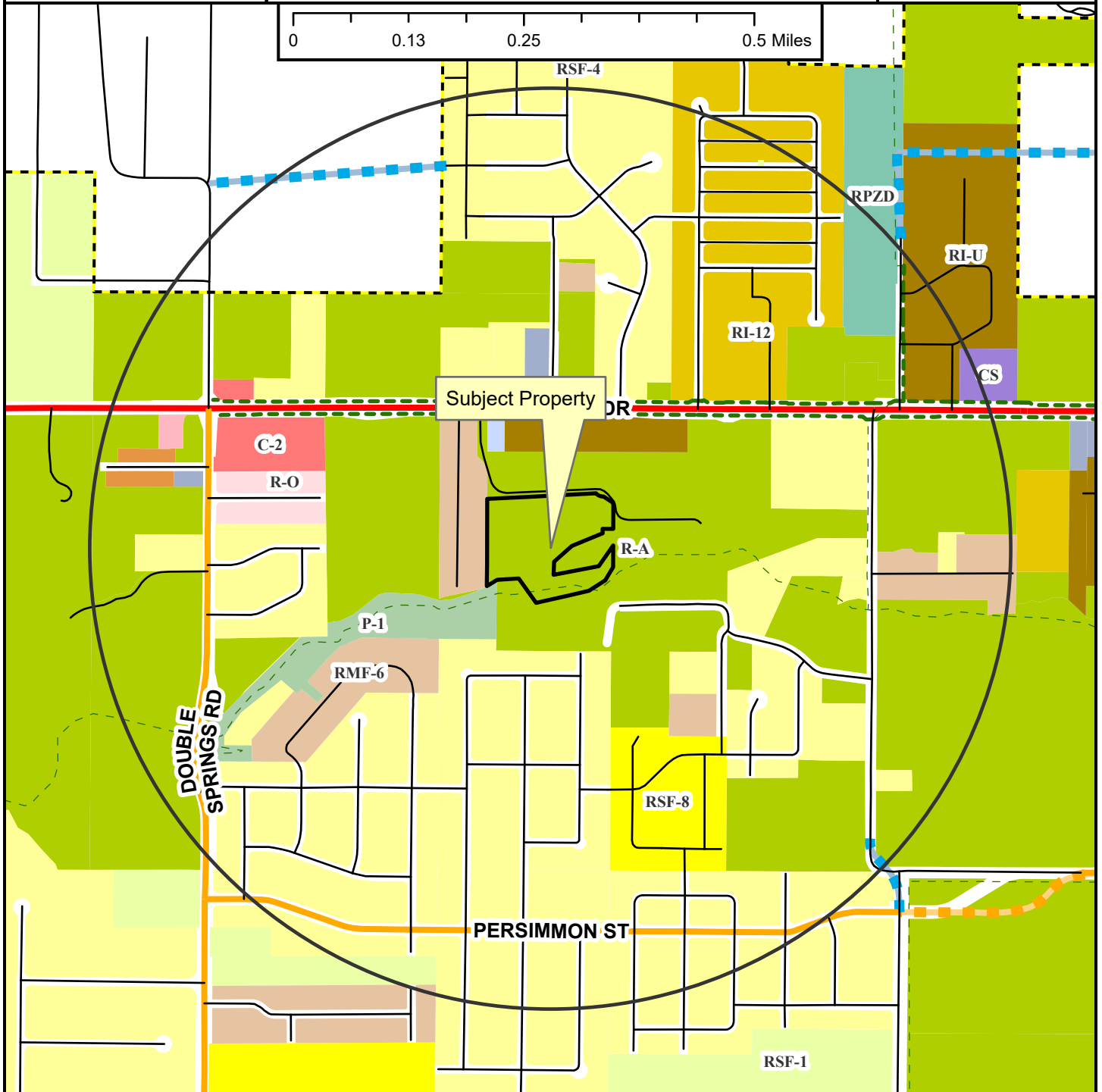
RZN-2025-0050

5901 W. MICHAEL COLE DR

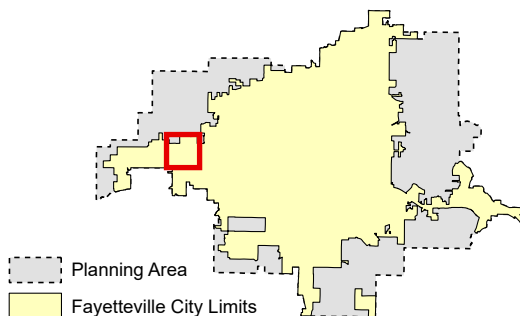
One Mile View

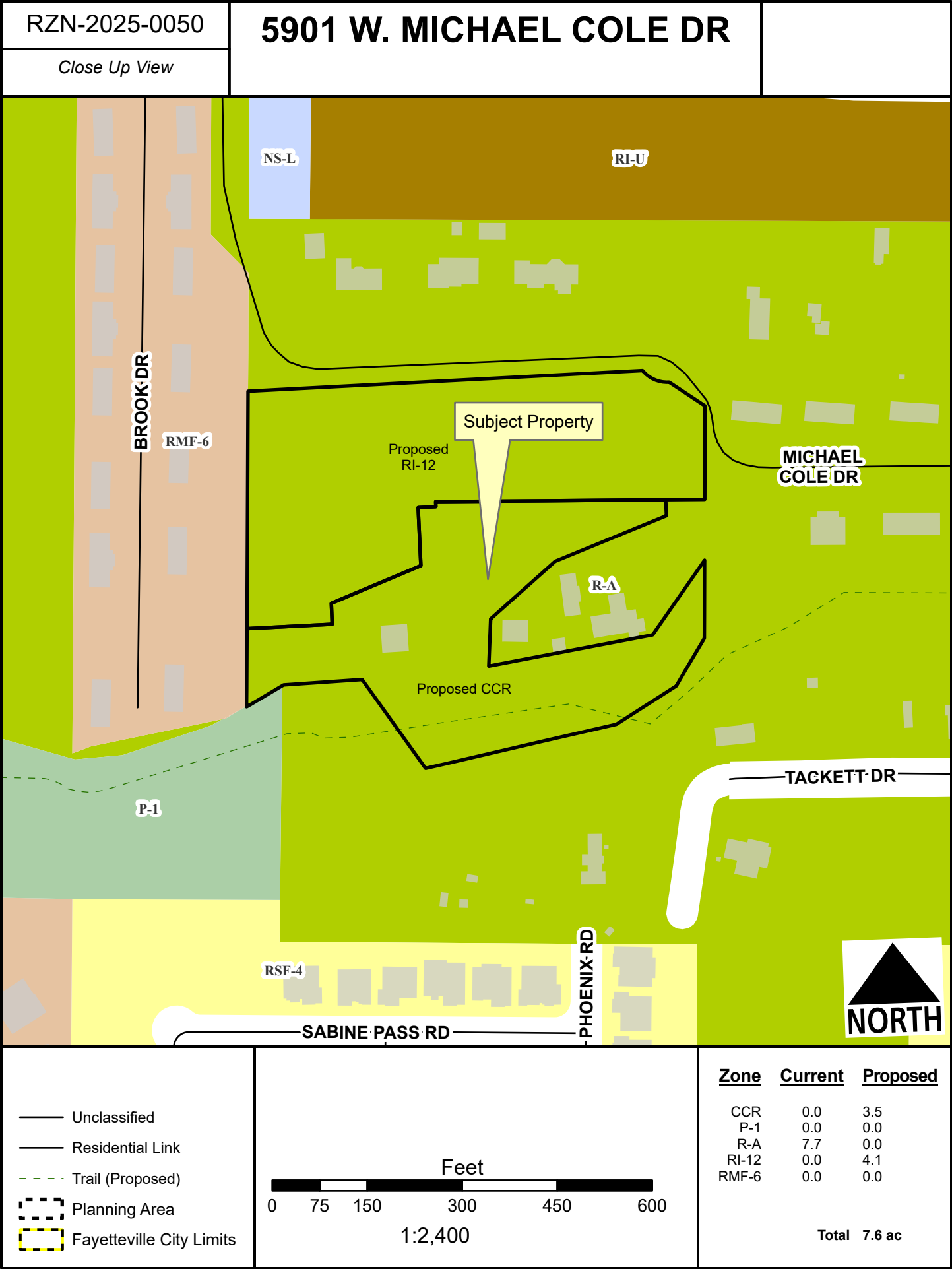


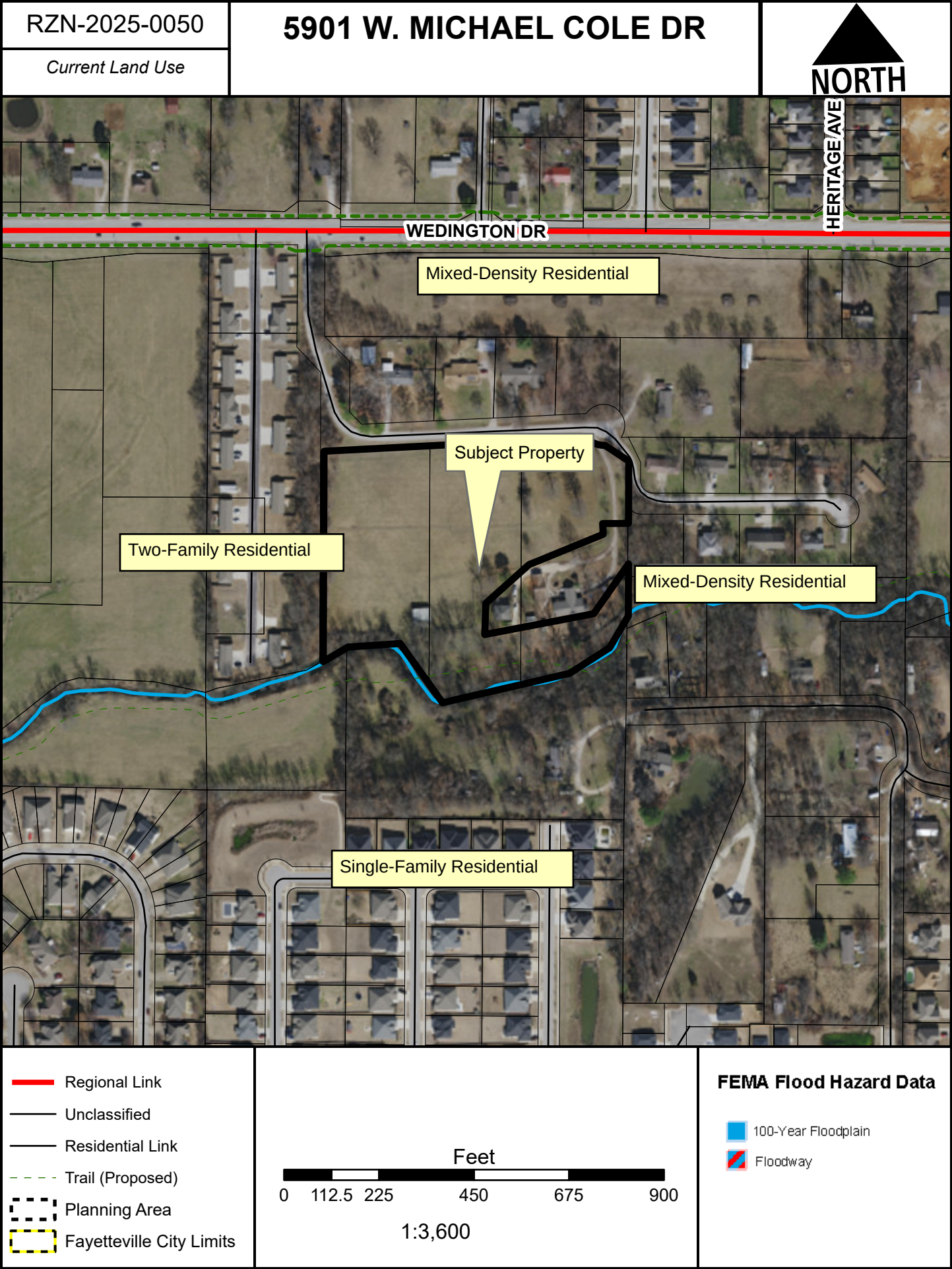
0 0.13 0.25 0.5 Miles



- 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



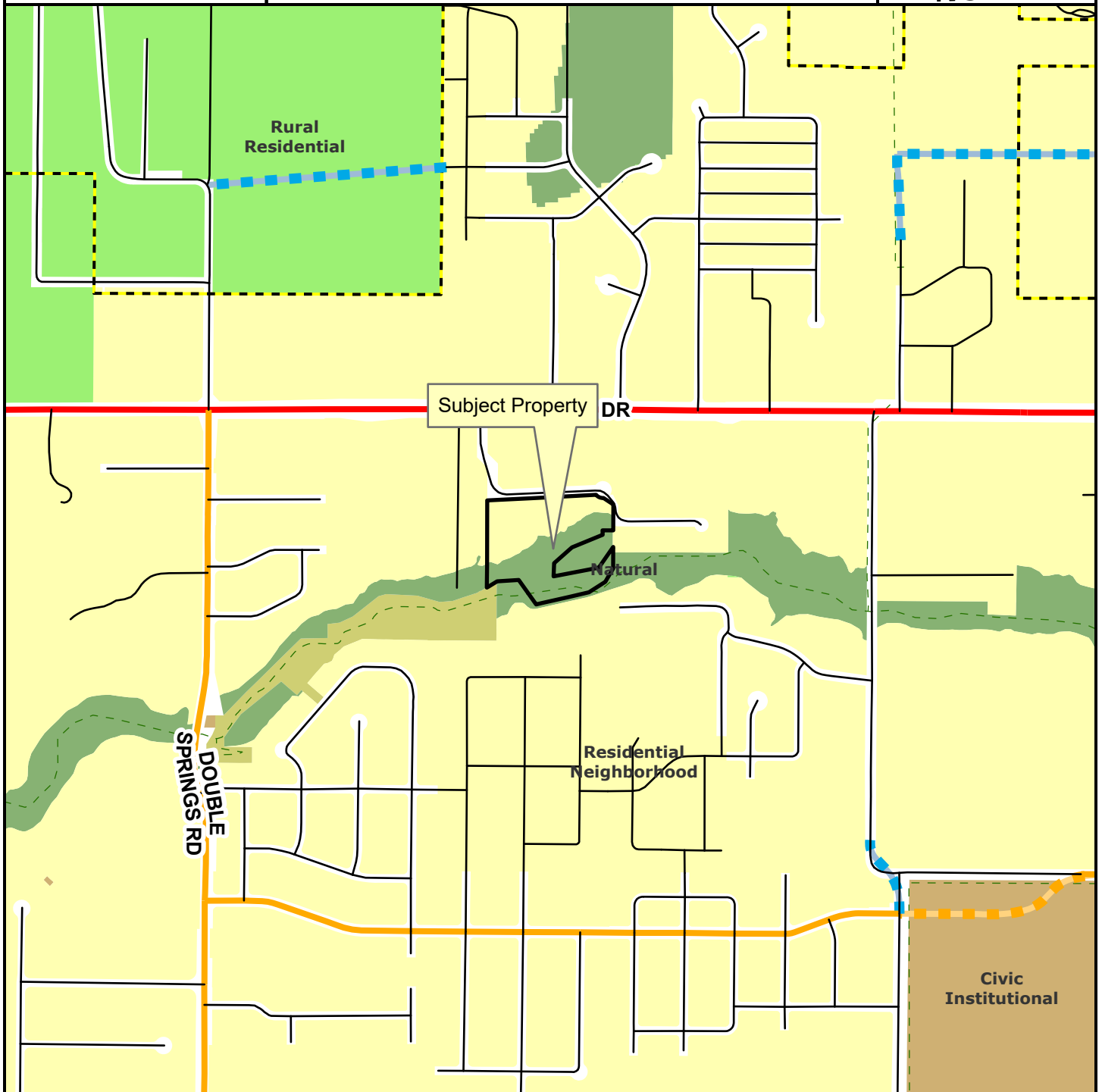




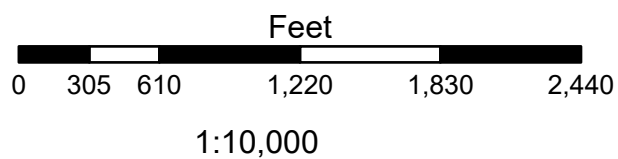
RZN-2025-0050

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**

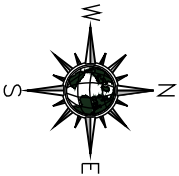
A TRACT OF LAND BEING A PART OF LOT 3A, OF THE MILDRED LEE ESTATES, AS RECORDED IN PLAT FILE #2025-00008131, WASHINGTON COUNTY, ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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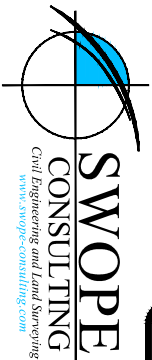
**PROPOSED CONSERVATION, CULTURAL
AND RECREATION ZONING DISTRICT
SURVEY DESCRIPTION**

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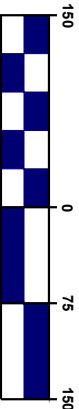


- LEGEND**
- FOUND MONUMENT AS-NOTED
 - SET MONUMENT AS-NOTED
 - └ GUY ANCHOR
 - ⊕ ELECTRIC METER
 - ⊖ WATER METER
 - ⊙ POWER POLE
 - ⊕ AIR CONDITIONER
 - ⊖ FIELD MEASUREMENT
 - (M) RECORDED MEASUREMENT
 - (R) NOW OR FORMERLY
 - N/F
- BOUNDARY LINE
- CENTERLINE OF ROAD
- RIGHT-OF-WAY (RW)
- BUILDING SETBACK LINE
- OVERHEAD POWER LINE
- PROPOSED
- RL-12 ZONING
- PROPOSED CONSERVATION ZONING



Project Number:
23-120

REZONE EXHIBIT



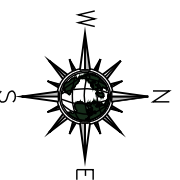
(in feet) 1 inch = 150 ft.

PAGE 1 OF 2

Certificate of Authorization № 2831

Date: 11/13/2025

BASIS OF BEARING:
ARKANSAS STATE PLANE,
COORDINATE SYSTEM,
(NAD-83) NORTH ZONE.

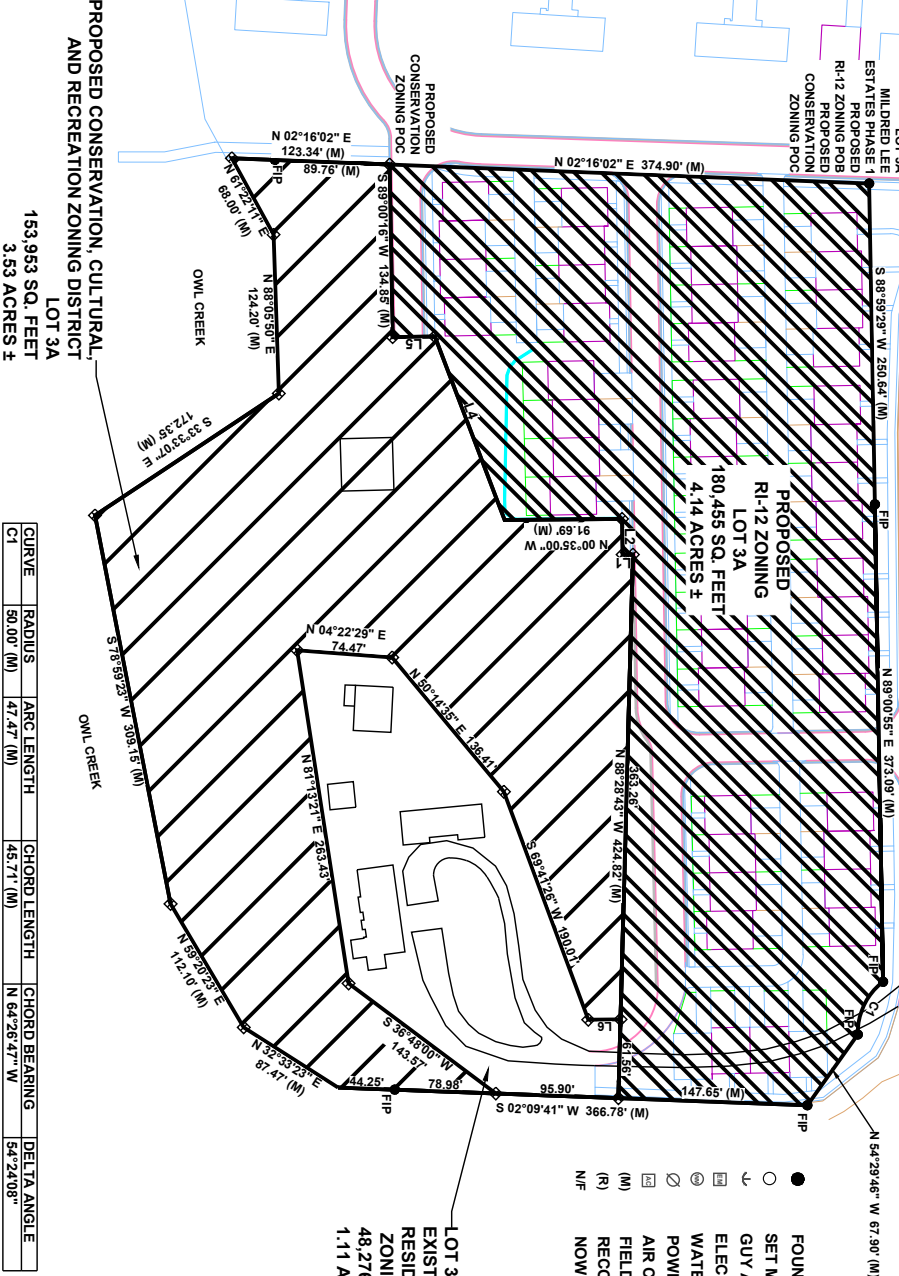


Planning Commission

December 8, 2025

RZN-2025-0050 (MICHAEL COLE DR LLC)

Page 27 of 27

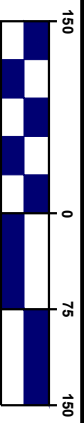


- LEGEND**
- FOUND MONUMENT AS-NOTED
 - SET MONUMENT AS-NOTED
 - ⌋ GUY ANCHOR
 - ⊞ ELECTRIC METER
 - ⊞ WATER METER
 - ⊞ POWER POLE
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 - BOUNDARY LINE
 - CENTERLINE OF ROAD
 - RIGHT-OF-WAY (RW)
 - BUILDING SETBACK LINE
 - OVERHEAD POWER LINE
 - ▨ PROPOSED RI-12 ZONING
 - ▨ PROPOSED CONSERVATION ZONING

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	50.00' (M)	47.47' (M)	48.71' (M)	N 64°28'47" W	54°24'08"

LINE	BEARING	DISTANCE
1	S 00°14'56" E	8.00'
2	N 89°00'16" E	27.92'
3	N 89°11'26" E	129.27'
4	S 00°48'53" E	33.00'
5	S 00°43'23" E	26.19'

REZONE EXHIBIT



(in feet) 1 inch = 150 ft.

PAGE 2 OF 2



Project Number:
23-120

Certificate of Authorization № 2831

Date: 11/13/2025

#7 Halsted Circle, Suite 210 • Rogers, Arkansas 72756 • 479.877.7388 Office

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

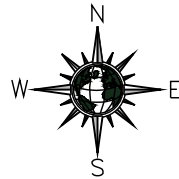
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PROPOSED CONSERVATION, CULTURAL,
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SURVEY DESCRIPTION

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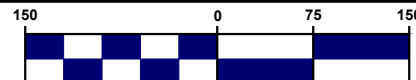
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LEGEND

●	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

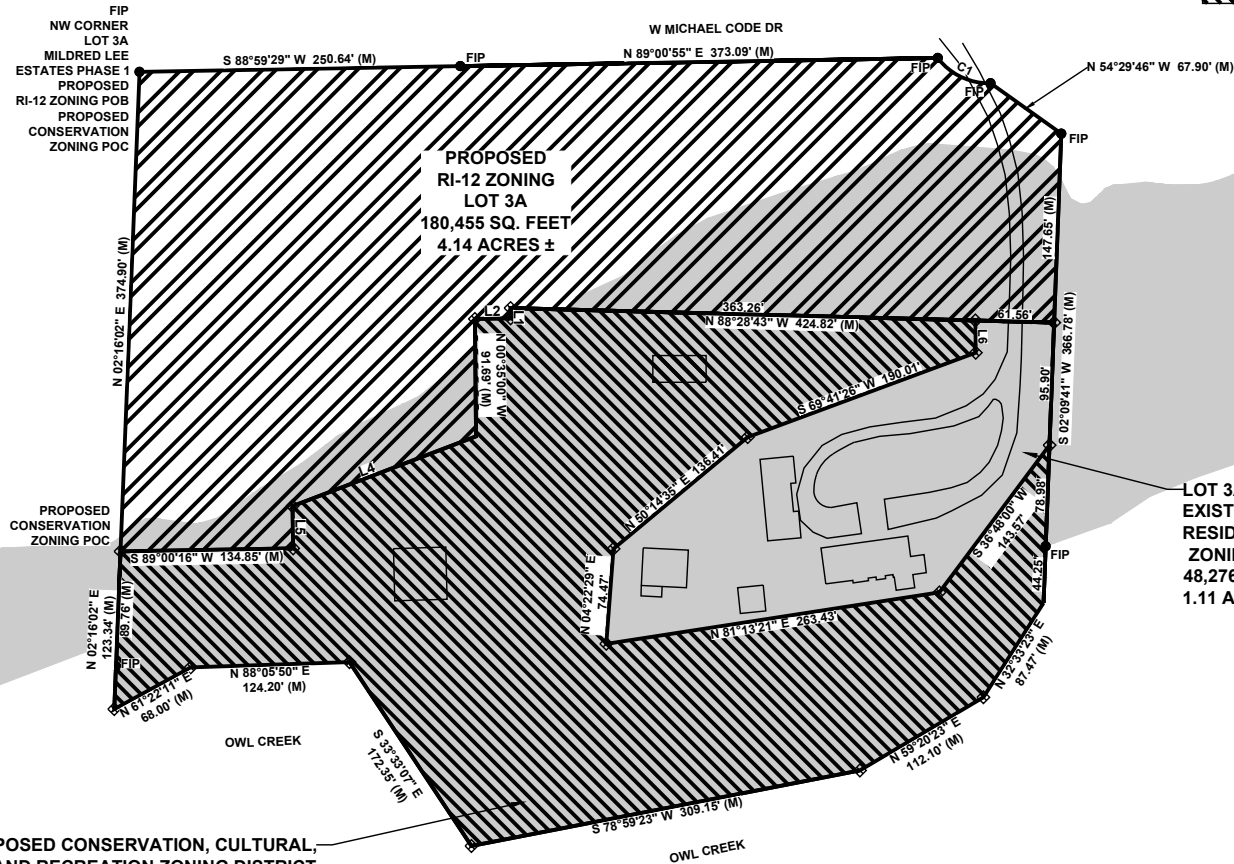
BASIS OF BEARING:
ARKANSAS STATE PLANE,
COORDINATE SYSTEM,
(NAD-83) NORTH ZONE.

- FOUND MONUMENT AS-NOTED
- SET MONUMENT AS-NOTED
- ↓ GUY ANCHOR
- ⊞ ELECTRIC METER
- ⊞ WATER METER
- ⊞ POWER POLE

LEGEND

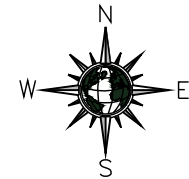
- ⊞ AIR CONDITIONER
- (M) FIELD MEASUREMENT
- (R) RECORDED MEASUREMENT
- N/F NOW OR FORMERLY
- ▨ PROPOSED
- ▨ RI-12 ZONING

- BOUNDARY LINE
- CENTERLINE OF ROAD
- RIGHT-OF-WAY (R/W)
- BUILDING SETBACK LINE
- OVERHEAD POWER LINE
- ▨ PROPOSED CONSERVATION ZONING



FLOOD PLAIN

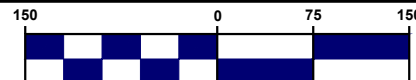
LOT 3A
EXISTING
RESIDENTIAL-AGRICULTURAL
ZONING
48,276 SQ. FEET
1.11 ACRES ±



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



(in feet) 1 inch = 150 ft.

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 # 2025-0000131

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°26'47"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°25'46"E 87.00 FEET TO AN IRON PIN FOUND; THENCE DISTANCE OF 366.78 FEET; THENCE S32°30'20"W 87.47 FEET; THENCE S89°20'23"W 112.50 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 #2025-0000131, 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°22'30" 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 N 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
 - 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

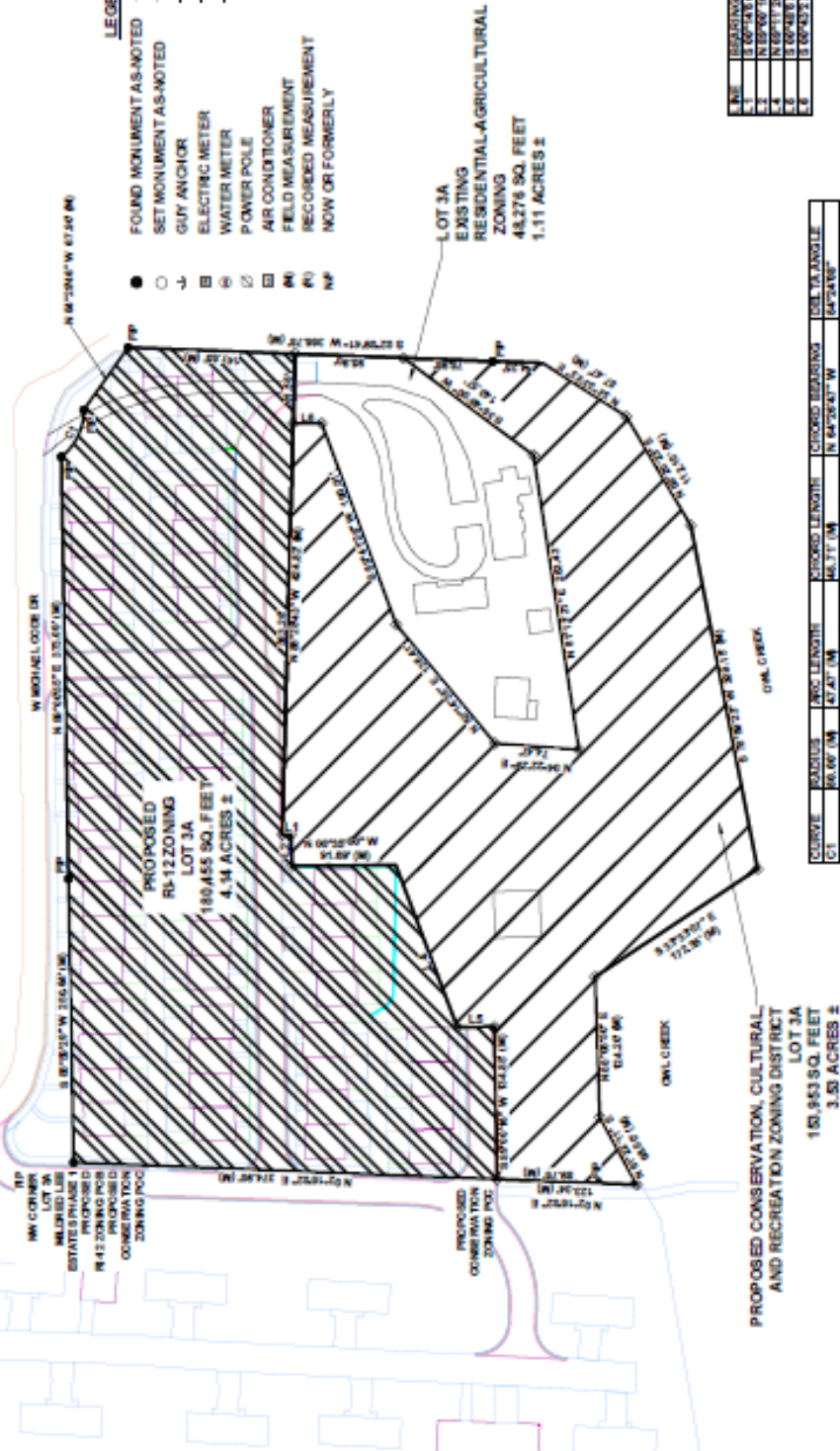


BASIS OF BEARING:
ARKANSAS STATE PLANE,
COORDINATE SYSTEM,
(NAD-83) NORTH ZONE.



LEGEND

- | | |
|---------------------------|-------------------------|
| ● FOUND MONUMENT AS-NOTED | — BOUNDARY LINE |
| ○ SET MONUMENT AS-NOTED | — CENTERLINE OF ROAD |
| ↓ GUY ANCHOR | — RIGHT-OF-WAY (RW) |
| ⊞ ELECTRIC METER | — BUILDING SETBACK LINE |
| ⊞ WATER METER | — OVERHEAD POWER LINE |
| ⊞ POWER POLE | ■ PROPOSED |
| ⊞ AIR CONDITIONER | ■ R-12 ZONING |
| ⊞ FIELD MEASUREMENT | ■ PROPOSED |
| ⊞ RECORDED MEASUREMENT | ■ CONSERVATION ZONING |
| ⊞ NOW OR FORMERLY | |



LINE	BEARING	DISTANCE
1	N 89°48'18" E	27.76'
2	N 89°48'18" E	27.76'
3	N 89°48'18" E	27.76'
4	N 89°48'18" E	27.76'
5	N 89°48'18" E	27.76'
6	N 89°48'18" E	27.76'

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	16.00' (M)	47.41' (M)	46.11' (M)	N 64°28'43" W	64°28'43"

REZONE EXHIBIT



PAGE 2 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



Chief Engineering and Land Surveying

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

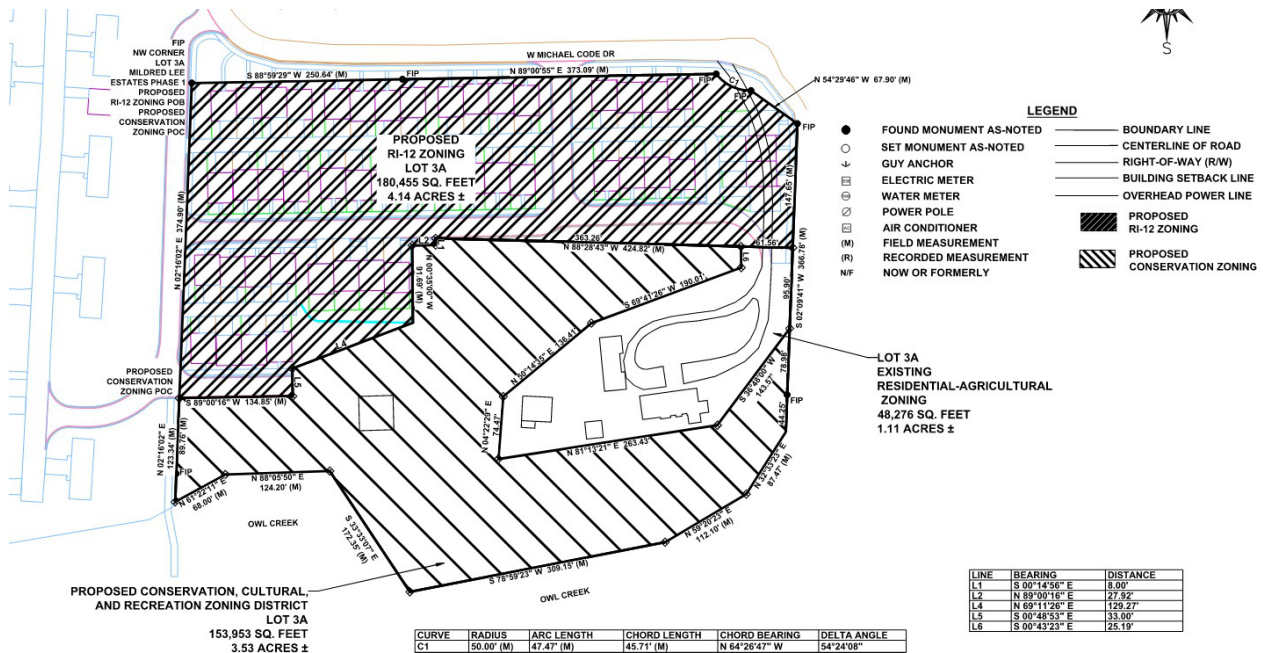


Exhibit 2 – Proposed Easement

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 with contour lines indicating elevation. The map shows a river system flowing from the top left towards the bottom right. A yellow highlight marks the study site, located on the right bank of the river, near the confluence of a tributary. The map includes various elevation labels such as 1211, 1208, 1209, 1206, 1204, 1201, 1200, 1197, 1198, 1196, 1195, 1194, 1193, 1191, 1190, 1189, 1188, 1187, 1186, 1185, 1184, 1183, 1182, 1181, 1180, 1179, 1178, 1177, 1176, 1175, 1174, 1173, 1172, 1171, 1170, 1169, 1168, 1167, 1166, 1165, 1164, 1163, 1162, 1161, 1160, 1159, 1158, 1157, 1156, 1155, 1154, 1153, 1152, 1151, 1150, 1149, 1148, 1147, 1146, 1145, 1144, 1143, 1142, 1141, 1140, 1139, 1138, 1137, 1136, 1135, 1134, 1133, 1132, 1131, 1130, 1129, 1128, 1127, 1126, 1125, 1124, 1123, 1122, 1121, 1120, 1119, 1118, 1117, 1116, 1115, 1114, 1113, 1112, 1111, 1110, 1109, 1108, 1107, 1106, 1105, 1104, 1103, 1102, 1101, 1100, 1099, 1098, 1097, 1096, 1095, 1094, 1093, 1092, 1091, 1090, 1089, 1088, 1087, 1086, 1085, 1084, 1083, 1082, 1081, 1080, 1079, 1078, 1077, 1076, 1075, 1074, 1073, 1072, 1071, 1070, 1069, 1068, 1067, 1066, 1065, 1064, 1063, 1062, 1061, 1060, 1059, 1058, 1057, 1056, 1055, 1054, 1053, 1052, 1051, 1050, 1049, 1048, 1047, 1046, 1045, 1044, 1043, 1042, 1041, 1040, 1039, 1038, 1037, 1036, 1035, 1034, 1033, 1032, 1031, 1030, 1029, 1028, 1027, 1026, 1025, 1024, 1023, 1022, 1021, 1020, 1019, 1018, 1017, 1016, 1015, 1014, 1013, 1012, 1011, 1010, 1009, 1008, 1007, 1006, 1005, 1004, 1003, 1002, 1001, 1000, 999, 998, 997, 996, 995, 994, 993, 992, 991, 990, 989, 988, 987, 986, 985, 984, 983, 982, 981, 980, 979, 978, 977, 976, 975, 974, 973, 972, 971, 970, 969, 968, 967, 966, 965, 964, 963, 962, 961, 960, 959, 958, 957, 956, 955, 954, 953, 952, 951, 950, 949, 948, 947, 946, 945, 944, 943, 942, 941, 940, 939, 938, 937, 936, 935, 934, 933, 932, 931, 930, 929, 928, 927, 926, 925, 924, 923, 922, 921, 920, 919, 918, 917, 916, 915, 914, 913, 912, 911, 910, 909, 908, 907, 906, 905, 904, 903, 902, 901, 900, 899, 898, 897, 896, 895, 894, 893, 892, 891, 890, 889, 888, 887, 886, 885, 884, 883, 882, 881, 880, 879, 878, 877, 876, 875, 874, 873, 872, 871, 870, 869, 868, 867, 866, 865, 864, 863, 862, 861, 860, 859, 858, 857, 856, 855, 854, 853, 852, 851, 850, 849, 848, 847, 846, 845, 844, 843, 842, 841, 840, 839, 838, 837, 836, 835, 834, 833, 832, 831, 830, 829, 828, 827, 826, 825, 824, 823, 822, 821, 820, 819, 818, 817, 816, 815, 814, 813, 812, 811, 810, 809, 808, 807, 806, 805, 804, 803, 802, 801, 800, 799, 798, 797, 796, 795, 794, 793, 792, 791, 790, 789, 788, 787, 786, 785, 784, 783, 782, 781, 780, 779, 778, 777, 776, 775, 774, 773, 772, 771, 770, 769, 768, 767, 766, 765, 764, 763, 762, 761, 760, 759, 758, 757, 756, 755, 754, 753, 752, 751, 750, 749, 748, 747, 746, 745, 744, 743, 742, 741, 740, 739, 738, 737, 736, 735, 734, 733, 732, 731, 730, 729, 728, 727, 726, 725, 724, 723, 722, 721, 720, 719, 718, 717, 716, 715, 714, 713, 712, 711, 710, 709, 708, 707, 706, 705, 704, 703, 702, 701, 700, 699, 698, 697, 696, 695, 694, 693, 692, 691, 690, 689, 688, 687, 686, 685, 684, 683, 682, 681, 680, 679, 678, 677, 676, 675, 674, 673, 672, 671, 670, 669, 668, 667, 666, 665, 664, 663, 662, 661, 660, 659, 658, 657, 656, 655, 654, 653, 652, 651, 650, 649, 648, 647, 646, 645, 644, 643, 642, 641, 640, 639, 638, 637, 636, 635, 634, 633, 632, 631, 630, 629, 628, 627, 626, 625, 624, 623, 622, 621, 620, 619, 618, 617, 616, 615, 614, 613, 612, 611, 610, 609, 608, 607, 606, 605, 604, 603, 602, 601, 600, 599, 598, 597, 596, 595, 594, 593, 592, 591, 590, 589, 588, 587, 586, 585, 584, 583, 582, 581, 580, 579, 578, 577, 576, 575, 574, 573, 572, 571, 570, 569, 568, 567, 566, 565, 564, 563, 562, 561, 560, 559, 558, 557, 556, 555, 554, 553, 552, 551, 550, 549, 548, 547, 546, 545, 544, 543, 542, 541, 540, 539, 538, 537, 536, 535, 534, 533, 532, 531, 530, 529, 528, 527, 526, 525, 524, 523, 522, 521, 520, 519, 518, 517, 516, 515, 514, 513, 512, 511, 510, 509, 508, 507, 506, 505, 504, 503, 502, 501, 500, 499, 498, 497, 496, 495, 494, 493, 492, 491, 490, 489, 488, 487, 486, 485, 484, 483, 482, 481, 480, 479, 478, 477, 476, 475, 474, 473, 472, 471, 470, 469, 468, 467, 466, 465, 464, 463, 462, 461, 460, 459, 458, 457, 456, 455, 454, 453, 452, 451, 450, 449, 448, 447, 446, 4

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 17, 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



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: _____

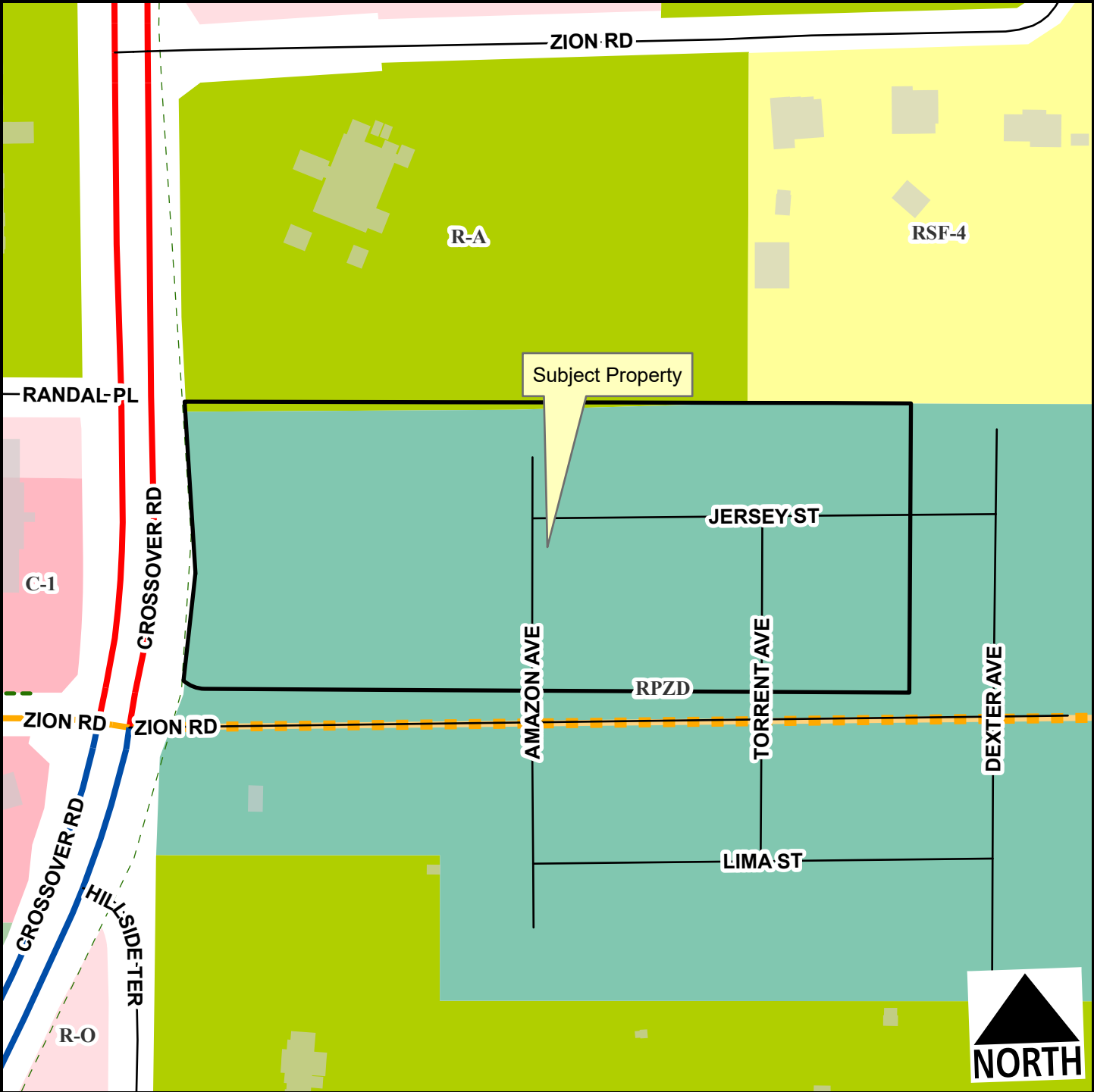
Previous Ordinance or Resolution # _____

Change Order Number: _____

Approval Date: _____

Original Contract Number: _____

Comments:



- Regional Link - Neighborhood Link - Regional Link - High Activity - Residential Link - Planned Neighborhood Link - Planning Area - Fayetteville City Limits - Shared-Use Paved Trail - Trail (Proposed)	Feet 0 75 150 300 450 600 1:2,400	
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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.

CEI ENGINEERING ASSOCIATES, INC.
2600 NE 31ST ST, SUITE 100
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PHONE: (972) 488-3737
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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	34126
DATE	12/23/2025
REVISION	REV-1

Survey Sheet

OF
13



0 60' 90' 120'

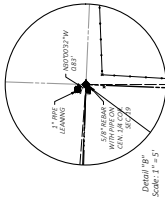
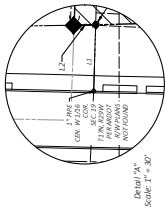
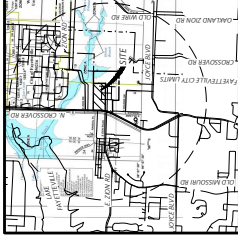
SCALE IN FEET

VICINITY MAP

NOT TO SCALE

APPROXIMATE STREET LOCATIONS BASED ON
CITY OF FAYETTEVILLE MASTER STREET PLAN

Latitude: 36° 54' 7" N
Longitude: 94° 55' 27" W

[illegible]

Line Table		Property Curve Table					
Line #	Direction	Length	Radius	Length	Delta	Chord Bearing	Chord Distance
L1	N88°19'53"W	33.86'	44.50'	31.83'	40°59'18"	N67°11'50"W	31.16'
L2	N00°54'23"W	11.00'					

[illegible]

	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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CORPORATE TRULS FIRM #10081500

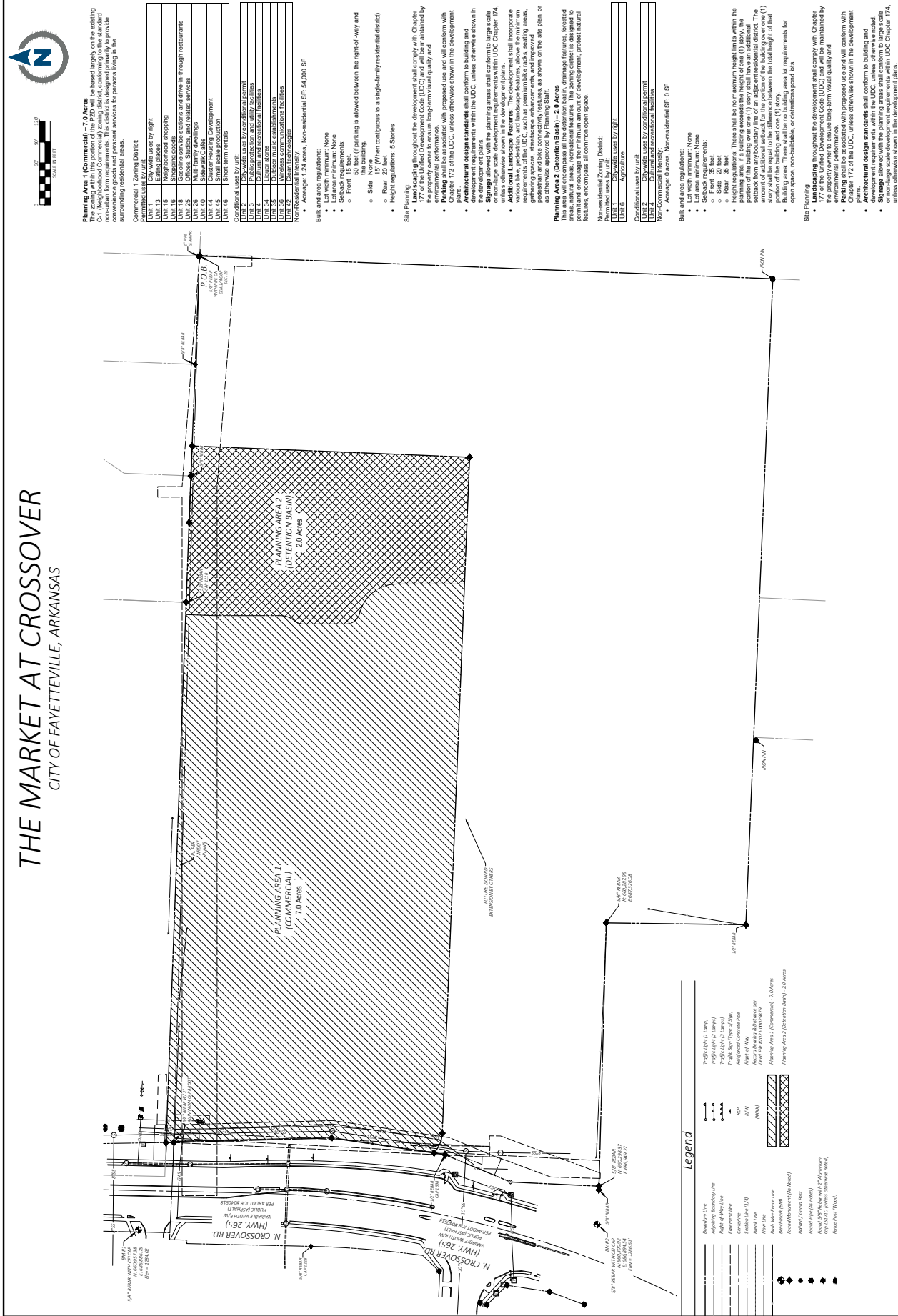
3030 LBJ FREEWAY, SUITE 910
DALLAS, TX 75234
PHONE: (972) 488-3737
FAX: (972) 488-6732

Zoning and Development Standards by Planning Area

PRELIMINARY
NOT FOR
CONSTRUCTION

DESIGNER	DATE	REV
PROFESSIONAL OF RECORD	3/4/2016	REV-1
DESIGNER	DATE	REV
FIELD WORK	3/4/2016	REV-1
CEI PROJECT NUMBER	01/14/2016	REV-1
DATE	01/14/2016	REV-1
REVISION		

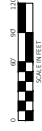
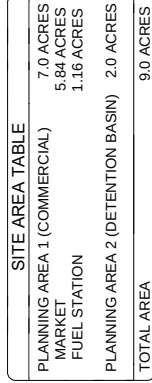
Planning Areas Exhibit
SHEET TITLE
SHEET NUMBER



PD MASTER PLAN
 THE MARKET AT CROSSOVER
 N CROSSOVER RD. & E ZION RD.
 CITY OF FALETTEVILLE, WASHINGTON COUNTY, ARKANSAS

PROFESSIONAL OF RECORD	A ED
PROJECT MANAGER	CA
DESIGNER	NDA
C/E PROJECT NUMBER	34236
DATE	01/09/2016
REVISION	REV-1

3 OF 3





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.

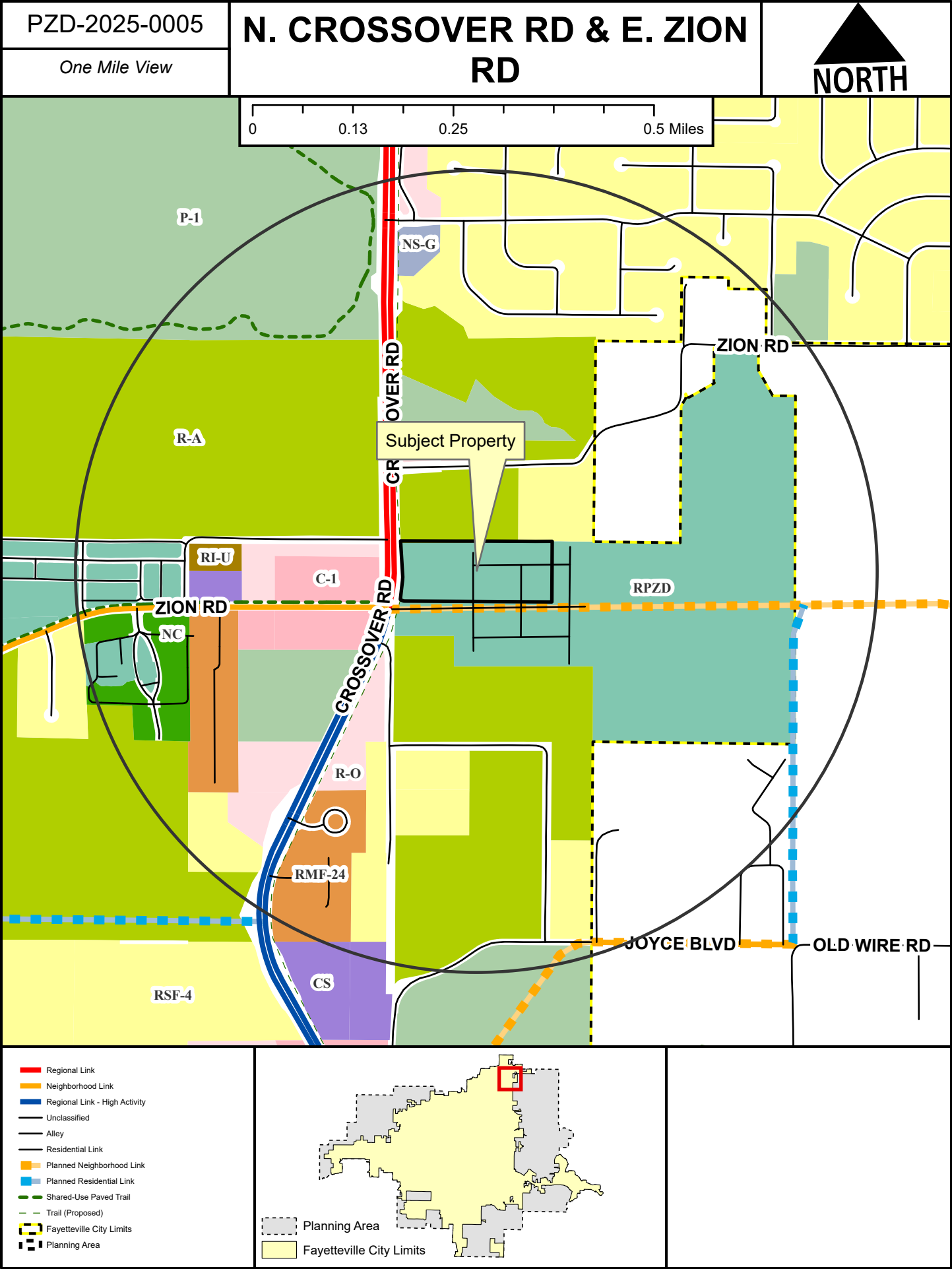
Planning Commission Action:	☒ Forwarded	☐ Tabled	☐ Denied
Meeting Date: <u>January 12, 2026</u>	with all conditions as recommended by staff.		
Motion: Payne			
Second: Gulley			
Vote: 6-1-0 (Werner opposed)			

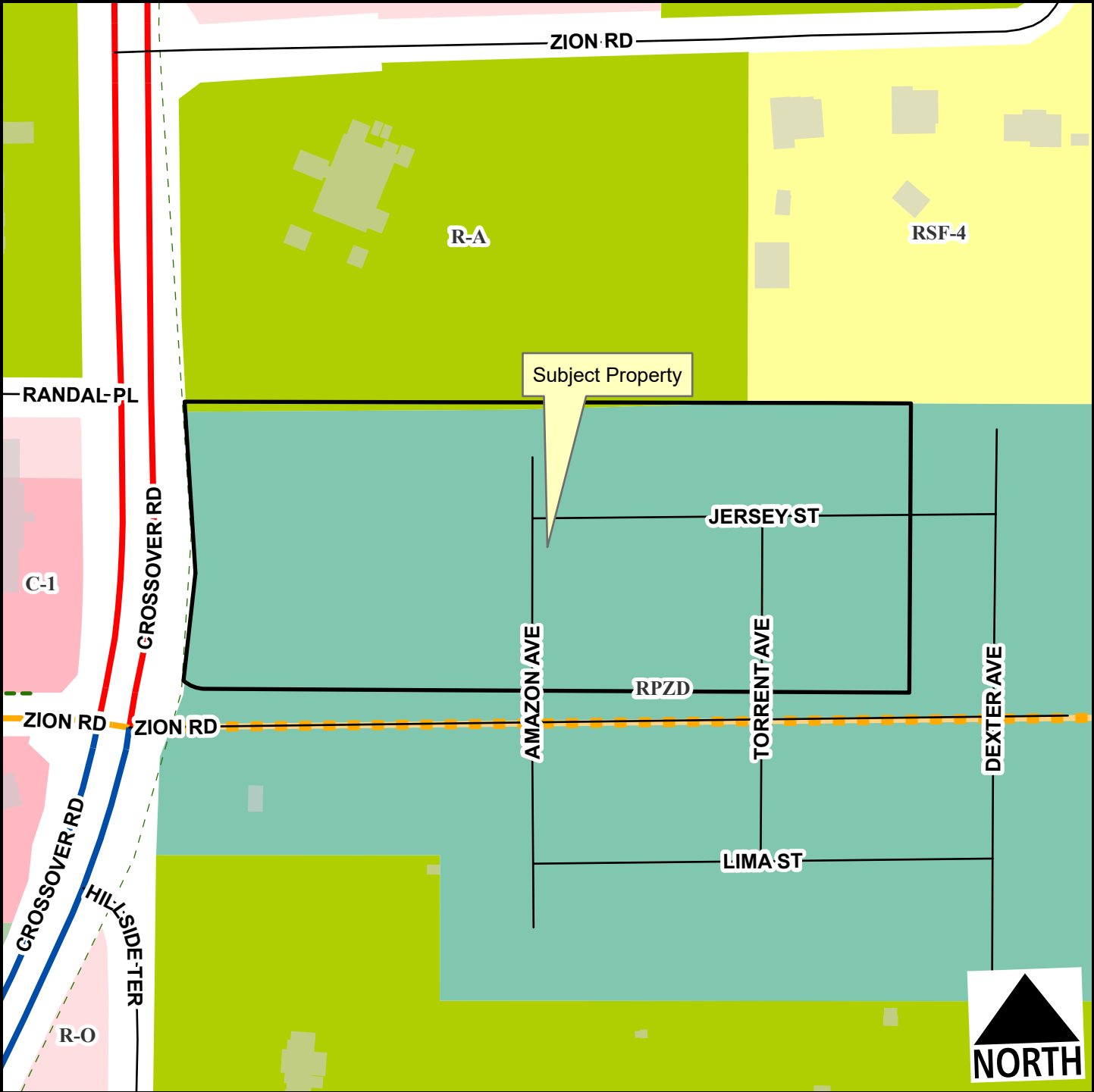
BUDGET/STAFF IMPACT:

None

ATTACHMENTS:

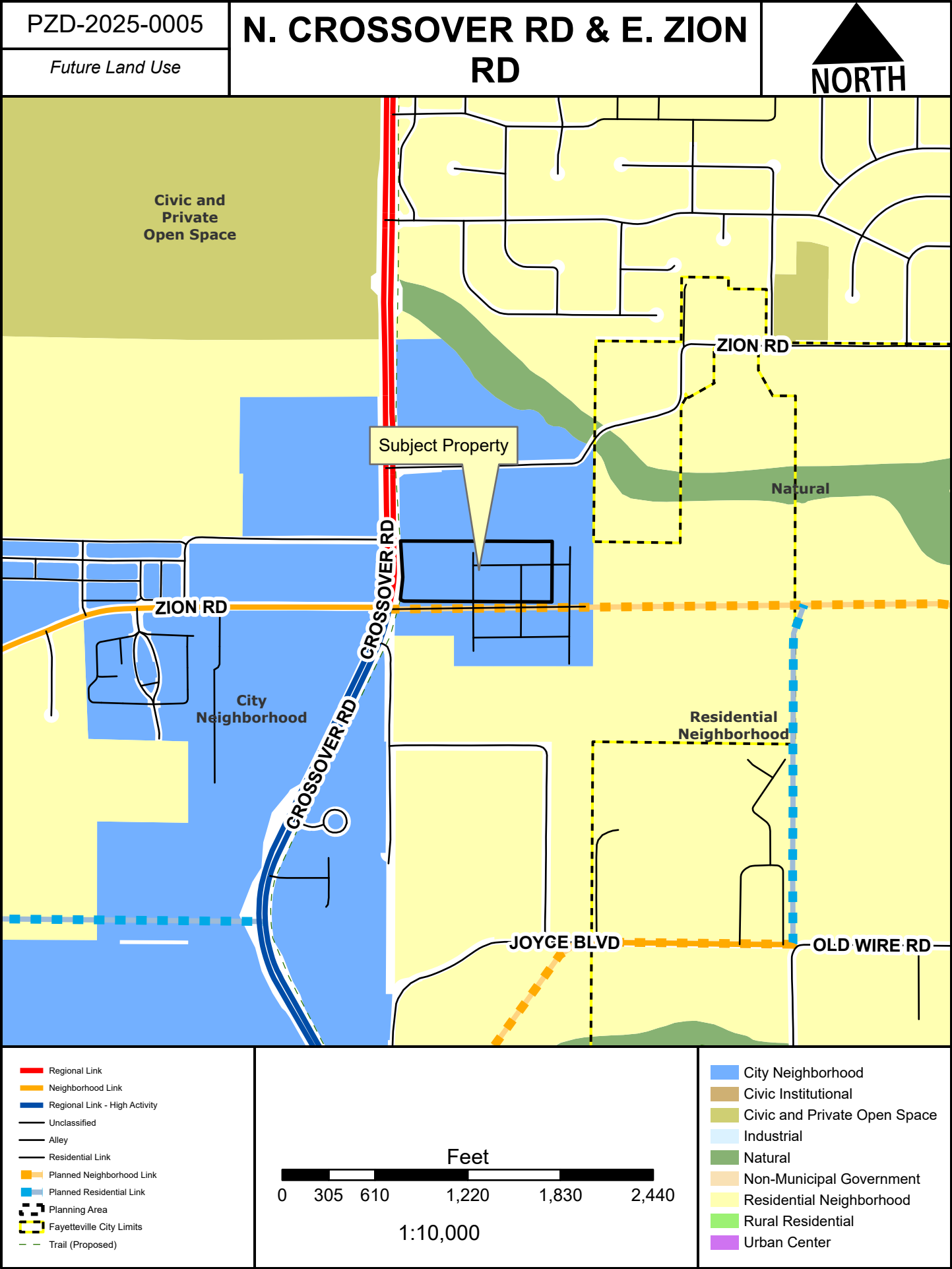
- One Mile Map
- Close Up Map
- Current Land Use Map
- Future Land Use Map
- Applicant Request Letter
- PZD Booklet





- Regional Link - Neighborhood Link - Regional Link - High Activity - Residential Link - Planned Neighborhood Link - Planning Area - Fayetteville City Limits - Shared-Use Paved Trail - Trail (Proposed)	Feet 0 75 150 300 450 600 1:2,400	
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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 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.

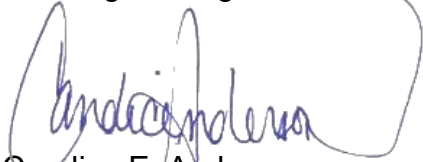
Site access will be provided by a proposed neighborhood linked street Zion Road extension. In addition, a supplemented by a right-in and right-out drive approach at Crossover Road, which will provide access to the northwest corner of the site. The project will fully comply with all applicable city standards 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.
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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.

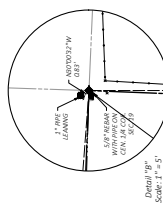
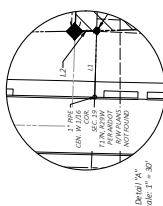
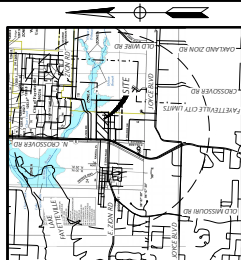
THE MARKET AT CROSSOVER
CITY OF FAYETTEVILLE, ARKANSAS



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



Abstract *Trachinotus fuscus* (Pomacentridae) is a common reef-associated surgeonfish in the Indo-Pacific. The species is distributed in the western Indian Ocean, from the Red Sea and Gulf of Aden south to the southern tip of Africa, and in the Pacific Ocean from the Philippines south to the Hawaiian Islands. *T. fuscus* is a pelagic, schooling species that inhabits the upper water column and is found in association with coral reefs. The species is a voracious predator that feeds on a variety of prey items, including zooplankton, small fish, and crustaceans. The species is a popular aquarium fish and is commonly kept in home aquariums. The species is also a popular sport fish and is commonly caught by recreational anglers. The species is a highly adaptable and resilient species that can tolerate a wide range of environmental conditions. The species is a highly social species that forms large schools. The species is a highly migratory species that can travel long distances. The species is a highly reproductive species that can produce large numbers of offspring. The species is a highly resilient species that can recover from environmental disturbances. The species is a highly adaptable species that can survive in a variety of habitats. The species is a highly social species that forms large schools. The species is a highly migratory species that can travel long distances. The species is a highly reproductive species that can produce large numbers of offspring. The species is a highly resilient species that can recover from environmental disturbances. The species is a highly adaptable species that can survive in a variety of habitats.

Line Table			Property Curve Table					
Line #	Direction	Length	Curve #	Radius	Length	Delta	Chord Bearing	Chord Distance
11	N88°19'53"W	33.86'						
12	N00°56'42"W	11.09'	C1	44.50'	31.83'	40°59'18"	N67°11'50"W	31.16'

[illegible]

Legend

- [illegible]

Planning Commission

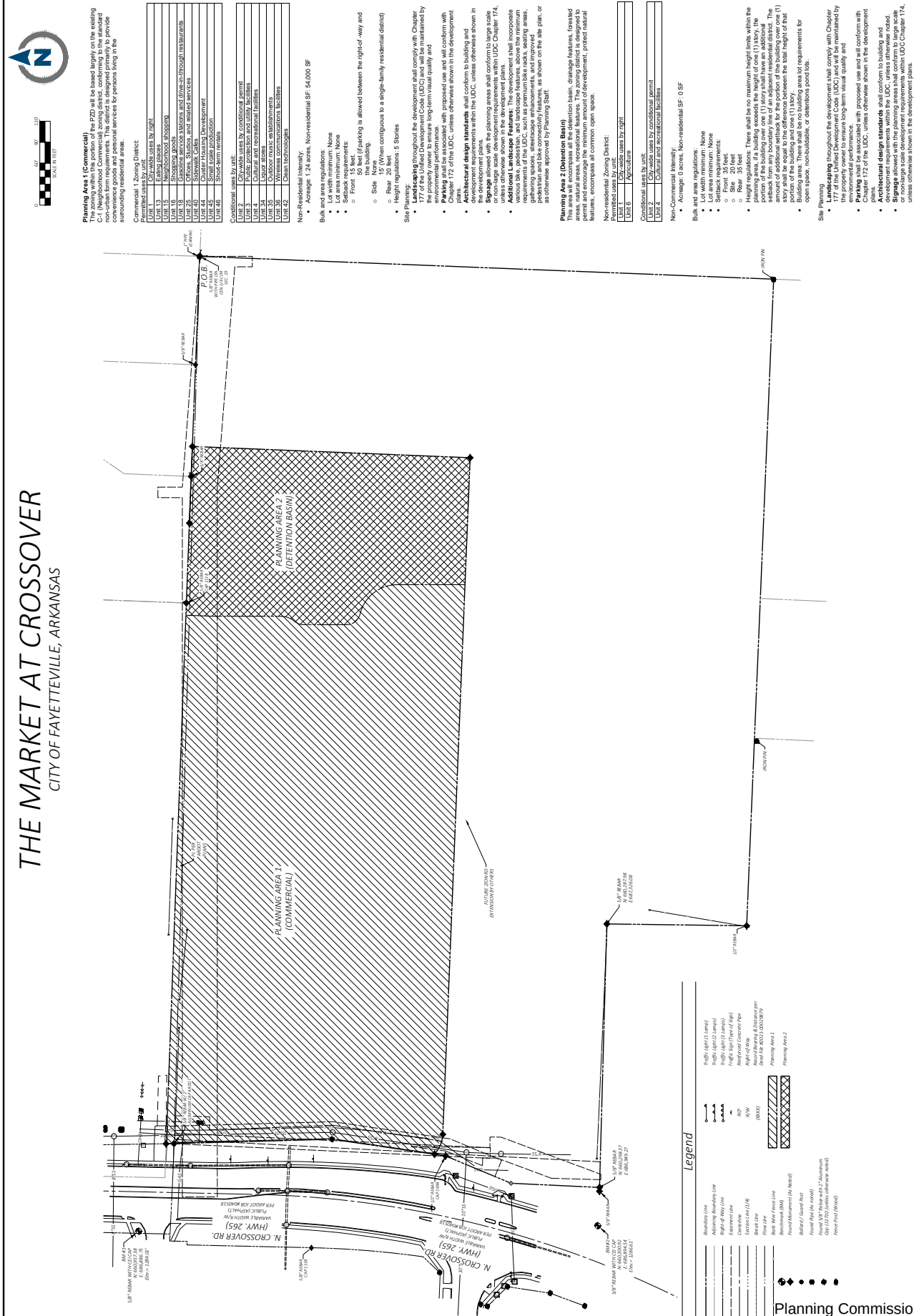
January 12, 2026

PZD-2025-0005 (THE MARKET AT CROSSOVER)

Page 27 of 36

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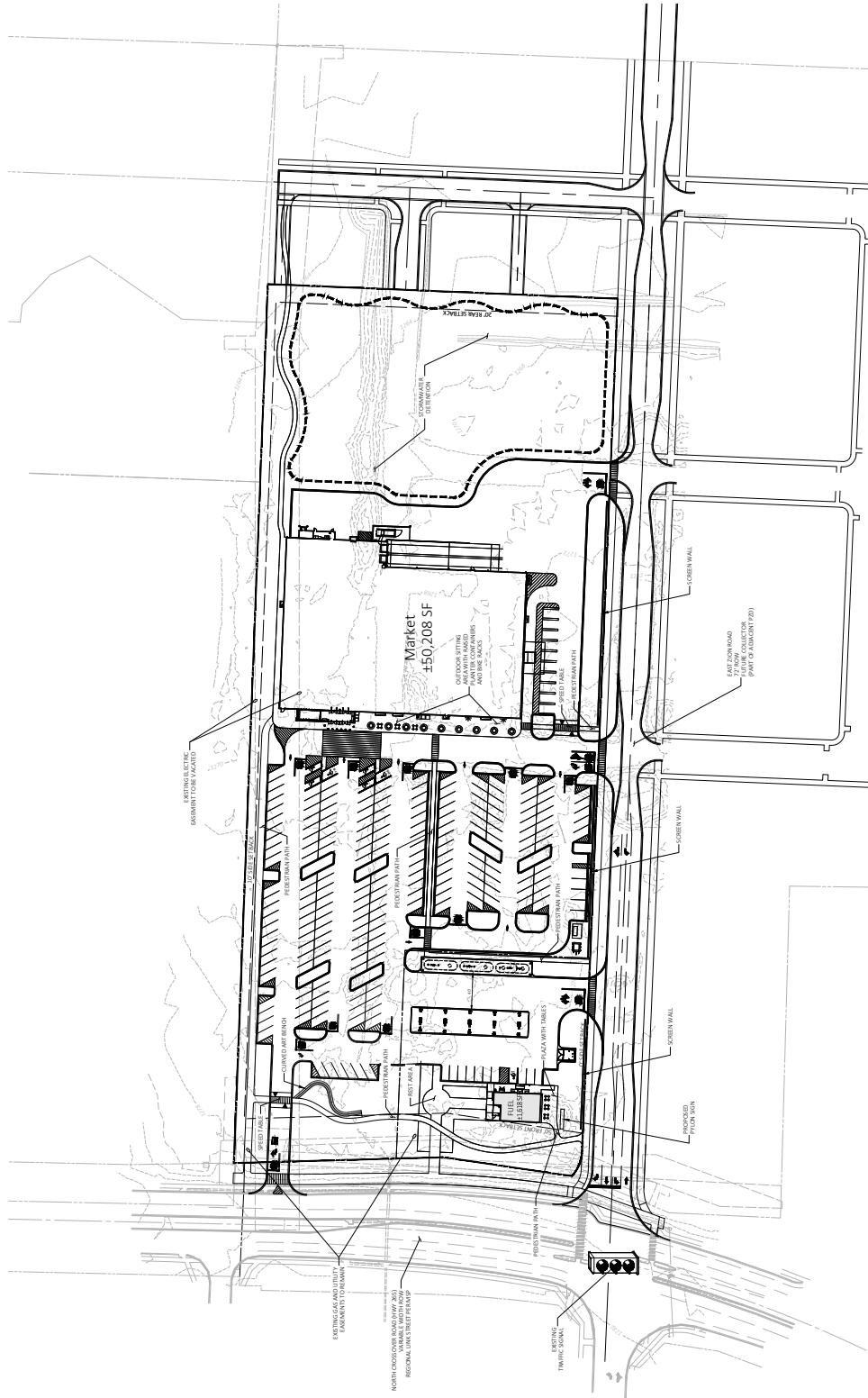
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PRELIMINARY
NOT FOR
CONSTRUCTION

DESIGNER	DESIGNER	DESIGNER	DESIGNER
PROJECT NUMBER	PROJECT NUMBER	PROJECT NUMBER	PROJECT NUMBER
DATE	DATE	DATE	DATE
REVISION	REVISION	REVISION	REVISION

Planning Areas Exhibit

THE MARKET AT CROSSOVER CITY OF FAYETTEVILLE, ARKANSAS



SITE AREA TABLE	
MARKET	±7.84 AC
FUEL STATION	±1.16 AC
TOTAL AREA	±9.00 AC

PARKING ANALYSIS TABLE	
MARKET BUILDING AREA	50,208 SF
PROPOSED PARKING	217 SPACES
PROPOSED PARKING RATIO	4.32 / 1,000 SF

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 05400002E, EFFECTIVE DATE 12/22/2025.



LEGEND

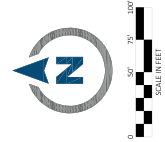
- REQUIRED TREE PER CITY LANDSCAPE CODE
- PREMIUM TREE ADDITIONAL TO CITY LANDSCAPE CODE
- CONNECTION TO RAZORBACK GREENWAY WITH RAISED PLANTER
- NORTH PLAZA WITH CURVED ART BENCH
- FUEL-MART OUTDOOR REST AREA WITH SPARK INLAY
- PLAZA WITH TABLES
- STORMWATER DETENTION AND PLANTED PERMEABLE REQUIREMENTS*
- STORMWATER DETENTION SHRUB BUFFER PER FAYETTEVILLE REQUIREMENTS*
- OUTDOOR SITTING AREA WITH RAISED PLANTER
- PROPOSED COMMERCIAL BUILDING
- CONNECTION TO PROPOSED SIDEWALK WITH MULTI-COLORED PANELS
- RADIAL BIKE "TREE" RACKS
- PLYON SIGN
- EV STATIONS
- *SEE FARMER AND STORMWATER DIRECTION POND: PLANTED PER FAYETTEVILLE AT LANDSCAPE CODE

FUTURE DEVELOPMENT AT CROSSOVER RD & ZION RD

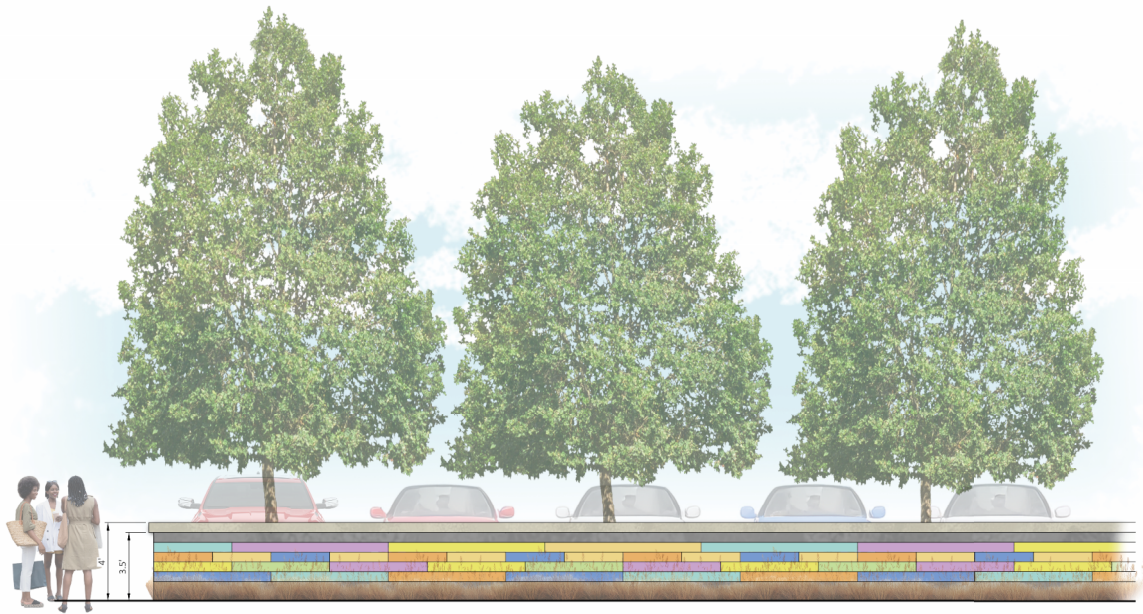
FAYETTEVILLE, AR

CROSSOVER RD & E ZION RD

DECEMBER 23, 2025



January 12, 2026



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.



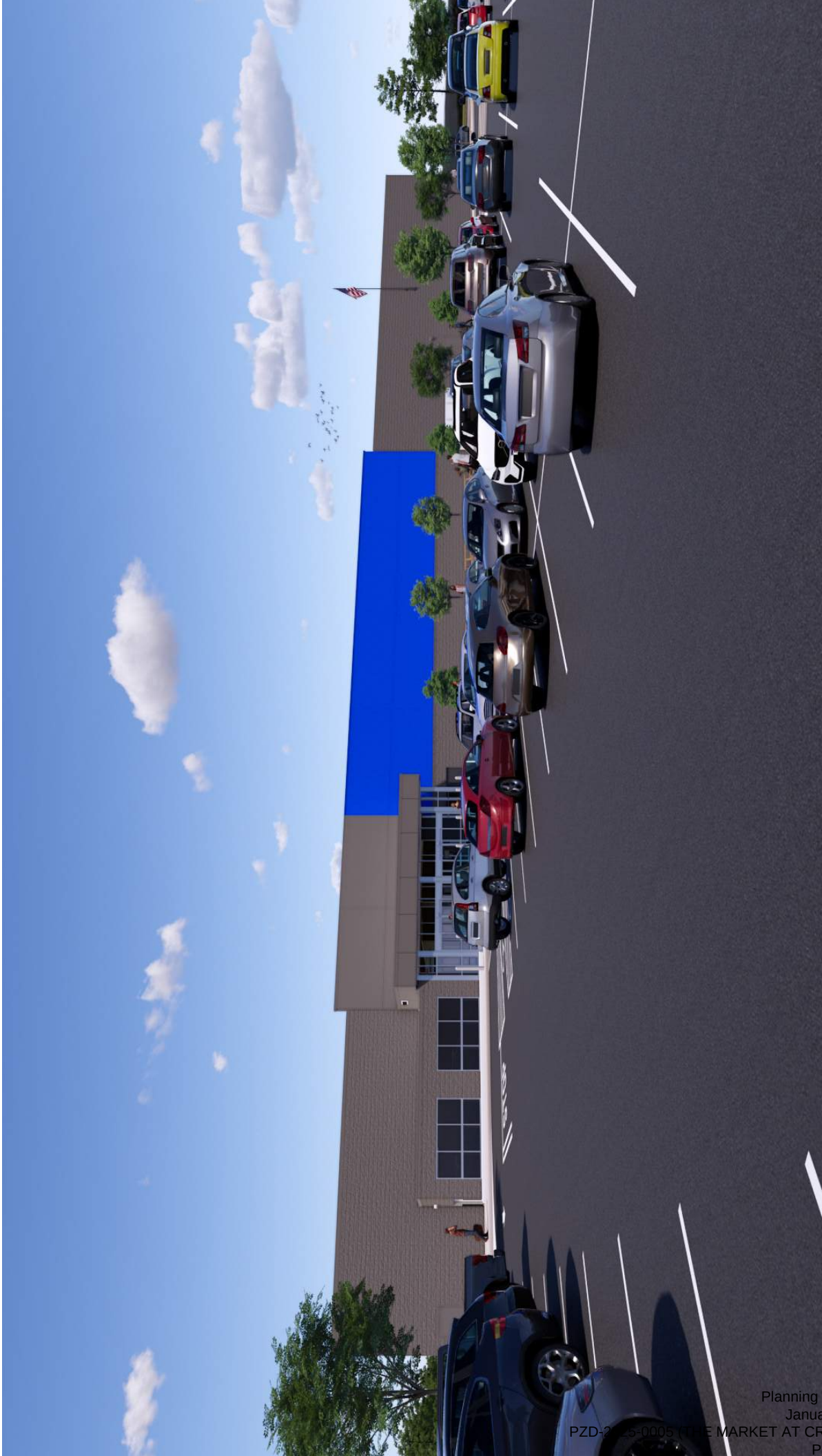
2

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.











CITY OF
FAYETTEVILLE
ARKANSAS

CITY COUNCIL MEMO

2026-261

MEETING OF FEBRUARY 17, 2026

TO: Mayor Rawn and City Council

THROUGH:

FROM: Council Member Dr. D'Andre Jones

SUBJECT: **Rename City Hall Annex to Lioneld Jordan Municipal Annex**

RECOMMENDATION:

Council Member Dr. D'Andre Jones is sponsoring a resolution to rename the City Hall Annex to the Lioneld Jordan Municipal Annex

BACKGROUND:

DISCUSSION:

BUDGET/STAFF IMPACT:

ATTACHMENTS: 3. Dr. Jones Agenda Request Packet - Lioneld Jordan Municipal Annex

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 #: 2026-261

A RESOLUTION TO RENAME THE CITY HALL ANNEX TO THE LIONELD JORDAN MUNICIPAL ANNEX

WHEREAS, Lioneld Jordan was a two-term councilman before he was elected Mayor in 2008; and

WHEREAS, Mayor Lioneld Jordan was the longest standing Mayor in the history of Fayetteville, elected as the 51st Mayor from January 1, 2009 to December 31, 2024; and

WHEREAS, during his term, Fayetteville was voted one of the best places in the country to live several years in a row; and

WHEREAS, as Mayor, he successfully secured millions in funding through a bond initiative to expand the Fayetteville Public Library, create a cultural arts corridor, build a new police station, and build a new fire station; and

WHEREAS, Mayor Jordan also created an African American Advisory Council and at its recommendation he supported a resolution to declare racism a public health crisis in Fayetteville which was the only city in the state to do so; and

WHEREAS, the City Hall Annex building located on Rock Street should be renamed the Lioneld Jordan Municipal Annex in honor of his service to the community.

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 renames the City Hall Annex to the Lioneld Jordan Municipal Annex.

AGENDA REQUEST FORM

FOR: Council Meeting of February 17, 2026

FROM: Council Member D'Andre Jones

ORDINANCE OR RESOLUTION TITLE AND SUBJECT:

A RESOLUTION TO RENAME THE CITY HALL ANNEX TO THE LIONELD JORDAN
MUNICIPAL ANNEX

APPROVED FOR AGENDA:

Approved by email

Dr. D'Andre Jones
City Council Member

2/4/26

Date

/s/ Blake Pennington

Blake Pennington
Sr. Asst. City Attorney
Approved as to form

2/4/26

Date

Acknowledged at agenda setting meeting

Mayor Molly Rawn
Acknowledgement

2/5/26

Date

RESOLUTION NO. _____

A RESOLUTION TO RENAME THE CITY HALL ANNEX TO THE LIONELD JORDAN MUNICIPAL ANNEX

WHEREAS, Lioneld Jordan was a two-term councilman before he was elected Mayor in 2008; and

WHEREAS, Mayor Lioneld Jordan was the longest standing Mayor in the history of Fayetteville, elected as the 51st Mayor from January 1, 2009 to December 31, 2024; and

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WHEREAS, the City Hall Annex building located on Rock Street should be renamed the Lioneld Jordan Municipal Annex in honor of his service to the community.

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 renames the City Hall Annex to the Lioneld Jordan Municipal Annex.



MEETING OF FEBRUARY 17, 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-2025-0074: Rezoning (1023 S. MORNINGSIDE DR & 691 E. MCCLINTON ST/CARROLL, 563) Submitted by WESLEY BATES for property located at 1023 S. MORNINGSIDE DR & 691 E. MCCLINTON ST in WARD 1. The property is zoned NC, NEIGHBORHOOD CONSERVATION and contains approximately 0.23 acres. The request is to rezone the property to UN, URBAN NEIGHBORHOOD.**

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 southeast Fayetteville approximately one-half mile east of Walker Park at the intersection of S. Morningside Dr. and E. McClinton St. Totalling 0.23 acres, the property is composed of two parcels, one of which is undeveloped. The parcel on 1023 S Morningside Dr has dwelling unit that was constructed in 1951 – but does not qualify for state or national registers — whereas the property on 691 E McClinton St remains undeveloped. The property is located within the Walker Park Master Plan area.

Request: The request is to rezone the subject property from NC, Neighborhood Conservation to UN, Urban Neighborhood.

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 area. The UN district functions as a transition area between medium-intensity residential neighborhoods and higher-intensity, mixed-use districts. While no maximum density is specified, staff finds that parking, drainage, tree preservation and other requirements will likely limit the development potential of the parcel. A rezoning to UN could support a broader range of housing types in an area experiencing increased demand for housing within proximity to services such as Walker Park, the Fayetteville Senior Center, Razorback Greenway, transit stops, churches, and other nonresidential amenities. While the NC and UN districts allow similar uses by-right or conditionally, UN permits a wider range of housing types with smaller lot size requirements. This flexibility encourages compatible infill development while maintaining neighborhood scale, as the UN district serves a transition between medium-intensity residential neighborhoods and higher-intensity, mixed-use districts.

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 UN zoning district allows a broader range of land uses in an urban context, which staff consider compatible with the surrounding area. The property has several attributes contributing to appropriate infill, indicating it is well-suited for development. It fronts S. Morningside Drive, a marked shared roadway with sidewalks that provide pedestrian connectivity to nearby neighborhoods and local amenities, including the Houndstooth Press, Ronda's Roadhouse, and several churches. Infill development at this location could advance Goals 1 and 3 by encouraging moderate growth in an established, walkable area with convenient access to nearby transit routes.

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

- Adequate Fire Response (Station 1, 303 W. Center St.)
- Near Sewer Main (8 in. gravity main along E McClinton St)
- Near Water Main (2 in. main along S Morningside Dr / 6 in. main along E McClinton St)
- Near City Park (Walker Park)
- Near Paved Trail (Walker Park's Waxflower – Wood Connector)
- Near ORT Bus Stop (College at Senior Center and Walker Park)
- Within Master Plan Area (Walker Park Master Plan)

DISCUSSION:

At the January 26, 2026 Planning Commission meeting, a vote of 5-0-0 forwarded the request to City Council with a recommendation of approval. There was no other discussion and 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



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2026-197

AN ORDINANCE TO REZONE THE PROPERTY DESCRIBED IN REZONING PETITION RZN 2025-74 FOR APPROXIMATELY 0.23 ACRES LOCATED AT 1023 SOUTH MORNINGSIDE DRIVE AND 691 EAST MCCLINTON STREET IN WARD 1 FROM NC, NEIGHBORHOOD CONSERVATION TO UN, URBAN NEIGHBORHOOD

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 UN, Urban Neighborhood.

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

2026-197

Item ID

2/17/2026

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

Jonathan Curth

1/27/2026

DEVELOPMENT REVIEW (630)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

RZN-2025-0074: Rezoning (1023 S. MORNINGSIDE DR & 691 E. MCCLINTON ST/CARROLL, 563) Submitted by WESLEY BATES for property located at 1023 S. MORNINGSIDE DR & 691 E. MCCLINTON ST in WARD 1. The property is zoned NC, NEIGHBORHOOD CONSERVATION and contains approximately 0.23 acres. The request is to rezone the property to UN, URBAN NEIGHBORHOOD.

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:

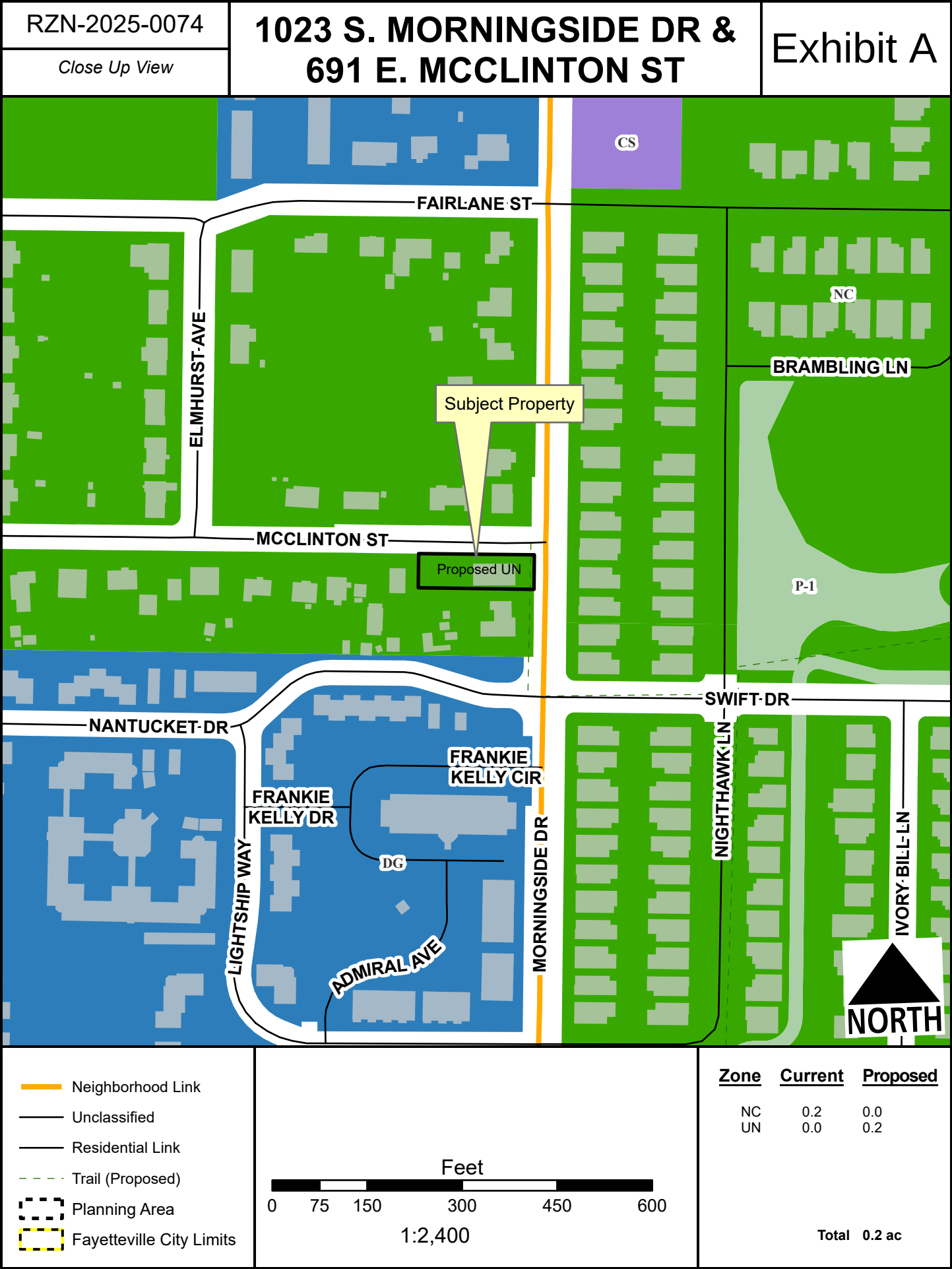


EXHIBIT B

A PART OF LOT 1, BLOCK 1 OF McCLINTON ADDITION TO THE CITY OF FAYETTEVILLE, ARKANSAS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS TO WIT: COMMENCING AT THE SE CORNER OF THE NE1/4 OF THE NW1/4 OF SECTION 22, T16N, R30W OF THE FIFTH PRINCIPAL MERIDIAN AND RUNNING THENCE N00°28'11"W 107.76FT AND S89°53'54"W 24.06' TO THE TRUE POINT OF BEGINNING AND RUNNING THENCE S89°43'09"W 98.36'; THENCE N00°16'51"W 49.32'; THENCE N89°53'54"E 98.36'; THENCE S00°16'51"E 49.01' TO THE POINT OF BEGINNING CONTAINING 4835.9SF/0.11 ACRES MORE OR LESS SUBJECT TO RIGHT OF WAY AND EASEMENTS OF RECORD OR NOT OF RECORD.

AND

Part of Lot 1, Block 1 of McClinton Addition to the City of Fayetteville, Arkansas and being more particularly described as follows to wit: Commencing at the SE Corner of the NE1/4 of the NW1/4 of Section 22, T16N, R30W of the Fifth Principal Meridian and running thence N00°28'11"W 107.76 feet; thence S89°53'54"W 24.06 feet; thence S89°43'09"W 97.86 feet to the True Point of Beginning and running thence S89°43'09"W 81.07 feet, thence N00°16'51"W 49.57 feet; thence N89°53'54"E 81.07 feet; thence S00°16'51"E 49.32 feet to the Point of Beginning containing 4008.69SF/0.09 Acres more or less, subject to right of way and easements of record or not of record.



TO: Fayetteville Planning Commission

THRU: Jessie Masters, Planning Director

FROM: Citlali Samano, Planner

MEETING DATE: January 26, 2026

SUBJECT: **RZN-2025-0074: Rezoning (1023 S. MORNINGSIDE DR & 691 E. MCCLINTON ST/CARROLL, 563)** Submitted by WESLEY BATES for property located at 1023 S. MORNINGSIDE DR & 691 E. MCCLINTON ST. The property is zoned NC, NEIGHBORHOOD CONSERVATION and contains approximately 0.23 acres. The request is to rezone the property to UN, URBAN NEIGHBORHOOD.

RECOMMENDATION:

Staff recommends forwarding **RZN-2025-0074** to City Council with a recommendation of approval.

RECOMMENDED MOTION:

*"I move to forward **RZN-2025-0074** to City Council with a recommendation of approval."*

BACKGROUND:

The subject property is in southeast Fayetteville approximately ½ miles east of Walker Park at the intersection of S. Morningside Dr. and E. McClinton St. The subject area contains 0.23 acres composed of two parcels, one of which is undeveloped. The parcel on 1023 S Morningside Dr has dwelling unit that was constructed in 1951, whereas the property on 691 E McClinton St has remained undeveloped. The property 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	Mixed-Density Residential	NC, Neighborhood Conservation
South	Single-Family Residential	NC, Neighborhood Conservation
East	Single-Family Residential	NC, Neighborhood Conservation
West	Single-Family Residential	NC, Neighborhood Conservation

Request: The request is to rezone the subject property from NC, Neighborhood Conservation to UN, Urban Neighborhood.

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. Morningside Dr. and E. McClinton St., both fully improved Neighborhood Link streets with asphalt paving, sidewalks, and curb & gutters. 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 6-inch water main along the south side of E. McClinton St. and an existing 2-inch water main along S. Morningside Dr.

Sewer: Sanitary sewer is available to the subject area. There is an existing 8-inch sewer main along E McClinton St. There are known wet weather sewer capacity issues identified in the City's 2025 Sewer Master Plan that appear in the system 365 feet west 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 not present on the property.

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, UN, Urban Neighborhood 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 in. gravity main along E McClinton St)
- Near Water Main (2 in. main along S Morningside Dr / 6 in. main along E McClinton St)
- Near City Park (Walker Park)
- Near Paved Trail (Walker Park's 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 south of the subject area. The UN district functions as a transition area between medium-intensity residential neighborhoods and higher-intensity, mixed-use districts. No maximum density is specified. The minimum lot width would be reduced from 40 feet to 12 feet, provided that at least 50% of the lot has buildable street frontage. That said, staff finds that parking, drainage, tree preservation and other requirements will likely limit the development potential of the parcel.

A rezoning to UN 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 the NC and UN districts allow similar uses, the UN district permits a wider range of housing types with smaller lot size requirements. This flexibility encourages compatible infill development while maintaining neighborhood scale, as the UN district serves as a transition between medium-intensity residential neighborhoods and higher-intensity, mixed-use districts.

Land Use Plan Analysis: Staff finds the proposed zoning to be consistent with the property's Future Land Use Map designation as a Residential Neighborhood Area. The UN zoning district would allow a broader range of land uses in an urban context, which staff considers compatible with the surrounding area. The property has a relatively high infill score of 7, with a weighted score of 8, indicating it is well-suited for infill development. It fronts S. Morningside Drive, a marked shared roadway with sidewalks that provide pedestrian connectivity to nearby neighborhoods and local amenities, including the Houndstooth Press, Ronda's Roadhouse, and several churches. Infill development at this location could advance Goals 1 and 3 by encouraging moderate growth in an established, walkable area with convenient access to nearby transit routes.

The subject property is also part of the Walker Park Neighborhood Plan. The request for UN zoning is appropriate in light of the Plan's vision for a variety of housing options. The Walker Park Plan recognizes the "predominately

single-family nature of the interior of the neighborhood.” A significant portion of primarily single-family zoned property exists roughly between E. Fairlane St. and E. McClain St. Allowing UN zoning provides greater housing flexibility, supporting the intent of both the Walker Park Plan and City Plan 2040 while serving as a compatible transitional zone within the neighborhood context.

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 UN. A rezoning to UN 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 UN is not likely to create or appreciable increase traffic danger and congestion since the subject property is relatively small. 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 UN has the potential to alter the population density when considering that UN 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 365 linear feet to the west 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.

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-2025-0074 be forwarded to City Council with a recommendation of approval.

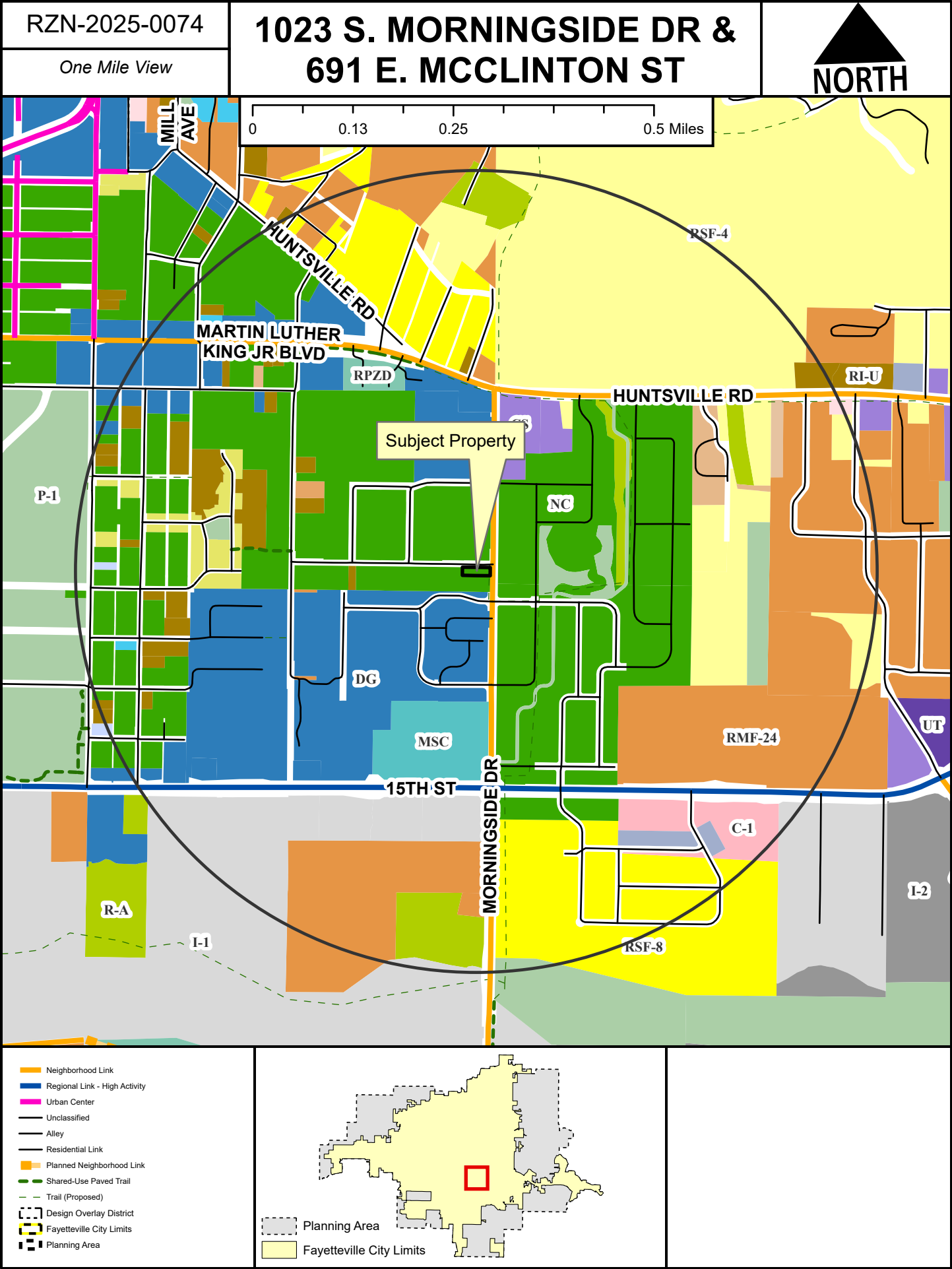
PLANNING COMMISSION ACTION: Required <u>YES</u>			
Date: <u>January 26, 2026</u>	☐ Tabled	☒ Forwarded	☐ Denied
Motion: Payne			
Second: Madden			
Vote: 5-0-0			

BUDGET/STAFF IMPACT:

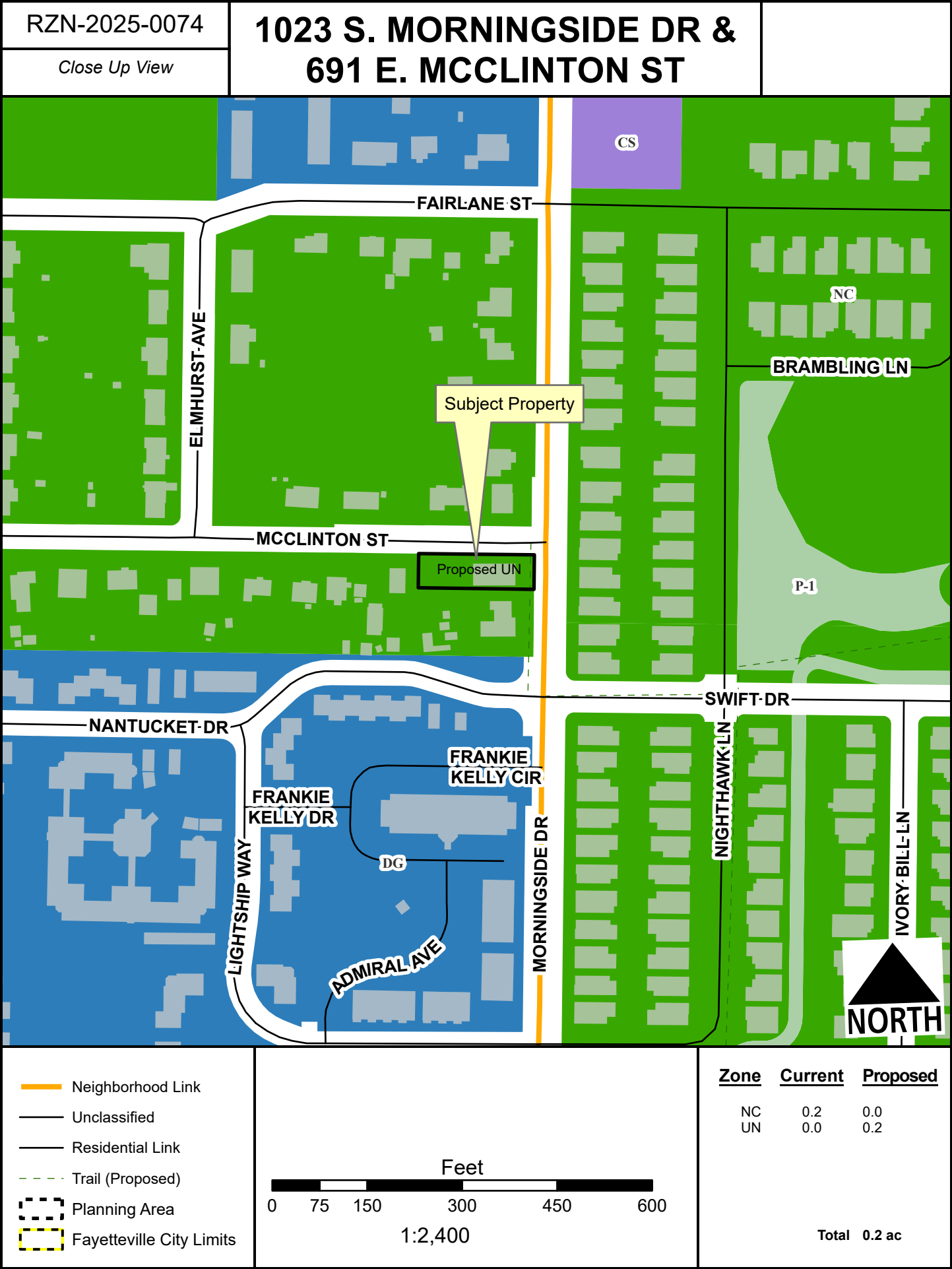
None

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
 - §161.37 District UN, Urban Neighborhood
- Staff Exhibits
 - Long-Range Planning Memo
- Applicant Exhibits
 - Request Letter



Planning Commission
January 26, 2026
RZN-2025-0074 (CARROLL)
Page 6 of 17



RZN-2025-0074

Current Land Use

1023 S. MORNINGSIDE DR & 691 E. MCCLINTON ST



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



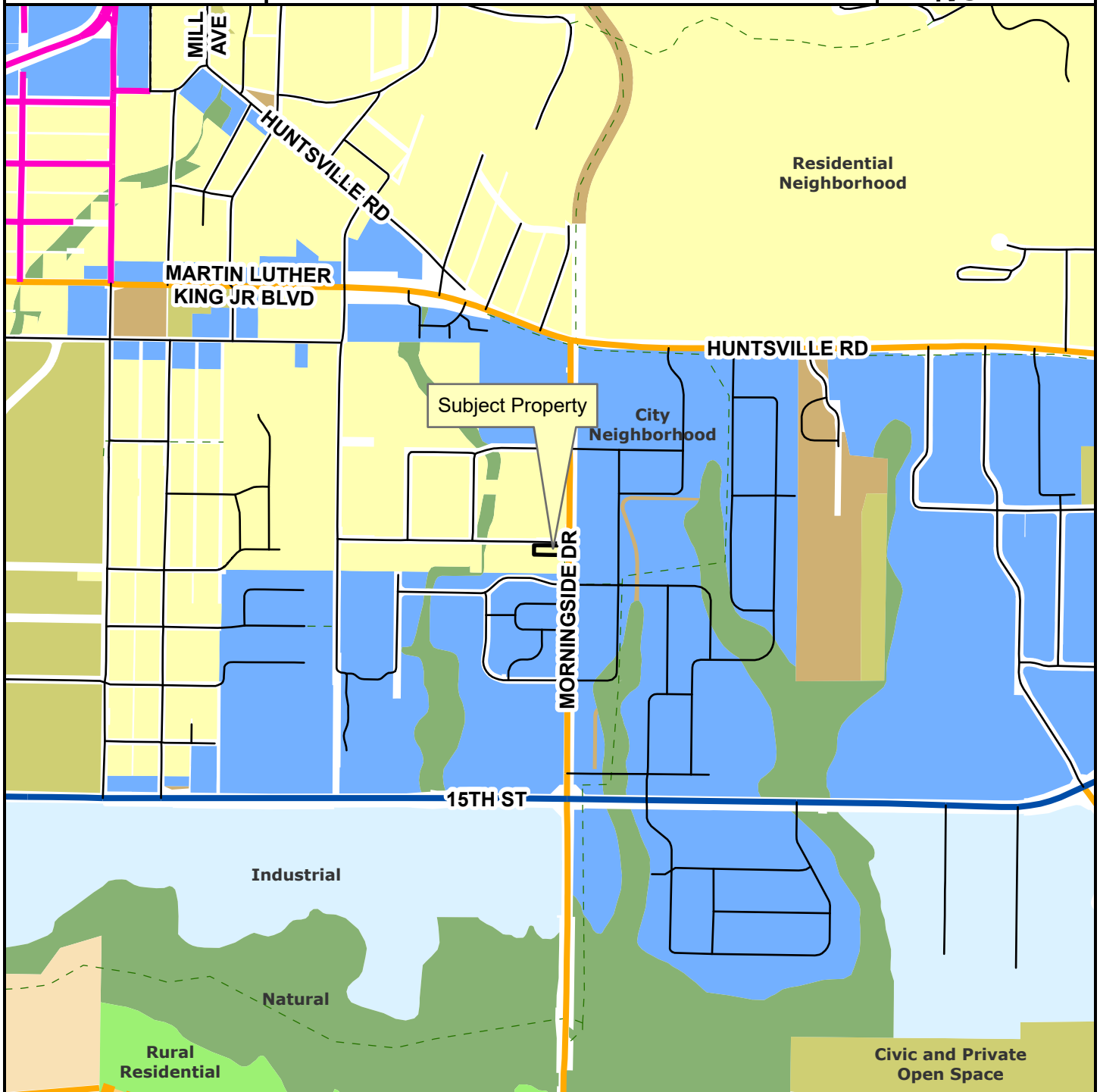
FEMA Flood Hazard Data

- 100-Year Floodplain
- Floodway

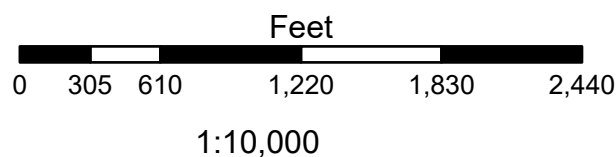
RZN-2025-0074

Future Land Use

1023 S. MORNINGSID DR & 691 E. MCCLINTON ST



- 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

161.37 - Urban Neighborhood

(A) *Purpose.* The Urban Neighborhood District is designed to serve as a mixed use area of medium intensity and provide a transition into residential neighborhoods from more intense, mixed-use districts. Urban Neighborhood promotes a walkable, pedestrian-oriented neighborhood development form with a variety of housing options and complementary neighborhood businesses that are compatible in scale and use with surrounding land uses. For the purpose of Chapter 96: Noise Control the Urban Neighborhood district is a residential zone.

(B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 4	Cultural and recreational facilities
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 10	Three (3) and four (4) family dwellings
Unit 12b	General business
Unit 13	Eating places
Unit 24	Home occupations
Unit 25	Offices, studios, and related services
Unit 26	Multi-family dwellings
Unit 40	Sidewalk cafes
Unit 41	Accessory dwelling units
Unit 44	Cluster housing development
Unit 46	Short-term rentals

Note: Any combination of above uses is permitted upon any lot within this zone. Conditional uses shall need approval when combined with pre-approved uses.

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 5	Government facilities
Unit 14	Hotel, motel and amusement services
Unit 15	Neighborhood shopping goods
Unit 36	Wireless communication facilities
Unit 45	Small scale production
Unit 48	Private dormitories

(C) *Density.* None.

(D) *Bulk and Area Regulations.*

(1) *Lot Width Minimum.*

All dwellings	12 feet
All other uses	None

(2) *Lot Area Minimum.* None.

(E) *Setback Regulations.*

Front	A build-to zone that is located between the front property line and a line 25 feet from the front property line.
Side	None
Rear	5 feet
Rear, from center line of an alley	12 feet

(F) *Building Height Regulations.*

Building Height Maximum	3 stories
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(G) *Minimum Buildable Street Frontage.* 50% of the lot width.

(Ord. No. [6830](#), §1(Exh. A), 1-7-25; Ord. No. [6879](#), §2, 5-20-25)

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)

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: Citlali Samano, Planner

FROM: Kylee Cole, Long Range & Preservation Planner

MEETING DATE: January 26, 2026

SUBJECT: Long Range Planning Comments Regarding RZN-2025-0074

BACKGROUND:

The applicant requests to rezone approximately 0.14 acres from NC, Neighborhood Conservation to UN, Urban Neighborhood. Three long range planning documents are relevant when evaluating this request: *City Plan 2040*, *Walker Park Neighborhood Plan*, and *Heritage and Historic Preservation Master 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

Heritage & Historic Preservation Plan (2023):

The City's *Heritage & Historic Preservation Plan* was initiated by City Plan 2040.

Heritage and Historic Preservation Master Plan Relevant Goals and Action Items

1.9	Plan Review	Include historic preservation staff in review of proposed major projects and zoning changes to determine impacts to historic resources.
1.10	Demolition Ordinance	Pass an ordinance to allow for the review of proposed demolitions for resources forty-five years or older. Staff to evaluate each property for significance. Work with property owner to discourage demolition. Reviews should be taken up by HDC as needed.
4.9	Community Engagement: Transparency	Publish information about historic preservation reviews and demolitions of historic properties to increase transparency.

DISCUSSION:

Zoning History:

Ordinance 1747 approved on June 29, 1970 enacted a new zoning map and set of districts and zoning requirements for the city. This map shows the subject property and surrounding neighborhood as being zoned into the medium-density “R-2” zoning district, which was subsequently translated to “RMF-24” with the adoption of the city’s Unified Development Code.

The subject property was again rezoned, this time to the current zoning designation of NC, Neighborhood Conservation, in 2008 following the *Walker Park Neighborhood Plan*.

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.” This land use designation also encourages the incorporation of low-intensity non-residential uses intended to serve the surrounding neighborhood, such as retail or offices.¹ The request aligns with this designation by increasing the variety of housing types permitted from just single-family to include two-, three-, four-, and multifamily housing. The UN district would also incorporate non-residential uses, however the intensity of some may extend beyond what was envisioned for this area. Specifically, UN permits General Business (Use Unit 12b) and Eating Places (Use Unit 13), which may increase traffic or noise. However, uses like a small office may not result in a significant impact to the neighborhood. The small lot area will likely be a limiting factor for any commercial or mixed-use development on the parcel.

Walker Park Neighborhood Plan:

The subject property is included in the Walker Park Neighborhood Plan, which outlines goals and a vision for the area. Including a balance of commercial uses and diverse housing types.

The *Walker Park Neighborhood Plan* acknowledges the “predominately single-family nature of the interior of the neighborhood.”² However, the subject property is located along a Neighborhood Link Street on a corner lot which may be appropriate for commercial uses.

It is also worth noting that the *intent* of the Urban Neighborhood district is to “serve as a mixed use area of medium intensity and *provide a transition* into residential neighborhoods from more intense, mixed-use districts.” The subject property is on the eastern periphery of the Walker Park Neighborhood and Residential Neighborhood Future Land Use area where the area transitions to a City Neighborhood to the east across Morningside and to the south. As such, this request aligns with the intent of the Urban Neighborhood district.

¹ City Plan 2040, 128.

² *Walker Park Neighborhood Plan*, 18.

Property History:



The subject property contains a single-family dwelling constructed ca. 1951, according to Washington County Tax Assessor records. The property does not appear eligible for the state or national registers, but further information will be forthcoming with the completion of the phase 1 citywide historic resource survey. Since rezoning requests often precede redevelopment plans, the property owner and/or applicant should consult with Long Range & Preservation Planner prior to demolition or alteration of historic-age structures to capture photo documentation. Documentation of historic resources is an effective way to mitigate against the loss of historic structures when regulatory tools are not available.

To: Fayetteville Planning Commission

From: Wes Bates

Re: Rezoning Request – 1023 S Morningside Dr and 691 E McClinton (NC → UN)

Date: 12/9/25

Dear Commissioners,

I am requesting a rezoning for the property located at 1023 S Morningside Drive and 691 E McClinton from Neighborhood Conservation (NC) to Urban Neighborhood (UN). While NC limits development to low-intensity residential uses, UN zoning more accurately reflects the existing conditions and the evolution of this corridor, and it allows for the type of compact, walkable development supported by the City Plan.

This portion of Morningside already includes a mix of residential and commercial uses, with DG (Downtown General) zoning located at both ends of the street and existing commercial activity at the intersection of Morningside and Huntsville Road. With a new traffic light being installed at that intersection, the area is becoming an increasingly important neighborhood node. The current NC zoning on this parcel does not align with how the corridor functions today or how it is planned to function in the near future.

The UN district provides an appropriate transition between the established commercial uses at Huntsville Road and the surrounding residential neighborhood. It allows for a modest range of housing types and small-scale mixed-use opportunities that support walkability and neighborhood-serving activity. A key benefit of the UN district is the ability to build narrower, traditional-style townhomes, which fit the historic development pattern and can contribute to more attainable housing options.

This rezoning would enable the property to support flexible, human-scaled development that complements both the nearby DG zoning and the existing commercial corner. It represents a logical and context-sensitive extension of the mixed-use framework already present along this corridor. Allowing UN zoning at this location will help create a more connected, walkable neighborhood while maintaining an appropriate scale.

Thank you for your consideration,

Wes Bates



MEETING OF FEBRUARY 17, 2026

TO: Mayor Rawn and City Council

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

FROM: Jessica Masters, Planning Director

SUBJECT: **RZN-2025-0071: Rezoning (416 S. WILLOW AVE/EBBRECHT, 524): Submitted by WESLEY BATES for property located at 416 S. WILLOW AVE. in WARD 1. The property is zoned NC, NEIGHBORHOOD CONSERVATION and contains approximately 1.80 acres. The request is to rezone the property to UN, URBAN NEIGHBORHOOD and 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 southeast Fayetteville at the intersection of S. Willow Avenue and E. 4th Street, approximately 460 feet south of E. Huntsville Road. The area in question is composed of 4 parcels that encompass approximately 1.8 acres that are zoned NC, Neighborhood Conservation and have been zoned this way since 2008. The property is currently developed with a 1380 sq. ft. single-family home that Washington County records indicate was built in 1965. The property is located within the Walker Park Master Plan area.

Request: The request is to rezone the subject property from NC, Neighborhood Conservation to UN, Urban Neighborhood. Staff and the Planning Commission recommend a modified request with RI-U, Residential Intermediate, Urban in place of UN for a portion of the property.

Public Comment: Staff received public comment in opposition to the request ahead of the meeting, citing concerns with a lack of consistency with the Walker Park master plan, and concerns about the amount of density that could be included with the request. Three members of the public spoke in opposition to the request at the January 26, 2026 Planning Commission meeting, though at least one was in favor of staff's recommended alternative.

Land Use Compatibility: Staff finds the request to rezone the property fully to UN would be incompatible with surrounding land uses and the intended role of the UN district. UN is meant to serve as a transitional zone—supporting medium-scale commercial and multi-family uses at corners or along corridors—not as a blanket designation for a nearly 2-acre interior site. Allowing full-scale restaurants, multi-family buildings, and office structures across the subject property risks introducing development out of scale with the neighborhood and location, and inconsistent with the Walker Park Master Plan. A more calibrated approach would better balance neighborhood character with community needs. Staff recommends rezoning only the portion of the site at E.

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov

4th Street to UN to introduce walkable amenities while keeping intensity focused at the edge. This smaller area could support compatible neighborhood services without overwhelming adjacent homes.

For the remainder of the property, staff supports rezoning to RI-U. RI-U would enable additional housing types at a scale harmonious with single-family areas, helping meet rising demand near key amenities, such as Walker Park. While NC and RI-U share some similar use allowances, RI-U's smaller lot size requirements make it better suited for context-sensitive infill that strengthens the neighborhood rather than disrupts it.

Land Use Plan Analysis: Staff finds the applicant's proposed zoning inconsistent with the Future Land Use Map's Residential Neighborhood Area designation at the scale requested. A combination of RI-U and a limited area of UN at the E. 4th Street frontage would better align with the site's context. RI-U supports a broader mix of urban housing types compatible with surrounding development, while a small UN node at the corner would encourage compact, connected, walkable amenities without overwhelming the neighborhood. The number of infill attributes associated with the property further supports this balanced approach.

The site lies within the Walker Park Neighborhood Plan, which emphasizes the "predominately single-family nature" of interior blocks. A full UN rezoning would introduce a scale out of step with that vision, particularly along S. Willow Avenue, where single-family zoning predominates. A scaled-back rezoning would still increase infill capacity and add community-serving uses, but in a way that respects neighborhood character and reinforces the plan's long-term goals.

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

- Adequate Fire Response (Station #1, 303 W. Center Street)
- Near Sewer Main (S. Willow Avenue)
- Near Water Main (S. Willow Avenue)
- Near City Park (Walker Park)
- Near Paved Trail (S. Willow Avenue Shared Roadway)
- Near ORT Bus Stop (Martin Luther King Jr. Blvd)
- Within Master Plan Area (Walker Park Master Plan)
- Sufficient Intersection Density (Greater than 140 intersections per square mile)

DISCUSSION:

At the January 26, 2026 Planning Commission meeting, a vote of 5-0-0 forwarded a request to rezone the property to City Council with a recommendation of approval. However, the request was modified from what the applicant originally requested, a full-site rezoning to UN, Urban Neighborhood, to a more scaled-back approach in line with staff's provided exhibit to split-zone the property from UN, Urban Neighborhood to RI-U, Residential Intermediate, Urban. Commissioners who were present at the meeting were unanimously in favor of the split approach. While some were open to the inclusion of more property along S. Willow within UN, they ultimately recommended in favor of rezoning the property in alignment with staff's recommendation. The applicant also verbally agreed to the request. Three members of the public spoke at the meeting, with concerns about the proposal to rezone the entire site to UN, arguing that it did not align with the Walker Park Neighborhood Plan.

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. 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 #: 2026-198

AN ORDINANCE TO REZONE THE PROPERTY DESCRIBED IN REZONING PETITION RZN 2025-71 FOR APPROXIMATELY 1.80 ACRES LOCATED AT 416 SOUTH WILLOW AVENUE IN WARD 1 FROM NC, NEIGHBORHOOD CONSERVATION TO UN, URBAN NEIGHBORHOOD AND 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 UN, Urban Neighborhood and 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

2026-198

Item ID

2/17/2026

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

Jonathan Curth

1/29/2026

DEVELOPMENT REVIEW (630)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

RZN-2025-0071: Rezoning (416 S. WILLOW AVE/EBBRECHT, 524): Submitted by WESLEY BATES for property located at 416 S. WILLOW AVE. in WARD 1. The property is zoned NC, NEIGHBORHOOD CONSERVATION and contains approximately 1.80 acres. The request is to rezone the property to UN, URBAN NEIGHBORHOOD and 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:

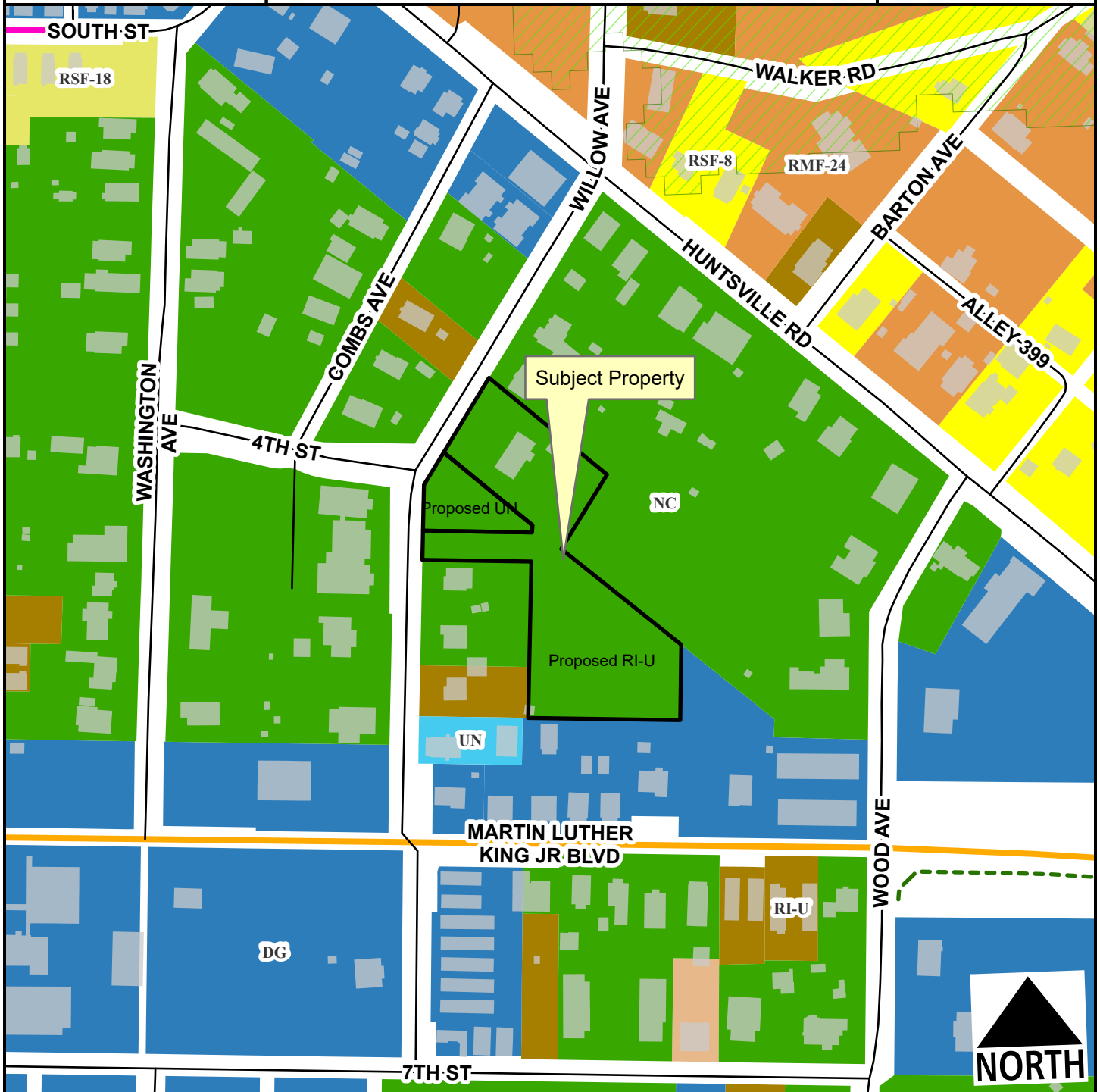
Comments:

RZN-2025-0071

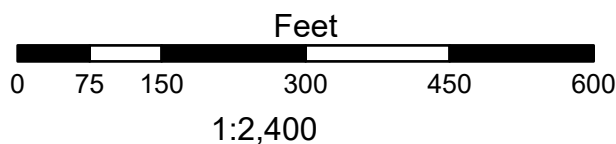
416 S. WILLOW AVE

EXHIBIT A

Close Up View



- Neighborhood Link
- Urban Center
- Unclassified
- Alley
- Residential Link
- Hillside-Hilltop Overlay District
- Design Overlay District
- Planning Area
- Fayetteville City Limits



Zone	Current	Proposed
NC	1.8	0.0
RI-U	0.0	1.6
UN	0.0	0.2

Total 1.8 ac

EXHIBIT B

Rezoning to UN, Urban Neighborhood

A part of the SW1/4 of the SW1/4 of Section 15 in Township 16, North Range 30 West, described as follows: Beginning at the point which is 473.5 feet West and 738.8 North of the South-east corner of said forty acre tract, and running thence West 150 feet; thence North 72 feet; thence North 39 degrees East 43 feet; thence South 52 degrees East and 11 minutes East 157 feet; thence South 13 feet to the point of beginning.

Rezoning to RI-U, Residential Intermediate, Urban

Lot No. Seven (7) and Lot No. Eight (8) in the J.O. Mayes Addition to the City of Fayetteville, Arkansas, as the same is designated upon the plat of said addition now on file in the office of the Clerk of the Circuit Court and Ex-Officio for Washington County, Arkansas.

A part of the Southwest quarter of the Southwest quarter of Section 15 in Township 16 North of Range 30 West, described as beginning at a point which is 473.5 feet West and 484.8 feet North of the South East corner of said forty acre tract, and running, thence North 268 feet, thence South 52 degrees and 11 inches East 264 feet, thence South 105 feet to a point due East of the beginning point; and thence West 209 feet to the point of beginning. Also a strip of 39 feet to be used for roadway purposes running from Willow Avenue to a tract of land above described, and being more particularly described as beginning at a point which is 473.5 feet West and 699.8 feet North of the South East corner of said forty acre tract, and running, thence West 150 feet to the East line of Willow Avenue; thence North along the East line of the said Street 39 feet, thence East 150 feet; thence South 39 feet to the place of beginning, the lands above described being in the City of Fayetteville, Arkansas.



TO: Fayetteville Planning Commission

FROM: Jessie Masters, Planning Director

MEETING DATE: January 26, 2026 **Updated with results**

SUBJECT: **RZN-2025-0071: Rezoning (416 S. WILLOW AVE/EBBRECHT, 524):**
Submitted by WESLEY BATES for property located at 416 S. WILLOW AVE. The property is zoned NC, NEIGHBORHOOD CONSERVATION and contains approximately 1.80 acres. The request is to rezone the property to UN, URBAN NEIGHBORHOOD.

RECOMMENDATION:
Staff recommends denial of **RZN-2025-0071**.

RECOMMENDED MOTION:
*"I move to forward **RZN-2025-0071** to City Council with a recommendation of approval."*

BACKGROUND:

The subject property is in southeast Fayetteville at the intersection of S. Willow Avenue and E. 4th Street, approximately 460 feet south of E. Huntsville Road. The area in question is composed of 4 parcels that encompass approximately 1.8 acres that are zoned NC, Neighborhood Conservation and have been zoned this way since 2008. The property is currently developed with a 1380 sq. ft. single-family home that Washington County records indicate was built in 1965. The property 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	NC, Neighborhood Conservation
South	Single-Family Residential	NC, Neighborhood Conservation
East	Single-Family Residential	NC, Neighborhood Conservation
West	Combs Street Church of Christ	NC, Neighborhood Conservation

Request: The request is to rezone the subject property from NC, Neighborhood Conservation to UN, Urban Neighborhood.

Public Comment: Staff has received one public comment in opposition to the request, citing concerns with a lack of consistency with the Walker Park master plan, and concerns about the amount of density that could be included with the request.

INFRASTRUCTURE AND ENVIRONMENTAL REVIEW:

Streets: The subject area has street frontage along S. Willow Avenue. South Willow Avenue is a partially improved Residential Link Street with asphalt paving and curb

and 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. An existing 2-inch water main is present along S. Willow Avenue.

Sewer: Sanitary sewer is available to the subject area. An existing 6-inch sewer main is present along S. Willow Avenue. There are known wet weather sewer capacity issues identified in the City's 2025 Sewer Master Plan that appear in the system 580 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. No Hydric soils are present on the property. Any additional improvements or requirements for drainage will be determined at time of development.

Fire: Fire apparatus access and fire protection water supplies will be reviewed for compliance with the Arkansas Fire Prevention Code at the time of development. Station 1, located at 303 W. Center St., protects this site. The property is located approximately 0.8 miles from the fire station with an anticipated drive time of approximately 3 minutes using existing streets. The anticipated response time would be approximately 5.2 minutes. Fire Department response time is calculated based on the drive time plus 1 minute for dispatch and 1.2 minutes for turn-out time. Within the City Limits, the Fayetteville Fire Department has a response time goal of 6 minutes for an engine and 8 minutes for a ladder truck.

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

Tree Preservation:

The proposed zoning district, UN, Urban Neighborhood 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 ranging score of **7-8** for this site with a weighted score of **10.5**. The following elements of the matrix contribute to the score:

- Adequate Fire Response (Station #1, 303 W. Center Street)
- Near Sewer Main (S. Willow Avenue)
- Near Water Main (S. Willow Avenue)

- Near City Park (Walker Park)
- Near Paved Trail (S. Willow Avenue Shared Roadway)
- Near ORT Bus Stop (Martin Luther King Jr. Blvd)
- Within Master Plan Area (Walker Park Master Plan)
- Sufficient Intersection Density (Greater than 140 intersections per square mile)

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 request incompatible with surrounding land uses and the intended role of the UN district. UN is meant to serve as a transitional zone—supporting medium-scale commercial and multi-family uses at corners or along minor corridors—not as a blanket designation for a nearly 2-acre interior site. Allowing full-scale restaurants, multi-family buildings, and office structures across the entire property risks introducing development out of scale with the neighborhood and inconsistent with the Walker Park Master Plan.

A more calibrated approach would better balance neighborhood character with community needs. Staff recommends rezoning only the portion of the site at E. 4th Street to UN to introduce walkable amenities while keeping intensity focused at the edge. This smaller area could support compatible neighborhood-serving uses without overwhelming adjacent homes.

For the remainder of the property, staff supports rezoning to RI-U. RI-U would enable additional housing types at a scale harmonious with single-family areas, helping meet rising demand near key amenities, such as Walker Park. While NC and RI-U share similar use allowances, RI-U's smaller lot size requirements make it better suited for context-sensitive infill that strengthens the neighborhood rather than disrupts it.

Land Use Plan Analysis: Staff finds the applicant's proposed zoning inconsistent with the Future Land Use Map's Residential Neighborhood Area designation at the scale requested. A combination of RI-U and a limited area of UN at the E. 4th Street frontage would better align with the site's context. RI-U supports a broader mix of urban housing types compatible with surrounding development, while a small UN node at the corner would encourage compact, connected, walkable amenities without overwhelming the neighborhood. The property's infill score (8; weighted 10.5) further supports this more balanced approach.

The site lies within the Walker Park Neighborhood Plan, which emphasizes the "predominately single-family nature" of interior blocks. A full UN rezoning would introduce a scale out of step with that vision, particularly along S. Willow Avenue, where single-family zoning predominates. A scaled-back rezoning would still increase infill capacity and add community-serving uses, but in a way that respects neighborhood character and reinforces the plan's long-term goals.

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 a portion of the property to UN, but does not find a rezoning for the whole site to be justified. Rezoning the entire 2-acre property to UN could have negative consequences for scale and compatibility for the surrounding community.

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 UN, or RI-U is not likely to appreciably increase traffic danger or congesting, given the other limiting factors to development on this property, including drainage criteria, tree preservation, and parking. That said, 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 UN (or RI-U) has the potential to alter the population density when considering that neither district has a 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 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. 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 denial of RZN-2025-0071 as the applicant has requested. Should the item be forwarded, staff would recommend in favor of a more nuanced approach as shown in the attached exhibit.

PLANNING COMMISSION ACTION: Required <u>YES</u>			
Date: <u>January 26, 2026</u>	☐ Tabled	☒ Forwarded	☐ Denied
Motion: Brink	with a recommendation of approval, in line with staff's exhibit.		
Second: McGetrick			
Vote: 5-0-0			

BUDGET/STAFF IMPACT:

None

ATTACHMENTS:

- Project Maps
 - One Mile Map
 - Close-Up Map
 - Current Land Use Map
 - Future Land Use Map
- Unified Development Code
 - §161.37 Urban Neighborhood
 - §161.12 District RI-U, Residential Intermediate – Urban
 - §161.29 District NC, Neighborhood Conservation
- Staff Exhibit
- Long-Range Planning Memo
- Request Letter
- Public Comment **Updated Jan. 26, 2026**

161.37 Urban Neighborhood

(A) *Purpose.* The Urban Neighborhood District is designed to serve as a mixed use area of medium intensity and provide a transition into residential neighborhoods from more intense, mixed-use districts. Urban Neighborhood promotes a walkable, pedestrian-oriented neighborhood development form with a variety of housing options and complementary neighborhood businesses that are compatible in scale and use with surrounding land uses. For the purpose of Chapter 96: Noise Control the Urban Neighborhood district is a residential zone.

(B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 4	Cultural and recreational facilities
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 10	Three (3) and four (4) family dwellings
Unit 12b	General business
Unit 13	Eating places
Unit 24	Home occupations
Unit 25	Offices, studios, and related services
Unit 26	Multi-family dwellings
Unit 40	Sidewalk cafes

Unit 41	Accessory dwelling units
Unit 44	Cluster housing development
Unit 46	Short-term rentals

Note: Any combination of above uses is permitted upon any lot within this zone. Conditional uses shall need approval when combined with pre-approved uses.

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 5	Government facilities
Unit 14	Hotel, motel and amusement services
Unit 15	Neighborhood shopping goods
Unit 36	Wireless communication facilities
Unit 45	Small scale production
Unit 48	Private dormitories

(C) *Density.* None.

(D) *Bulk and Area Regulations.*

(1) *Lot Width Minimum.*

All dwellings	12 feet
All other uses	None

(2) *Lot Area Minimum.* None.

(E) *Setback Regulations.*

Front	A build-to zone that is located between the front property line and a line 25 feet from the front property line.
Side	None
Rear	5 feet
Rear, from center line of an alley	12 feet

(F) *Building Height Regulations.*

Building Height Maximum	3 stories
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(G) *Minimum Buildable Street Frontage.* 50% of the lot width.

(Ord. No. 6830, §1(Exh. A), 1-7-25; Ord. No. 6879, §2, 5-20-25)

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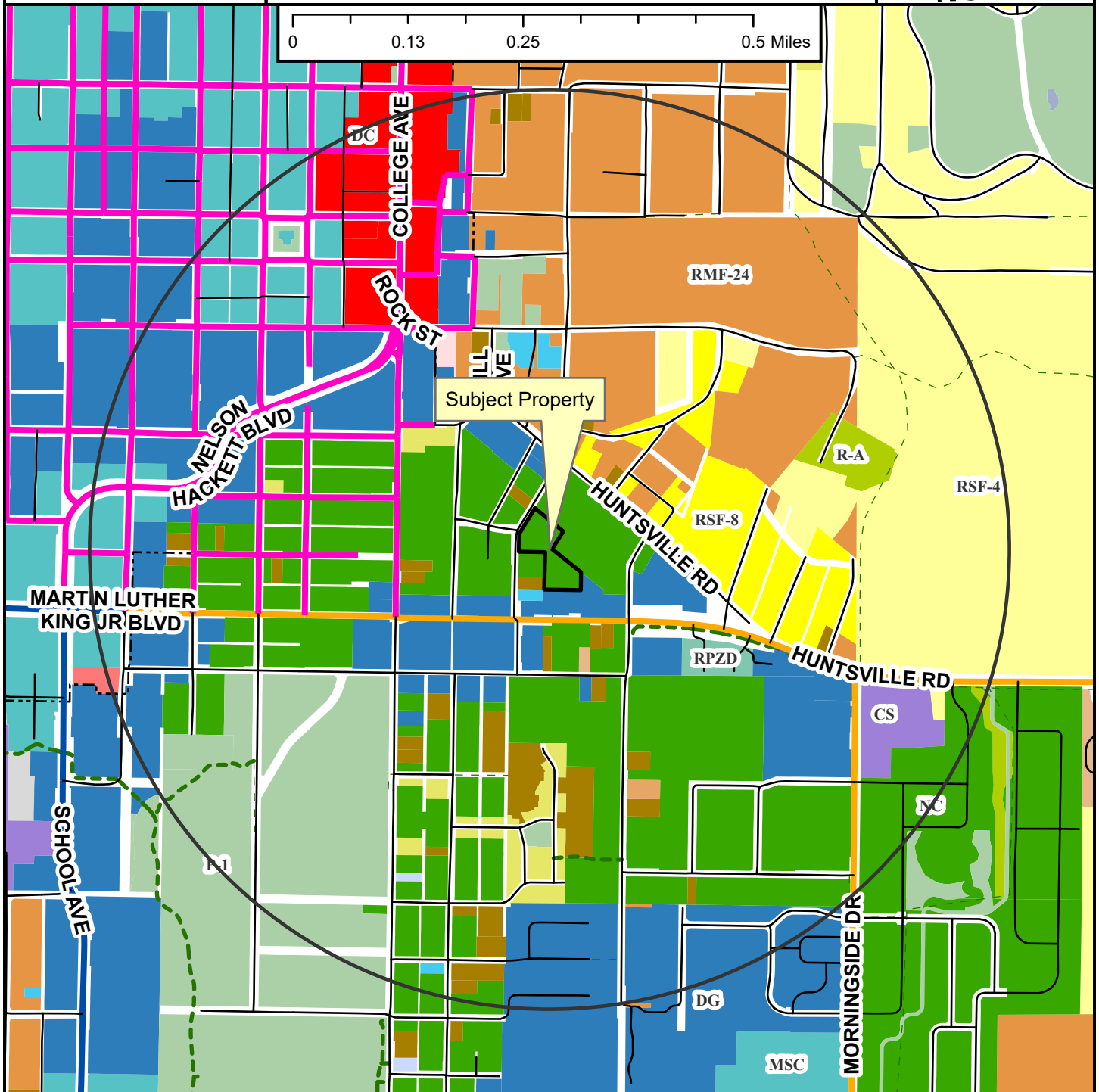
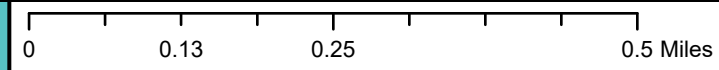
(Ord. No. 5128, 4-15-08; Ord. No. 5312, 4-20-10; Ord. No. 5462, 12-6-11; Ord. No. 5592, 6-18-13; Ord. No. 5664, 2-18-14; Ord. No. 5800, §1(Exh. A), 10-6-15>; Ord. No. 5921, §1, 11-1-16; Ord. No. 5945, §§5, 7—9, 1-17-17; Ord. No. 6015, §1(Exh. A), 11-21-17; Ord. No. 6211, §1, 8-6-19; Ord. No. 6427, §§1(Exh.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

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.

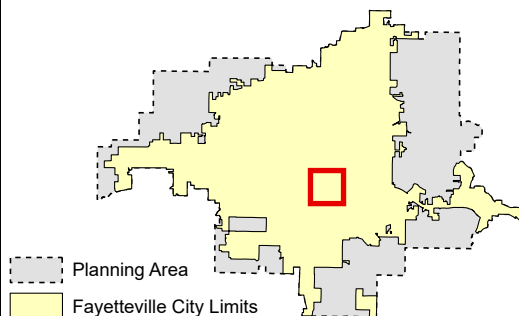
RZN-2025-0071

416 S. WILLOW AVE

One Mile View



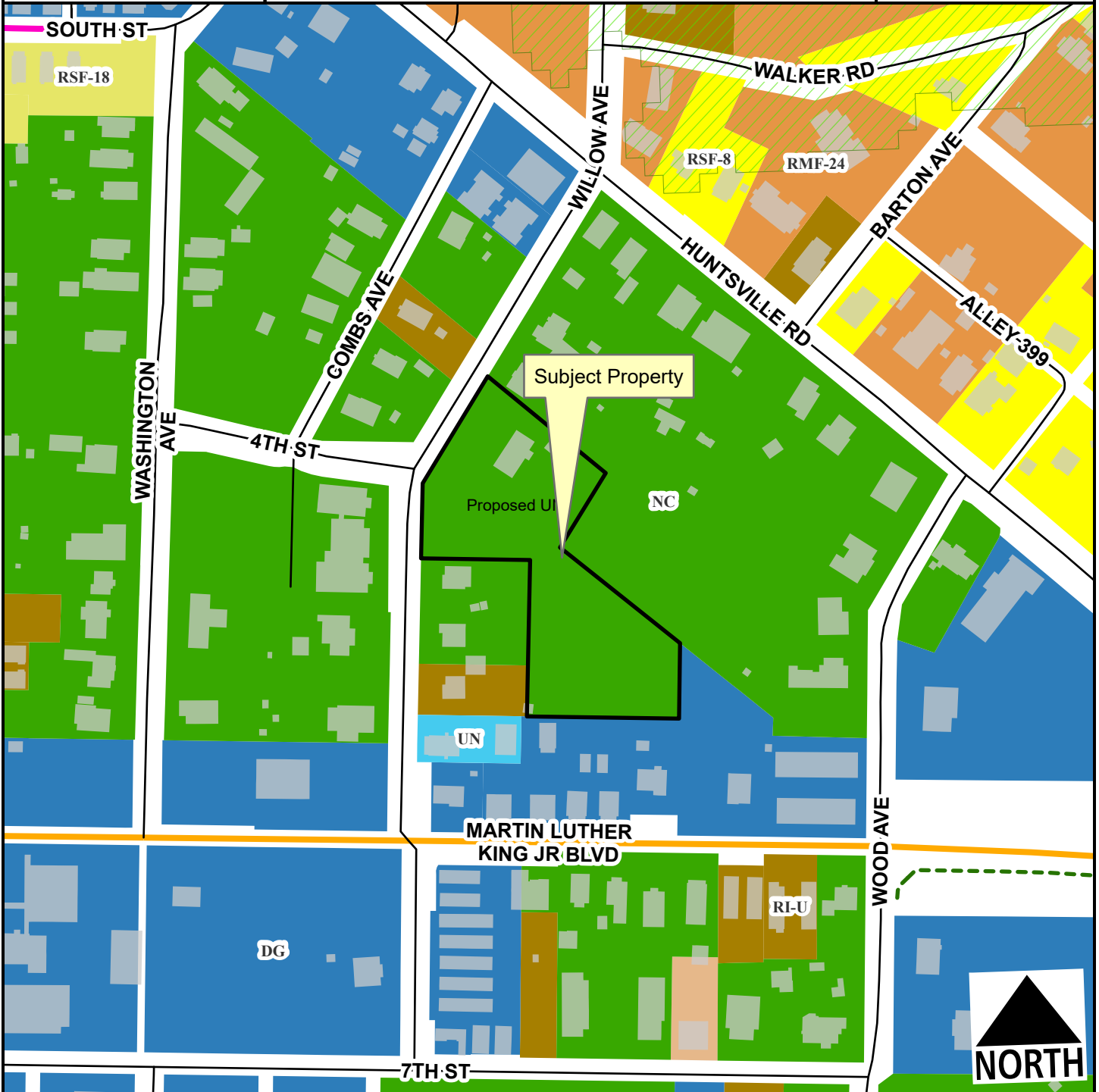
- Neighborhood Link
- Regional Link - High Activity
- Urban Center
- Unclassified
- Alley
- Residential Link
- Shared-Use Paved Trail
- Trail (Proposed)
- Design Overlay District
- Fayetteville City Limits
- Planning Area



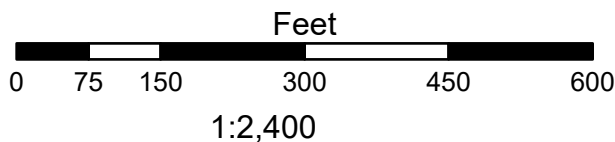
RZN-2025-0071

416 S. WILLOW AVE

Close Up View



- Neighborhood Link
- Urban Center
- Unclassified
- Alley
- Residential Link
- Hillside-Hilltop Overlay District
- Design Overlay District
- Planning Area
- Fayetteville City Limits



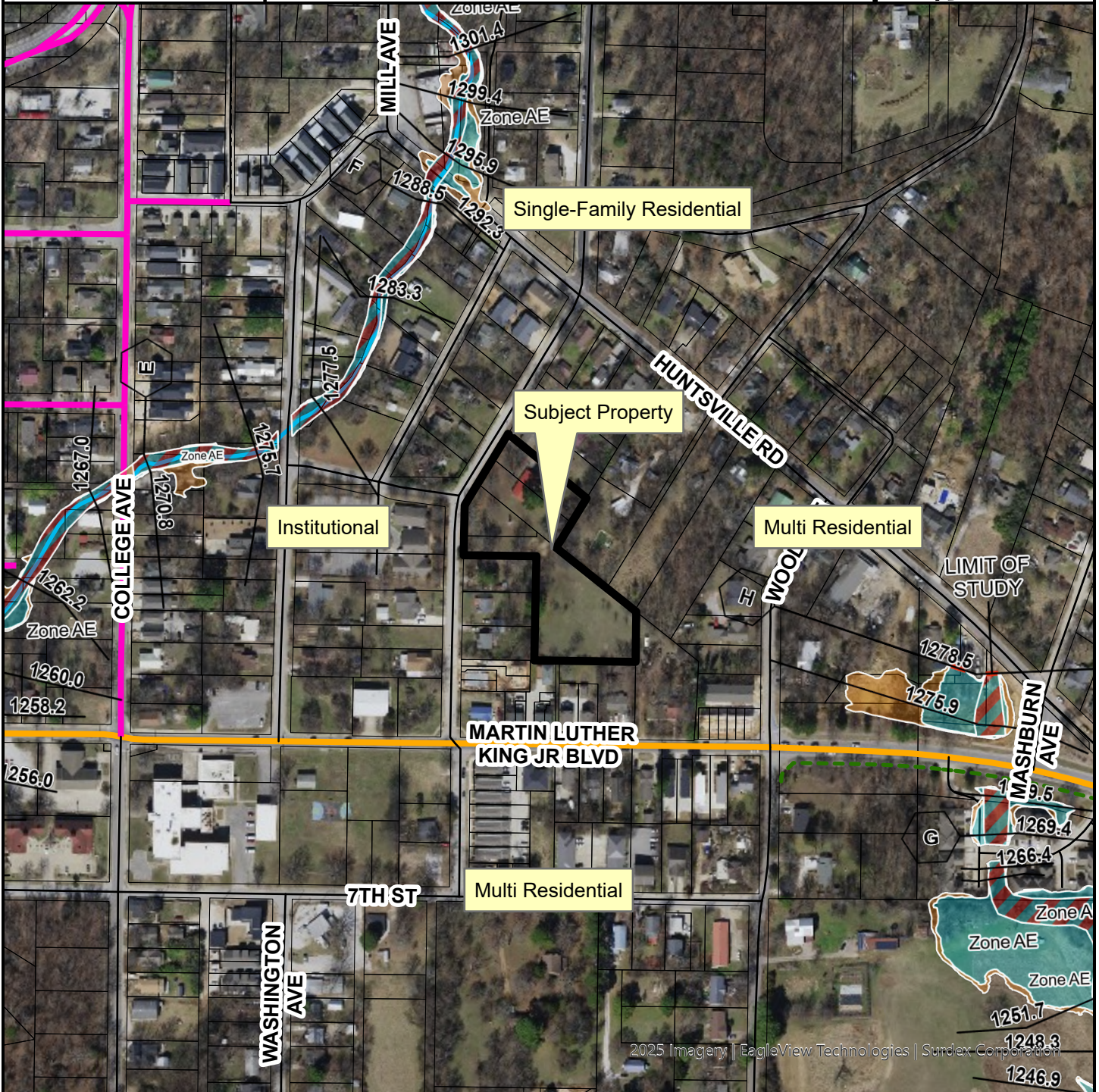
Zone	Current	Proposed
NC	1.8	0.0
UN	0.0	1.8

Total 1.8 ac

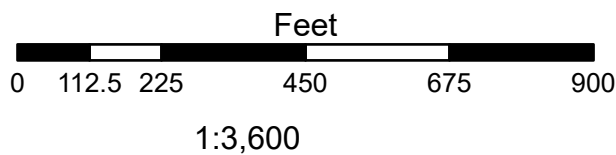
RZN-2025-0071

416 S. WILLOW AVE

Current Land Use



- Neighborhood Link
- Urban Center
- Unclassified
- Alley
- Residential Link
- Planning Area
- Fayetteville City Limits
- Design Overlay District



FEMA Flood Hazard Data

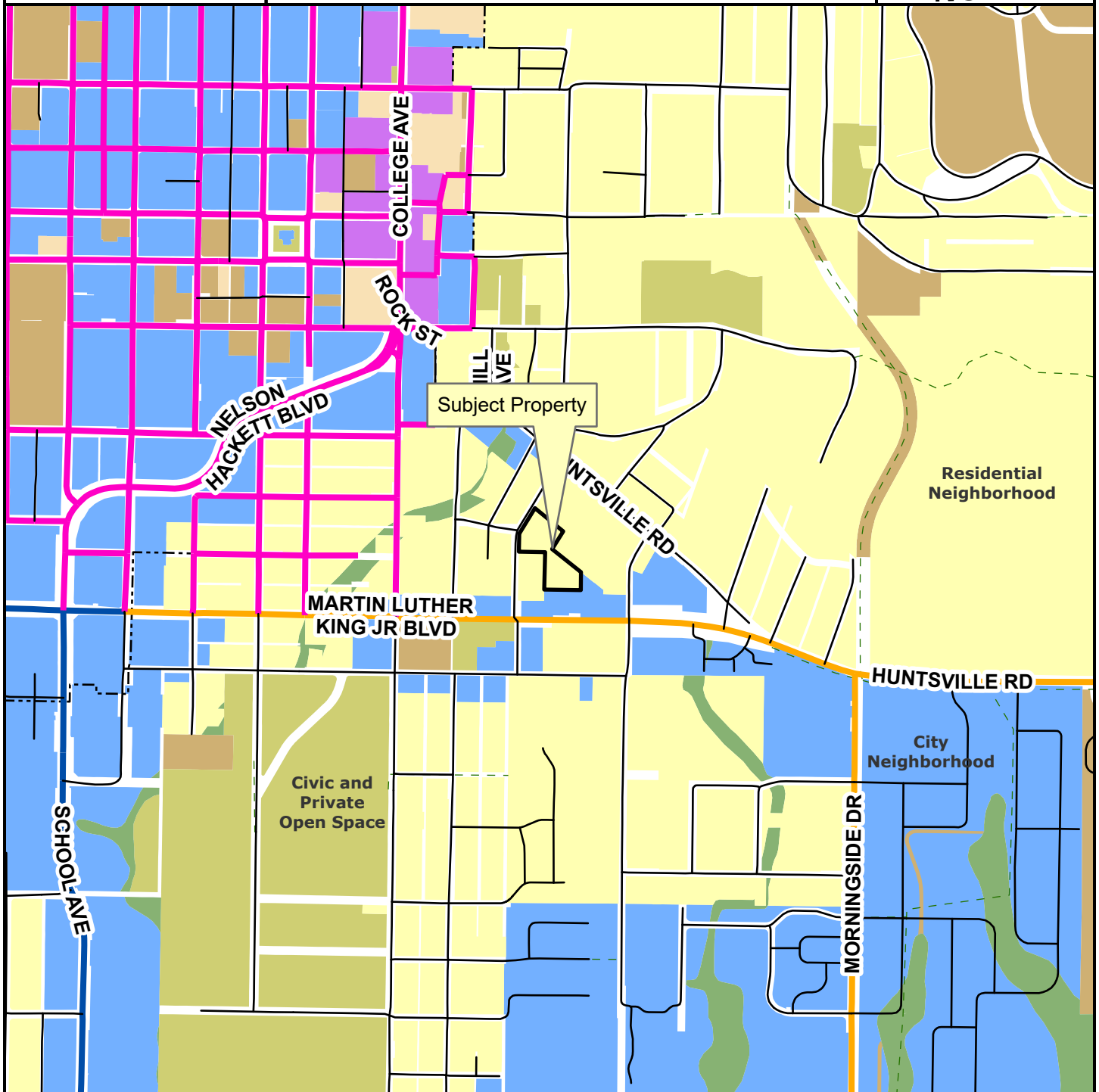
- 100-Year Floodplain
- Floodway

RZN-2025-0071

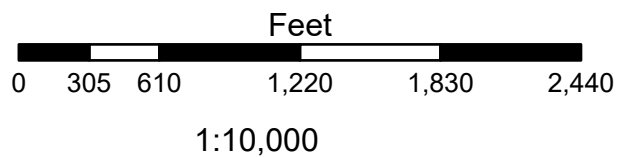
416 S. WILLOW AVE



Future Land Use

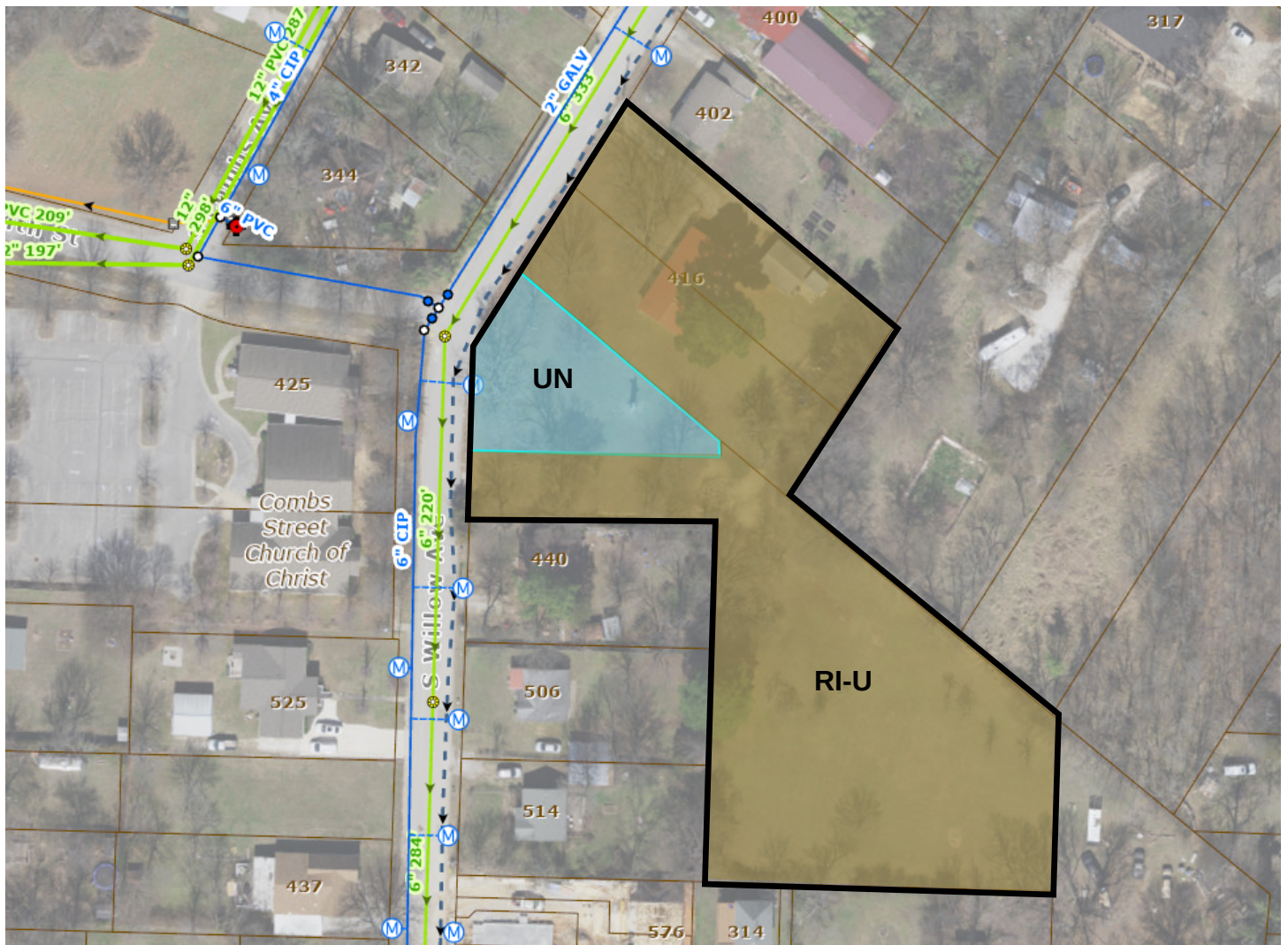


- Neighborhood Link
- Regional Link - High Activity
- Urban Center
- Unclassified
- Alley
- Residential Link
- Planning Area
- Fayetteville City Limits
- Trail (Proposed)
- Design Overlay District



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

STAFF'S RECOMMENDATION





TO: Jessica Masters, Planning Director

FROM: Kylee Cole, Long Range & Preservation Planner

MEETING DATE: January 26, 2026

SUBJECT: Long Range Planning Comments Regarding RZN-2025-0071

BACKGROUND:

The applicant requests to rezone approximately 1.10 acres from NC, Neighborhood Conservation to UN, Urban Neighborhood. Five long range planning documents are relevant when evaluating this request: *City Plan 2040*, *Walker Park Neighborhood Plan*, the *Heritage & Historic Preservation Plan*, the *Historic Black Community of Southeast Fayetteville Historic Context Statement*, and the draft of *Phase 1 Fayetteville Citywide Historic Resources Survey*.¹

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

Heritage & Historic Preservation Plan (2023):

The City's *Heritage & Historic Preservation Plan* was initiated by City Plan 2040.

Heritage and Historic Preservation Master Plan Relevant Goals and Action Items

1.9	Plan Review	Include historic preservation staff in review of proposed major projects and zoning changes to determine impacts to historic resources.
1.10	Demolition Ordinance	Pass an ordinance to allow for the review of proposed demolitions for resources forty-five years or older. Staff to evaluate each property for significance. Work with property owner to discourage demolition. Reviews should be taken up by HDC as needed.

¹ Forthcoming in Spring 2026.

4.9	Community Engagement: Transparency	Publish information about historic preservation reviews and demolitions of historic properties to increase transparency.
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Historic Black Community of Southeast Fayetteville Historic Context Statement (2025):

The subject property is within an area settled by Black families in the mid-20th century. The presence of Spout Spring Branch, or “the Branch,” made the area prone to flooding, and the steep terrain made building difficult. Since the lots weren’t ideal for building, they were more affordable to Black families who were largely limited to low wage employment in Fayetteville.

The terrain also impacted where and how residents constructed their homes, and the relatively flat Willow Avenue became the community’s main street. Many homes were constructed close to the street with sloping back yards, and maps showed that land was divided into “irregularly shaped lots of varying sizes” (p. 28). The community was inherently mixed use, as residences, churches, schools, and small businesses dotted the landscape. Three properties were listed in The Green Book, one of which is still standing.²

During the 20th century, some Black families lived among white neighbors on or below East Huntsville Road, in an area referred to as “the Valley” (where the subject property is located). This area was less populated in the early 20th century, with homes clustered along E. Huntsville Road, Combs Avenue, and S. Willow Avenue. By the mid- to- late 20th century, the Valley would be more extensively developed by Black families as some relocated to be closer to the Jefferson School (S. College and MLK).

Phase 1 Fayetteville Citywide Historic Resources Survey (forthcoming Spring 2026):

The subject property was included in the phase 1 windshield survey of historic resources, which identified a cluster of potentially significant resources historically known as “South Fayetteville.” This neighborhood consists of modest residential properties constructed and occupied by middle- and working-class residents. This area has experienced significant new development involving the demolition of historic-age resources and the construction of new buildings that are incompatible with the scale and character of the neighborhood.³



The subject property contains a single-family Ranch-style dwelling constructed ca. 1965, according to Washington County Tax Assessor records. The property is potentially eligible for the National Register of Historic Places as part of a historic district but is not individually eligible. It is also contributing to a potential Local Historic District, which is currently under review by

² The Green Book was a guidebook for African American travelers in the US. It was founded by Victor Hugo Green, an African American postal worker from New York City, and was published annually from 1936 to 1966.

³ Post Oak Preservation Solutions, *Phase 1 Fayetteville Citywide Historic Resources Survey*, 20.

staff. It has been assigned a moderate preservation priority. The survey recommends the evaluation of a local historic district to slow the rapid loss of historic buildings and protect the historic character of South Fayetteville.⁴

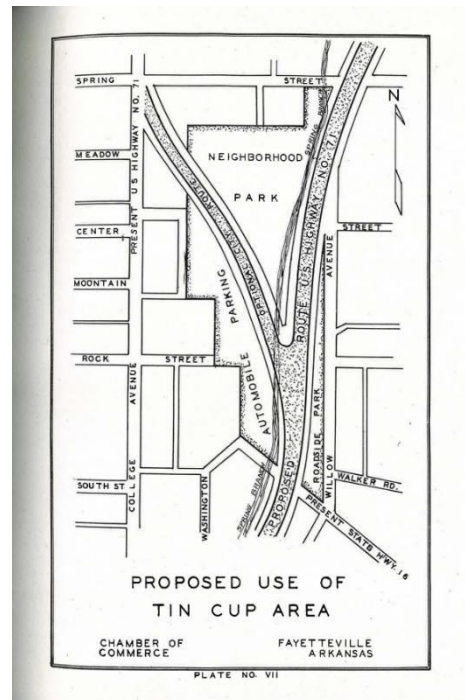
Since rezoning requests often precede redevelopment plans, the property owner and/or applicant should consult with Long Range & Preservation Planner prior to demolition or alteration of historic-age structures to capture photo documentation. Documentation of historic resources is an effective way to mitigate against the loss of historic structures when regulatory tools are not available.

DISCUSSION:

Zoning History:

The zoning history of the neighborhood merits consideration with this request. The 1945 “A Master City Plan and Public Works Program for Fayetteville, Arkansas”, sponsored jointly by the Fayetteville Chamber of Commerce and Fayetteville City Council, called for the construction of U.S. Highway 71 through the neighborhood, following Willow Ave. and Spring Branch to the intersection of Maple and Mission. Part of the justification for the route was that “It would afford an opportunity to build roadside parks and parking area in what is now sub-standard housing districts.”, and that “The highway would not pass by important public buildings such as schools, hospitals, etc.” The historic St. James Methodist and Missionary Baptist churches as well as the Lincoln School, the segregated elementary school, were all on the proposed highway route.

While many of the projects proposed in the 1945 plan did not come to fruition, the neighborhood was subjected to many of the proposals of the 1968 “Program for Community Renewal” written by consulting planner James Vizzier. Like many urban renewal plans of the mid-20th century, the plan was paid for in part by a grant from the federal Urban Renewal Administration under the Housing Act of 1954. The plan noted that Fayetteville’s “general plan should be updated and expanded to include plans for community renewal.”, and further explained that, “...about 65% of the housing supply (in the city) might be susceptible to blight...Most of these improvements are in older neighborhoods where the units that must be cleared are deficient or dilapidated rather than sound.” Vizzier counted 1,327 families to be displaced by public improvements for University expansion, street construction, hospitals or schools and playgrounds, while at the same time noting an imbalance between the cost of housing and family income. He laid out an ambitious and costly (\$47,615,400 in 1968 dollars) plan for urban renewal in Fayetteville, most of which was never accomplished. One of the significant outcomes of Vizzier’s recommendations, however, was Fayetteville’s zoning ordinance in 1970. Vizzier had criticized the city’s zoning as being based “primarily on existing land use instead of the future land use plan. And second, it does not recognize the need for raising the standards for land use in older areas. Upgrading and renewal of older areas are not provided for in the document (referring to the city’s comprehensive plan). The rules do not provide for large scale developments such as renewal projects.”



Map showing proposed route of Hwy. 71. 1945 Master City Plan, pg. 41.

⁴ Post Oak Preservation Solutions, *Phase 1 Fayetteville Citywide Historic Resources Survey, Draft Survey Log & 21.*

On October 18, 1968 the City Council passed Resolution No. 33-68 approving the undertaking of an Urban Renewal Plan, which included the subject property and surrounding neighborhood. Ultimately some houses were repaired, but others were razed with the occupants moved into the new Willow Heights apartments which were constructed atop the former site of the Lincoln School. Ordinance 1747 approved on June 29, 1970 enacted a new zoning map and set of districts and zoning requirements for the city. This map shows the subject property and surrounding neighborhood as being zoned into the medium-density “R-2” zoning district, which was subsequently translated to “RMF-24” with the adoption of the city’s Unified Development Code.

The subject property was again rezoned, this time to the current zoning designation of NC, Neighborhood Conservation, in 2008 following the *Walker Park Neighborhood Plan*.

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.” This land use designation also encourages the incorporation of low-intensity non-residential uses intended to serve the surrounding neighborhood, such as retail or offices.⁵ The request aligns with this designation by increasing the variety of housing types permitted from just single-family to include two-, three-, four-, and multifamily housing. The UN district would also incorporate non-residential uses, however the intensity of some may extend beyond what was envisioned for this area. Specifically, UN permits General Business (Use Unit 12b) and Eating Places (Use Unit 13), which may increase traffic or noise. However, uses like a small office may not result in a significant impact to the neighborhood. Given this concern, a zoning district like NS-L may be more appropriate, however it does not come with as flexible lot width minimums that may spark redevelopment into fee-simple lots for denser housing. In reviewing the applicant’s request letter and desire to retain the existing house but allow low-intensity commercial uses, rezoning to NS-L could be an appropriate compromise.

Walker Park Neighborhood Plan:

The subject property is included in the Walker Park Neighborhood Plan, which outlines goals and a vision for the area. Including a balance of commercial uses and diverse housing types.

While on its face, the request for UN may appear appropriate given the *Neighborhood Plan*’s vision for balancing commercial uses and housing variety, the plan does acknowledge the value of retaining single-family housing and other housing patterns where appropriate. The *Walker Park Neighborhood Plan* acknowledges the “predominately single-family nature of the interior of the neighborhood.”⁶ A large swathe of primarily single-family zoned property is located roughly between E. 7th St. to E. 15th St. While mixed-use zoning districts may be appropriate along major streets like E. 7th, E. 15th, and even S. College Ave. it is not clear that this portion of the neighborhood was envisioned for commercial uses. RI-U offers increased housing flexibility, which aligns with both the goals of the *Walker Park Plan* and *City Plan 2040*, without inserting commercial uses into an established residential neighborhood like would be permitted under UN. This alternative would advance housing priorities and avoid locating commercial uses in an incompatible area.

It is also worth noting that the *intent* of the Urban Neighborhood district is to “serve as a mixed use are of medium intensity and *provide a transition* into residential neighborhoods from more

⁵ City Plan 2040, 128.

⁶ *Walker Park Neighborhood Plan*, 18.

intense, mixed-use districts.” The subject property is in the midst of solely residential properties (with the exception of the Combs Street Church), and not on the periphery where it could serve as a transitional space. As such, this request may not align with the intent of the Urban Neighborhood district. Alternative options that do not include commercial uses, like RI-U may be more appropriate.

To: Fayetteville Planning Commission
From: Wes Bates
Re: Rezoning Request – 416 S Willow Ave (NC → UN)
Date: 12/9/25

Dear Commissioners,

I am requesting a rezoning for the property located at 416 S Willow Ave from Neighborhood Conservation (NC) to Urban Neighborhood (UN). While the NC district restricts development to lower-intensity residential uses, UN zoning better reflects both the historical pattern of this neighborhood and the city's goals for compact, walkable infill development.

This area has long included a mix of residential and small-scale commercial uses, and today the neighborhood continues to include DG (Downtown General) and UN zoning in close proximity. The current NC boundary along this block is inconsistent with the existing land-use pattern and does not accurately reflect how the neighborhood has developed over time.

The UN district is an appropriate and compatible fit for 416 S Willow because it allows for a modest increase in residential flexibility while preserving neighborhood character. A key benefit of UN zoning is the ability to build townhouses narrower than 18 feet, which aligns with the traditional townhouse proportions found in historic Fayetteville neighborhoods. These narrower homes promote affordability, walkability, and architectural forms that fit seamlessly into older street grids.

This rezoning will allow the property to support traditional, human-scaled housing types that meet the City Plan's goals for attainable housing, gentle density, and sustainable growth. The site's proximity to existing mixed-use and higher-intensity zoning makes it a logical location to continue the neighborhood's historic pattern of compact urban development.

Thank you for your consideration,

Wes Bates

From: esyule gamache <esyule@yahoo.com>

Sent: Tuesday, January 13, 2026 2:17 PM

To: Planning Shared <planning@fayetteville-ar.gov>

Subject: Wesley Bates proposal of rezoning from NC to UN at 416 S Willow

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

Dear Sirs: I both received a notification form and saw on my walk posted the property at 416 S. Willow. I am against rezoning this property.

Once there was a Walker Park neighborhood plan, which offered a future proposed map. This rezoned parts of this area from 15th Street to Huntsville Rd. This area plan showed development but with tasteful single family homes. I agreed with this plan. I am not for giving builders unlimited density cap on property.

Honestly, the existed zoning seems to be allowing eight homes or even duplexes on this land which would be a full area as it is yet it would be in harmony with this residential block of land whose parameters are Wood to MLK to Willow to Huntsville Rd., which is where I reside. I see development is inevitable but let's make it wise and in accord with what was proposed by the Walker Park Neighborhood plan.

Thank you.

Louise A Gamache

311 E. Huntsville Rd.

From: John Squires <jsquires4@gmail.com>

Sent: Monday, January 26, 2026 4:25 PM

To: Planning Shared <planning@fayetteville-ar.gov>

Subject: RE : Proposed rezoning of property at 416 S Willow

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

Public Comment

RZN-2025-0071

To Fayetteville Planning commission.

RE: OPPOSITION to Wesley Bates proposed zoning change from NC to UN for property at 416 S. Willow, Fayetteville, AR.

Commissioners:

My name is John Squires. I own property at 407 E. Huntsville Rd. This property backs up to the the side of the property at 416 South Willow.

This residential neighborhood is one of the oldest in Fayetteville and his long been one of the most affordable neighborhoods in Fayetteville. The proposed rezoning would allow for a high density apartment complex in the middle of this neighborhood. The neighborhood is already undergoing gentrification. But it is still a neighborhood of single-family homes and narrow streets. Illumination of the density cap does not make a positive contribution to the neighborhood.

If the same zoning change proposal were situated in the middle of a upper income neighborhood I doubt it would be even under serious consideration. Affordable neighborhoods deserve the same protection as the rest of the neighborhoods in Fayetteville. Developer interest should not outweigh those of the neighborhood.

Already the neighborhood is seeing an increase in traffic since Huntsville Road was improved to provide a shortcut to the downtown area off of Martin Luther King Blvd. Changing the density from 10 units per acre to unlimited will only increase the traffic in this narrow street-ed neighborhood.

I understand that Fayetteville needs more affordable housing. But providing for unlimited density on a 1.8 acre parcel in the middle of this neighborhood is not the way to do it.



MEETING OF FEBRUARY 17, 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-2025-0067: Rezoning (660 S. CROSSOVER RD/PEAK ROOFING AND EXTERIORS, 527): Submitted by KADEN DAVIS for property located at 660 S. CROSSOVER RD. in WARD 1. The property is zoned RSF-4, RESIDENTIAL SINGLE-FAMILY, FOUR UNITS PER ACRE and C-2, THOROUGHFARE COMMERCIAL and contains approximately 2.42 acres. The request is to rezone the property to UT, URBAN THOROUGHFARE.**

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 north of the intersection of E. Huntsville Dr. and S. Crossover Rd. The 2.42-acre parcel is currently split zoned between RSF-4, Residential Single-Family, Four Units per Acre and C-2, Thoroughfare Commercial and has been constructed with a 1,612 square-foot single-family dwelling built in 1968. The property is not located within floodplain, floodway, or any zoning overlays.

Request: The request is to rezone the subject property from a split zone of RSF-4, Residential Single-Family, Four Units per Acre and C-2, Thoroughfare Commercial to UT, Urban Thoroughfare.

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

Land Use Compatibility: Staff finds the request to be compatible with the surrounding context. The surrounding property is generally characterized by a mix of commercial uses along Huntsville and undeveloped or residential land along Crossover. The uses in this area have existed in a similar form since approximately the 1990s with minimal redevelopment (with the exception of the construction of Happy Hollow Elementary School in 2011), however recent rezonings in the area are shifting towards mixed-use and form based standards. C-2 is a commercial only district that permits both traditional setbacks and form-based standards while UT is a strictly form-based zoning district which permits a mix of residential and commercial uses. Specifically UT requires a minimum of 50% of a building to be located within a 10-25 foot build-to-zone, though existing nonconforming buildings structures may be expanded in size by up to 49% before triggering compliance with this standard. Staff finds the request to rezone the property to UT, Urban Thoroughfare is in line with this shift to more form-based districts and is unlikely to negatively affect surrounding properties given the property's

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov

frontage along a High Activity Regional Link. Additionally, most properties directly abutting the subject area are undeveloped, creating a buffer between potentially intensive uses permitted within UT and less-intensively developed residential areas to the north and east.

Land Use Plan Analysis: Staff finds that the request is consistent with adopted land use policies, the Future Land Use Map designation, and goals of City Plan 2040. The area is designated as a City Neighborhood Area, which recommends that commercial uses would have a residential component and vary in size, variety and intensity. Rezoning to UT would maintain the property's existing ability to develop with both residential and commercial uses while providing greater variety in uses and more flexibility in design for a long, narrow site. Further, while the property is not part of any specific master plan or overlay district, it is 400 feet north of a Tier 2 Center at the intersection of S. Crossover and E. Huntsville, which the City Plan 2040 describes as "smaller scale urban hubs." City Plan 2040 also calls for commercial uses to be "mixed-use and office buildings." The property is also associated with numerous infill attributes, indicating it could appropriately support a wide range of uses and additional density.

In recent years, City Council has taken steps to reduce the extent of commercial-only districts along major corridors, including the recent rezoning of 586 acres along the 71B corridor to a new mixed-use Urban Corridor district. Accordingly, staff finds that rezoning the property to UT would permit the property to be developed in a mixed-use style and further the stated goals of the city's adopted plans and policies.

CITY PLAN 2040 INFILL MATRIX: City Plan 2040's Infill Matrix indicates a score range between **5 and 7** for this site. The following elements of the matrix contribute to this score:

1. Adequate Fire Response (Station 3, 1050 S. Happy Hollow Rd.)
2. Near Sewer Main (6" and 8" within the property)
3. Near Water Main (8", S. Crossover Rd.)
4. Near Public School (Happy Hollow Elementary)
5. Near Paved Trail (E. Huntsville Rd. Bike Lane)
6. Near ORT Bus Stop (Crossover and Turtle Creek)
7. Appropriate Future Land Use

DISCUSSION:

At the January 26, 2026 Planning Commission meeting, a vote of 5-0-0 forwarded the request to City Council with a recommendation of approval. Commissioner Payne motioned and Commissioner Madden seconded. There was some discussion about whether the request could be completed through a conditional use permit. No commissioners were opposed, 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



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2026-214

AN ORDINANCE TO REZONE THE PROPERTY DESCRIBED IN REZONING PETITION RZN 2025-67 FOR APPROXIMATELY 2.42 ACRES LOCATED AT 660 SOUTH CROSSOVER ROAD IN WARD 1 FROM RSF-4, RESIDENTIAL SINGLE-FAMILY, FOUR UNITS PER ACRE AND C-2, THOROUGHFARE COMMERCIAL TO UT, URBAN THOROUGHFARE

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 and C-2, Thoroughfare Commercial to UT, Urban Thoroughfare.

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

2026-214

Item ID

2/17/2026

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

Jonathan Curth

1/29/2026

DEVELOPMENT REVIEW (630)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

RZN-2025-0067: Rezoning (660 S. CROSSOVER RD/PEAK ROOFING AND EXTERIORS, 527): Submitted by KADEN DAVIS for property located at 660 S. CROSSOVER RD. in WARD 1. The property is zoned RSF-4, RESIDENTIAL SINGLE-FAMILY, FOUR UNITS PER ACRE and C-2, THOUROUGHFARE COMMERCIAL and contains approximately 2.42 acres. The request is to rezone the property to UT, URBAN THOROUGHFARE.

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: _____

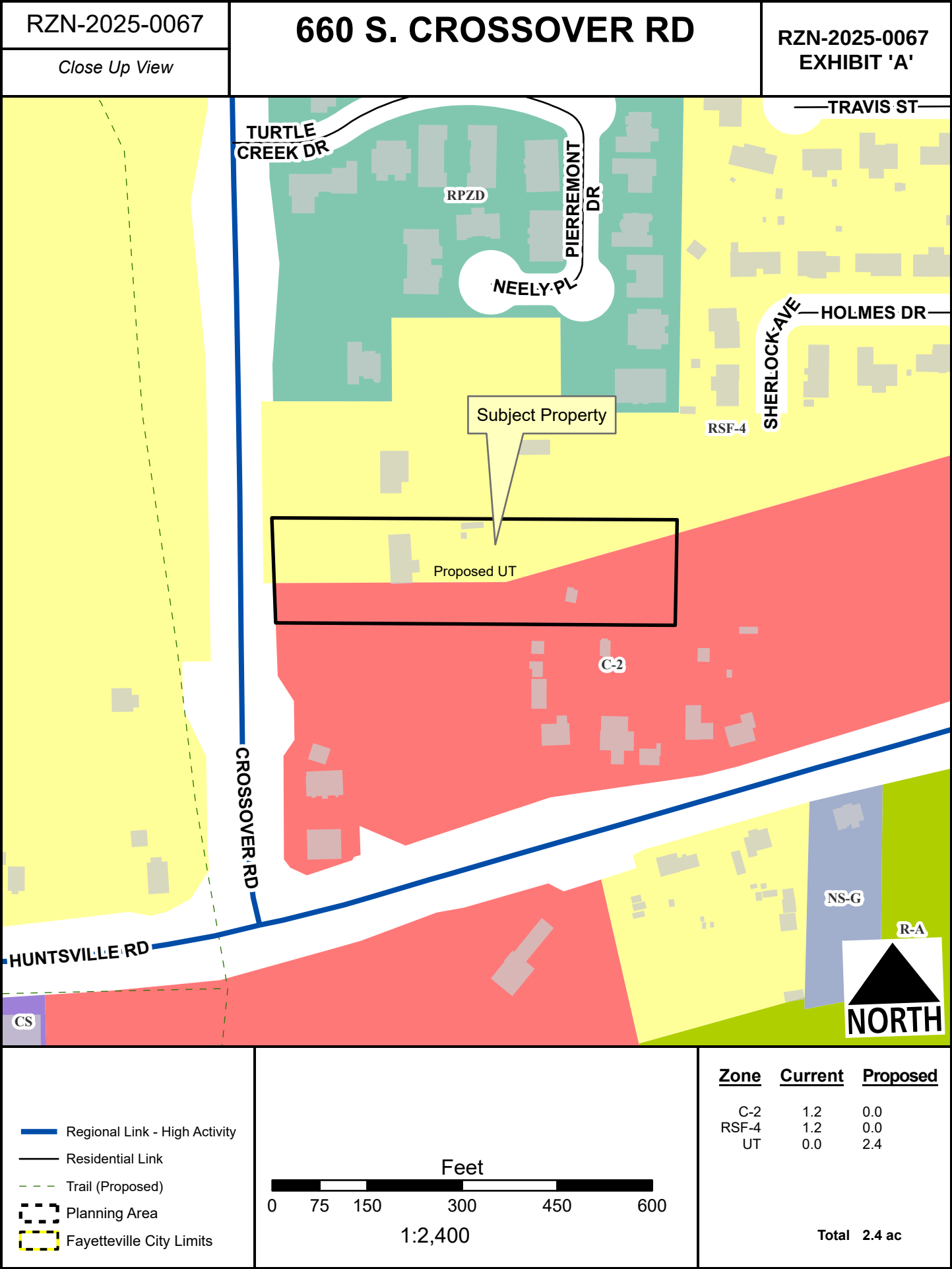
Previous Ordinance or Resolution # _____

Change Order Number: _____

Approval Date: _____

Original Contract Number: _____

Comments:

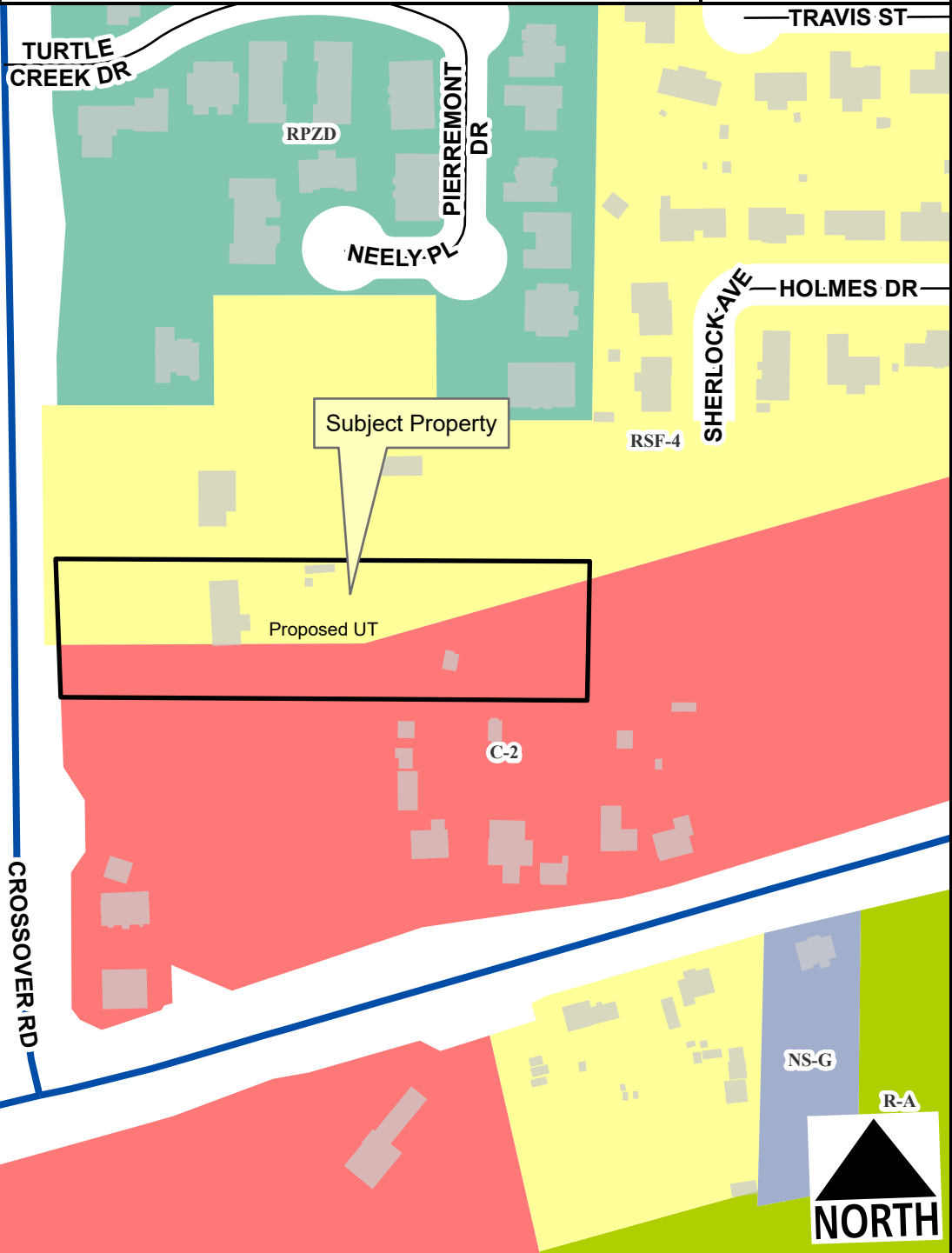


RZN-2025-0067

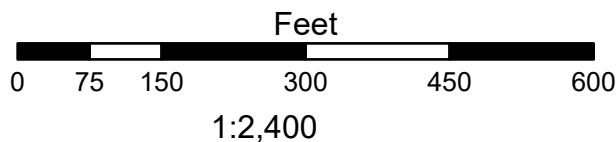
Close Up View

660 S. CROSSOVER RD

RZN-2025-0067
EXHIBIT 'A'



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



Zone	Current	Proposed
C-2	1.2	0.0
RSF-4	1.2	0.0
UT	0.0	2.4

Total 2.4 ac

660 S Crossover Road, Fayetteville, AR 72701 Legal
Description

PT S 1/2 LOT 39 S/2 SW SE SE 14-16-30 2.42 AC
FURTHER DESCRIBED IN 2016-11967 AS: A part of
the South Half of Tract Numbered 39 W.E. Anderson
Farm Subdivision, as per plat of said subdivision on file
in the land records of Washington County, Arkansas
and being more particularly described as follows:
Beginning at the & Southeast corner of said Tract 39,
said point being an existing Iron pipe; thence West
630.79 feet along the South line of said 39 to a set 1/2
Inch Iron rebar on the east right of way of Crossover
Road; thence North 02 degrees 27 minutes 17 seconds
West 165.83 feet along said right of way line to a set
1/2 inch Iron rebar on the North line of said South Half
of Tract 39; thence leaving said right of way line, North
89 degrees 54 minutes 59 seconds East 640.01 feet to
a set 1/2 Inch iron rebar at the Northeast corner of said
South Half of Tract 39; thence South 00 degrees 43
minutes 36 seconds West 166.63 feet to the Point of
Beginning, containing 2.42 acres, more or less. The
above described 2.42 acre tract being subject to any
easements and/or rights of way whether or not of
record.



TO: Fayetteville Planning Commission

THRU: Jessie Masters, Planning Director

FROM: Donna Wonsower, Senior Planner

MEETING DATE: January 26, 2026 **(UPDATED WITH MEETING RESULTS)**

SUBJECT: **RZN-2025-0067: Rezoning (660 S. CROSSOVER RD/PEAK ROOFING AND EXTERIORS, 527):** Submitted by KADEN DAVIS for property located at 660 S. CROSSOVER RD. The property is zoned RSF-4, RESIDENTIAL SINGLE-FAMILY, FOUR UNITS PER ACRE and C-2, THOUROUGHFARE COMMERCIAL and contains approximately 2.42 acres. The request is to rezone the property to UT, URBAN THOROUGHFARE.

RECOMMENDATION:

Staff recommends approval of **RZN-2025-0067**.

RECOMMENDED MOTION:

*"I move to forward **RZN-2025-0067** to City Council with a recommendation of approval."*

BACKGROUND:

The subject property is in south Fayetteville approximately 400 feet north of the intersection of E. Huntsville Dr. and S. Crossover Rd. The 2.42-acre parcel is currently split zoned between RSF-4, Residential Single-Family, Four Units per Acre and C-2, Throughfare Commercial and has been constructed with a 1,612 square-foot single-family dwelling built in 1968. The property is not located within floodplain, floodway, or any zoning overlays. Surrounding land uses and zoning are depicted in *Table 1*.

Table 1:
Surrounding Land Uses and Zoning

Direction	Land Use	Zoning
North	Single-Family Residential	RSF-4, Residential Single-Family, 4 Units per Acre
South	Undeveloped	C-2, Throughfare Commercial
East	Undeveloped	RSF-4, Residential Single-Family, 4 Units per Acre C-2, Throughfare Commercial
West	Undeveloped	RSF-4, Residential Single-Family, 4 Units per Acre

Request: The request is to rezone the subject property from a split zone of RSF-4, Residential Single-Family, Four Units per Acre and C-2, Throughfare Commercial to UT, Urban Thoroughfare.

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

INFRASTRUCTURE AND ENVIRONMENTAL REVIEW:

- Streets:** The property's frontage along S. Crossover Rd, a high-activity regional link, is fully improved with asphalt paving, sidewalk, and curb and gutter. Any street improvements required in these areas would be determined at the time of development proposal
- Water:** Public water is available to the subject area. There is an existing 8-inch water main along the S. Crossover Rd.
- Sewer:** Sanitary sewer is available to the subject area. There is an existing 8-inch main on the east side of the subject property and existing 6-inch main on the south 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 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 3, located at 1050 S. Happy Hollow Rd., protects this site. The property is located approximately 0.7 miles from the fire station with an anticipated drive time of approximately 2 minutes using existing streets. The anticipated response time would be approximately 4.2 minutes. Fire Department response time is calculated based on the drive time plus 1 minute for dispatch and 1.2 minutes for turn-out time. Within the City Limits, the Fayetteville Fire Department has a response time goal of 6 minutes for an engine and 8 minutes for a ladder truck.
- Police:** The Police Department did not comment on this request.
- Tree Preservation:** The proposed zoning district, UT, Urban Thoroughfare requires **15% minimum canopy preservation**. The current zoning districts, RSF-4, Residential Single-Family, Four Units per Acre and C-2, Thoroughfare Commercial require **25% and 15% minimum canopy preservation respectively**.

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 5-7 for this site with a weighted score of 8.5. The following elements of the matrix contribute to the score:

- Adequate Fire Response (Station 3, 1050 S. Happy Hollow Rd.)
- Near Sewer Main (6" and 8" within the property)
- Near Water Main (8", S. Crossover Rd.)
- Near Public School (Happy Hollow Elementary)
- Near Paved Trail (E. Huntsville Rd. Bike Lane)
- Near ORT Bus Stop (Crossover and Turtle Creek)
- 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 request to be compatible with the surrounding context. The surrounding property is generally characterized by a mix of commercial uses along Huntsville and undeveloped or residential land along Crossover. The uses in this area have existed in a similar form since approximately the 1990s with minimal redevelopment (with the exception of the construction of Happy Hollow Elementary School in 2011), however recent rezonings in the area are shifting towards mixed-use and form based standards. C-2 is a commercial only district that permits both traditional setbacks and form-based standards while UT is a strictly form-based zoning district which permits a mix of residential and commercial uses. Specifically UT requires a minimum of 50% of a building to be located within a 10-25 foot build-to-zone, though staff existing nonconforming buildings structures may be expanded in size by up to 49% before triggering compliance with this standard per UDC 164.12.

Staff finds the request to rezone the property to UT, Urban Thoroughfare is in line with this shift to more form-based districts and is unlikely to negatively affect surrounding properties given the property's frontage along a High Activity Regional Link. Additionally, most properties directly abutting the subject area are undeveloped, creating a buffer between potentially intensive uses permitted within UT and less-intensively developed residential areas to the north and east.

Land Use Plan Analysis: Staff finds that the request is consistent with adopted land use policies, the Future Land Use Map designation, and goals of City Plan 2040. The area is designated as a City Neighborhood Area, which

recommends that commercial uses would have a residential component and vary in size, variety and intensity. Rezoning to UT would maintain the property's existing ability to develop with both residential and commercial uses while providing greater variety in uses and more flexibility in design for a long, narrow site. Further, while the property is not part of any specific master plan or overlay district, it is 400 feet north of a Tier 2 Center at the intersection of S. Crossover and E. Huntsville, which the City Plan 2040 describes as "smaller scale urban hubs." City Plan 2040 also calls for commercial uses to be "mixed-use and office buildings." The infill score for this parcel is relatively high, with a weighted score of 8.5, indicating the property could likely support a wide range of uses and additional density.

In recent years City Council has taken steps to reduce the extent of residential or commercial only districts along major corridors, including the recent rezoning of 586 acres along the 71B corridor to a new mixed-use Urban Corridor district. Accordingly, staff finds that rezoning the property to UT would permit the property to be developed in a mixed-use style and further the stated goals of the city's adopted plans and policies.

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

Finding: Staff finds the proposed zoning is justified at this time. The property is split zoned roughly east to west through the middle of the parcel, potentially creating difficulties in the development and use of the property given one district permits only residential uses and one permits only commercial uses. Rezoning the entire parcel to a single district would simplify development entitlement and permitting of future construction on the parcel.

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

Finding: Staff finds that rezoning from a split of RSF-4 and C-2 to UT would not likely create or appreciably increase traffic danger or congestion given the property's location along a major corridor. UT does not have a stated density limit; however the relatively small size of the parcel, parking, drainage, tree preservation, and other city standards are likely to limit development potential for the site.

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 a split of RSF-4 and C-2 to UT has the potential to alter the population density of the area, though staff finds not likely to an undesirable degree. RSF-4 has a stated residential density maximum of four units per acre, while C-2 does not permit residential dwellings. UT has no stated density limitation. The available infrastructure, water and sewer, and the service volume of S. Crossover Rd., would likely support an increase in population density at this site. Fayetteville Public Schools did not comment on this request.

5. If there are reasons why the proposed zoning should not be approved in view of considerations under b (1) through (4) above, a determination as to whether the proposed zoning is justified and/or necessitated by peculiar circumstances such as:
- a. It would be impractical to use the land for any of the uses permitted under its existing zoning classifications;
 - b. There are extenuating circumstances which justify the rezoning even though there are reasons under b (1) through (4) above why the proposed zoning is not desirable.

Finding: N/A

RECOMMENDATION: Planning staff recommends forwarding RZN-2024-0067 to City Council with a recommendation of approval.

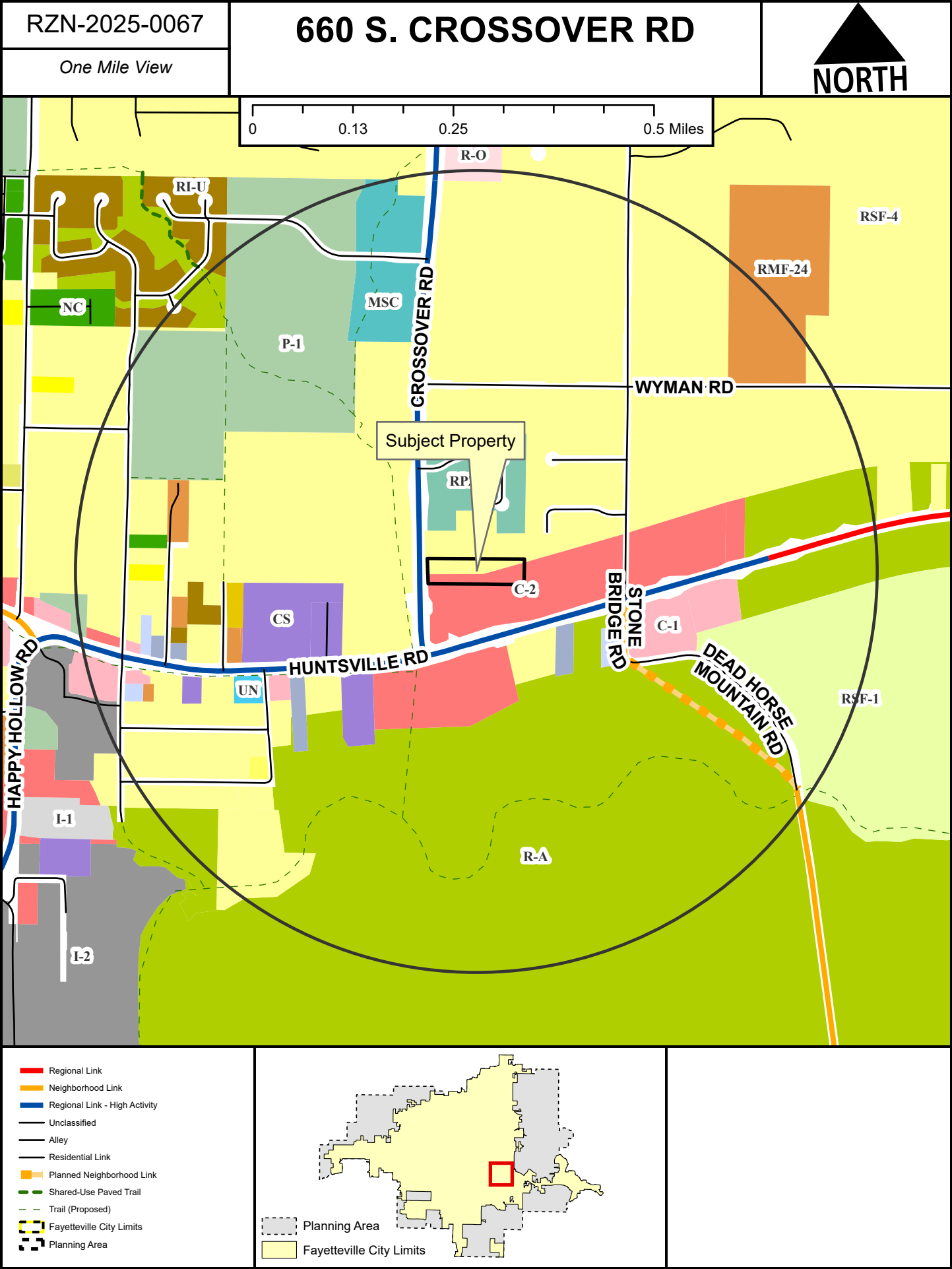
PLANNING COMMISSION ACTION: Required <u>YES</u>			
Date: <u>January 26, 2026</u>	☐ Tabled	☒ Forwarded	☐ Denied
Motion: PAYNE	"I move to forward RZN-2025-0067 to City Council with a recommendation of approval."		
Second: MADDEN			
Vote: 5-0-0			

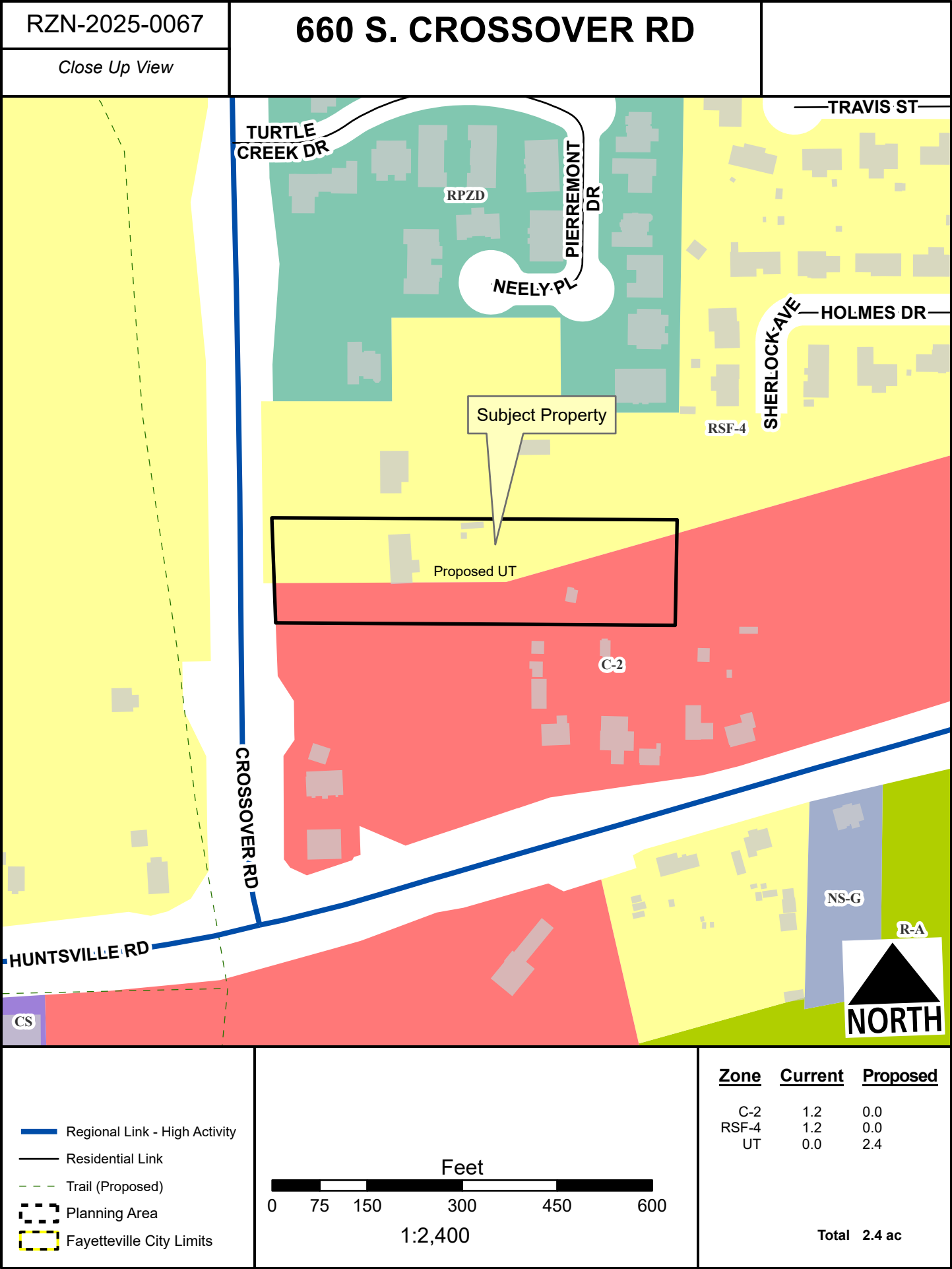
BUDGET/STAFF IMPACT:

None

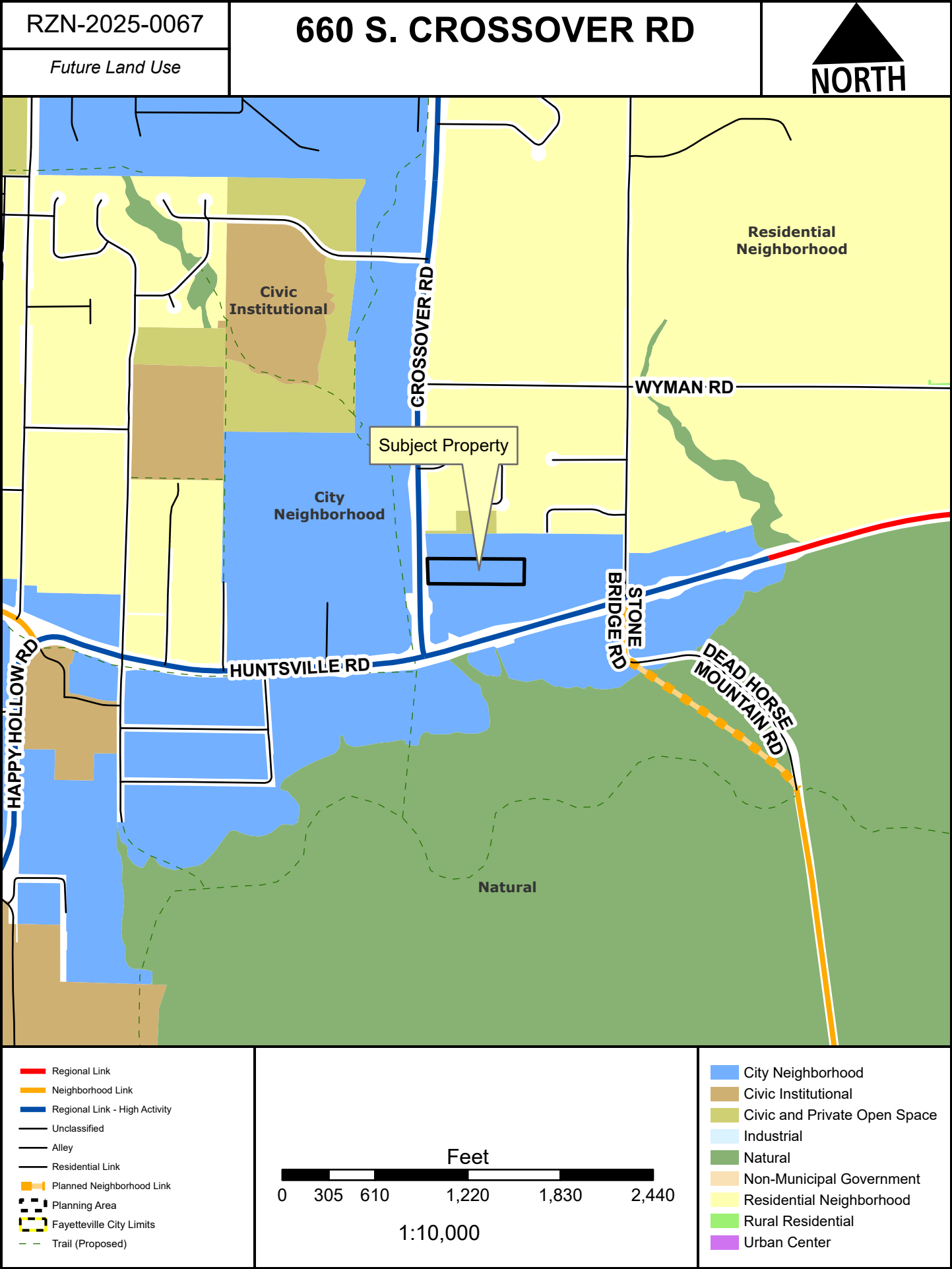
ATTACHMENTS:

- Project Maps
 - One Mile Map
 - Close-Up Map
 - Current Land Use Map
 - Future Land Use Map
- Unified Development Code
 - §161.07 District RSF-4, Residential Single-Family - Four (4) Units Per Acre
 - §161.23 District C-2, Thoroughfare Commercial
 - §161.24 District Urban Thoroughfare
- 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. 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.

161.23 District C-2, Thoroughfare Commercial

(A) *Purpose.* The Thoroughfare Commercial District is designed especially to encourage the functional grouping of these commercial enterprises catering primarily to highway travelers. The intent of this district is to allow administrative approval if the developer decides to use urban form, in compliance with the build-to zone and minimum buildable street frontage as specified herein.

(B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 4	Cultural and recreational facilities
Unit 5	Government Facilities
Unit 13	Eating places
Unit 14	Hotel, motel, and amusement facilities
Unit 16	Shopping goods
Unit 17	Transportation trades and services
Unit 18	Gasoline service stations and drive-in/drive-through restaurants
Unit 19	Commercial recreation, small sites
Unit 20	Commercial recreation, large sites
Unit 25	Offices, studios, and related services
Unit 33	Adult live entertainment club or bar
Unit 34	Liquor store
Unit 40	Sidewalk Cafes
Unit 44	Cluster Housing Development
Unit 45	Small scale production
Unit 46	Short-term rentals

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 21	Warehousing and wholesale
Unit 28	Center for collecting recyclable materials
Unit 29	Dance Halls
Unit 32	Sexually oriented business
Unit 35	Outdoor music establishments
Unit 36	Wireless communications facilities
Unit 38	Mini-storage units
Unit 42	Clean technologies
Unit 43	Animal boarding and training

(C) *Density.* None.

(D) *Bulk and Area Regulations.* None.

(E) *Setback Regulations.*

Front	15 feet
Front, if parking is allowed between the right-of-way and the building	50 feet
Side	None

Side, when contiguous to a residential district	15 feet
Rear	20 feet

Urban Form Setback Regulations:

Front	A build-to zone that is located between 10 feet and a line 25 feet from the front property line
Side and rear	None
Side or rear, when contiguous to a single-family residential district	15 feet

(F) *Building Height Regulations.*

Building Height Maximum	6 stories*
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* If a building exceeds the height of two (2) stories, the portion of the building that exceeds two (2) stories shall have an additional setback from side boundary line of an adjacent residential district. The amount of additional setback for the portion of the building over two (2) stories shall be equal to the difference between the total height of that portion of the building, and two (2) stories.

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

(H) Urban form minimum buildable street frontage: 50% of the lot width.

(Code 1965, App. A., Art. 5(VI); Ord. No. 1833, 11-1-71; Ord. No. 2351, 6-2-77; Ord. No. 2603, 2-19-80; Ord. No. 1747, 6-29-70; Code 1991, §160.036; Ord. No. 4034, §3, 4, 4-15-97; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99; Ord. No. 4727, 7-19-05; Ord. No. 4992, 3-06-07; 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. 5353, 9-7-10; 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, 6, 7, 4-2-19; Ord. No. 6223, §1, 9-3-19; Ord. No. 6245, §2, 10-15-19; Ord. No. 6521, §5, 1-18-22)

161.24 Urban Thoroughfare

(A) *Purpose.* The Urban Thoroughfare District is designed to provide goods and services for persons living in the surrounding communities. This district encourages a concentration of commercial and mixed use development that enhances function and appearance along major thoroughfares. Automobile-oriented development is prevalent within this district and a wide range of commercial uses is permitted. For the purposes of Chapter 96: Noise Control, the Urban Thoroughfare district is a commercial zone. The intent of this zoning district is to provide standards that enable development to be approved administratively.

(B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 8	Single-family dwellings
Unit 9	Two (2) family dwellings
Unit 10	Three (3) and four (4) family dwellings
Unit 13	Eating places
Unit 14	Hotel, motel and amusement services
Unit 16	Shopping goods
Unit 17	Transportation trades and services
Unit 18	Gasoline service stations and drive-in/drive-through restaurants
Unit 19	Commercial recreation, small sites
Unit 24	Home occupations
Unit 25	Offices, studios, and related services
Unit 26	Multi-family dwellings
Unit 34	Liquor store
Unit 40	Sidewalk cafes
Unit 41	Accessory Dwellings
Unit 44	Cluster Housing Development
Unit 45	Small scale production
Unit 46	Short-term rentals

Note: Any combination of above uses is permitted upon any lot within this zone. Conditional uses shall need approval when combined with pre-approved uses.

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 20	Commercial recreation, large sites
Unit 21	Warehousing and wholesale
Unit 28	Center for collecting recyclable materials
Unit 29	Dance halls
Unit 33	Adult live entertainment club or bar
Unit 35	Outdoor music establishments
Unit 36	Wireless communication facilities
Unit 38	Mini-storage units
Unit 42	Clean technologies

Unit 43	Animal boarding and training
Unit 48	Private dormitories

(C) *Density.* None

(D) *Bulk and Area Regulations.*

(1) *Lot Width Minimum.*

Single-family dwelling	18 feet
All other dwellings	None
Non-residential	None

(2) *Lot area minimum.* None

(E) *Setback regulations.*

Front:	A build-to zone that is located between 10 feet and a line 25 feet from the front property line.
Side and rear:	None
Side or rear, when contiguous to a single-family residential district:	15 feet

(F) *Building Height Regulations.*

Building Height Maximum	5 stories/7 stories*
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* A building or a portion of a building that is located between 10 and 15 feet from the front property line or any master street plan right-of-way line shall have a maximum height of five (5) stories. A building or portion of a building that is located greater than 15 feet from the master street plan right-of-way shall have a maximum height of seven (7) stories.

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

(G) *Minimum buildable street frontage.* 50% of the lot width.

(Ord. No. 5312, 4-20-10; Ord. No. 5339, 8-3-10; Ord. No. 5353, 9-7-10; 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, 8, 1-17-17; Ord. No. 6015, §1(Exh. A), 11-21-17; Ord. No. 6223, §1, 9-3-19; Ord. No. 6427, §§1(Exh. C), 2, 4-20-21; Ord. No. 6879, §2, 5-20-25)

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-2025-0067

BACKGROUND:

The applicant requests to rezone approximately 2.42 acres from a mix of RSF-4, Residential Single-Family, Four Units Per Acre and C-2, Thoroughfare Commercial, to UT, Urban Thoroughfare. The applicant indicates the intent is to use the existing residential building as an administrative office for a roofing contractor. 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 and retaining housing as a permitted use.

The applicant states that the intent is to use the existing house as an office, since this may be permitted under the nonconforming structures portion of the code regardless of zoning district, a mixed-use district like CS, Community Services may be more appropriate long-term. This would allow future redevelopment of the site with a greater variety of uses and more flexible setback regulations. An alternative district like CS would also avoid some of the less appropriate uses permitted by right in UT, like transportation trades and services or gas stations.

¹ City Plan 2040, 130.

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 1967 (Ord. No. 1967). In 1970, the property was zoned R-1, Low Density Residential.



In 2003, a portion of the property was rezoned C-2 following a buffer model along Huntsville Rd. which resulted in numerous split zoned properties in the area. A mixed-use district may be the most appropriate fit to facilitate the widest range of uses and future flexibility envisioned by the future land use designation.

Project Narrative – Rezoning Request

Property: 660 S Crossover Rd

Current Zoning: RSF-4 & C-2 (split)

Requested Zoning: Urban Thoroughfare (UT) for entire parcel

Acreage: ±2.42 acres (per contract)

Overview

The applicant requests rezoning of the RSF-4 portion of the property to **Urban Thoroughfare (UT)** in order to unify the parcel under a single zoning classification consistent with the City’s vision for the S Crossover Road corridor. The property is currently split-zoned, which creates functional and regulatory inefficiencies. UT zoning provides an appropriate, lower-intensity commercial framework that aligns with corridor character while maintaining compatibility with nearby residential uses.

Why Urban Thoroughfare (UT) Is Appropriate

UT zoning is specifically intended for transitional, corridor-based development that supports service, office, and neighborhood-scale commercial uses without the intensity associated with general commercial districts. This designation is appropriate because:

- S Crossover Road functions as a major urban corridor, not a residential street.
- Commercial zoning already exists immediately to the south, establishing precedent.
- UT supports office and service uses that generate limited traffic and minimal noise.
- The existing residence will remain, preserving neighborhood scale and acting as a buffer.
- UT better reflects the City’s land-use intent than C-2 by emphasizing context-sensitive development.

Compatibility & Operations

The proposed use is a **low-impact administrative office** with no customer traffic, no outdoor operations, and no exterior modifications. Traffic generation is comparable to, or less than, a single-family residence. Screening, storage, and activity will remain fully compliant with City code. No heavy industrial use is proposed – only light administrative office and possibility of small shop in the future.

Conclusion

Rezoning to **Urban Thoroughfare (UT)** unifies the parcel, supports the City's corridor strategy, and allows a restrained, compatible commercial use that protects adjacent properties while aligning with long-term planning goals of the **City of Fayetteville**.

Letter of Intent / Justification Letter (CUP + Rezoning)

Letter of Intent – CUP & Rezoning

To: City of Fayetteville Planning Division

From: Kirby Davis, Peak Roofing & Exteriors

Re: CUP & Rezoning Applications – 660 S Crossover Rd

We respectfully request approval of a Conditional Use Permit to allow an administrative roofing contractor office within the existing residence at 660 S Crossover Rd, and rezoning of the RSF-4 portion of the property to Urban Thoroughfare to unify zoning across the parcel.

The property is currently split-zoned RSF-4 and C-2, which is impractical for long-term use and inconsistent with the function and character of S Crossover Road. In coordination with the City's feedback, we are seeking **UT zoning**, which more accurately reflects the corridor's role as a transitional urban thoroughfare while allowing lower-intensity commercial activity compatible with nearby residential uses.

This location is well suited for UT zoning and the proposed use due to:

- The property's **frontage on S Crossover Road**, a major arterial corridor
- **Immediate adjacency to existing commercial zoning and use** to the south
- UT's intent to support **office and service-oriented uses** with limited impacts
- The **existing residence remaining in place**, preserving neighborhood scale and serving as a buffer
- No exterior modifications proposed as part of this request
- Low traffic, low noise, and minimal physical impact

Peak Roofing & Exteriors is a local service business with 4 employees, no crews, no customer traffic, and administrative office work only. Our use is significantly lower impact than typical residential use and will not burden infrastructure or adjacent properties.

Future plans may include a small shop behind the house after full engineering review and approval. No additional construction is part of this request.

We believe the requested **UT rezoning and CUP** are consistent with City Code criteria, support the City's long-term vision for the Crossover corridor, and provide a balanced, context-sensitive transition between residential and commercial land uses.

Respectfully,

Kirby Davis

Peak Roofing & Exteriors

Screening Plan

Here is what we will include:

Screening Measures:

- Equipment stored behind house
- 6–8 ft privacy fence extension if required
- Existing vegetation retained
- No outdoor materials
- Trailers screened from public view by structure + fencing
- No loud machinery
- All commercial activity indoors

This satisfies Fayetteville’s screening code requirements for small-scale contractor offices.

Traffic Impact Statement

Traffic Impact Statement – 660 S Crossover Rd

Peak Roofing’s office generates:

- **4 daily employee trips (AM + PM)**
- **1–2 occasional subcontractor visits**
- **0 customer trips**

Total peak hour trips: **4–6**, which is **below a typical single-family residence**. Per the ITE Trip Generation Manual (LUC 210 – Single-Family Detached Housing), a typical home generates approximately 9–10 weekday trips. Our use with 4 employees plus 1–2 occasional subcontractor visits will generate similar or fewer trips than existing residential use and no peak-hour spikes.

No roadway improvements are needed.



MEETING OF FEBRUARY 17, 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-2025-0073: Rezoning (1149 S. WEST AVE./HORNBACK REVOCABLE TRUST, 562): Submitted by WESLEY BATES for property located at 1149 S. WEST AVE. in WARD 1. The property is zoned RMF-24, RESIDENTIAL MULTI-FAMILY, 24 UNITS PER ACRE and contains approximately 0.30 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 includes 0.30 acres is in south Fayetteville, approximately 200 feet south of the intersection of S. West Ave. and W. 11th St. To the west, the property is bordered by unimproved alley right-of-way and while it was previously co-developed with a 1,584 square-foot single-family dwelling , this has since been removed. The property is not within any zoning overlay or master plan areas

Request: The request is to rezone the subject property from RMF-24, Residential Multifamily, 24 Units per Acre to RI-U, Residential Intermediate-Urban.

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

Land Use Compatibility: The subject property is primarily surrounded by single-family homes. There are also a high number of two-family and other small multifamily dwellings within the block and a large apartment complex approximately 300 feet to the north. 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, the Fayetteville National Cemetery, Razorback Greenway, transit stops, grocery stores and other nonresidential amenities. While RMF-24 and RI-U allow similar uses, RI-U does not allow multifamily structures by right. Staff finds RI-U's smaller lot size requirements could encourage compatible infill development without disrupting neighborhood scale.

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov

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 variety of land uses in an urban setting, which staff finds to be compatible with the surrounding area. The property has numerous attributes conducive to appropriate infill. The property is located close to the Razorback Greenway and Tsa-La Gi Trail, enabling 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.

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

1. Adequate Fire Response (Station 9, 2250 S. School Ave.)
2. Near Sewer Main (6", S. West Ave)
3. Near Water Main (6", West Side of Property)
4. Near Grocery Store (Walmart Neighborhood Market, El Amanecer Market)
5. Near University of Arkansas Campus
6. Near City Park (Walker Park)
7. Near Paved Trail (Razorback Greenway)
8. Near ORT Bus Stop (School at Varsity House)

DISCUSSION:

At the January 26, 2026 Planning Commission meeting, a vote of 5-0-0 forwarded the request to City Council with a recommendation of approval. Commissioner Madden motioned and Commissioner Holeyfield seconded. There was some discussion about what alley improvements could be triggered. No commissioners were opposed, 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



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2026-215

AN ORDINANCE TO REZONE THE PROPERTY DESCRIBED IN REZONING PETITION RZN 2025-73 FOR APPROXIMATELY 0.30 ACRES LOCATED AT 1149 SOUTH WEST AVENUE IN WARD 1 FROM RMF-24, RESIDENTIAL MULTI-FAMILY, TWENTY-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 RMF-24, Residential Multi-Family, Twenty-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

2026-215

Item ID

2/17/2026

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

Jonathan Curth

1/29/2026

DEVELOPMENT REVIEW (630)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

RZN-2025-0073: Rezoning (1149 S. WEST AVE./HORNBACK REVOCABLE TRUST, 562): Submitted by WESLEY BATES for property located at 1149 S. WEST AVE. in WARD 1. The property is zoned RMF-24, RESIDENTIAL MULTI-FAMILY, 24 UNITS PER ACRE and contains approximately 0.30 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:

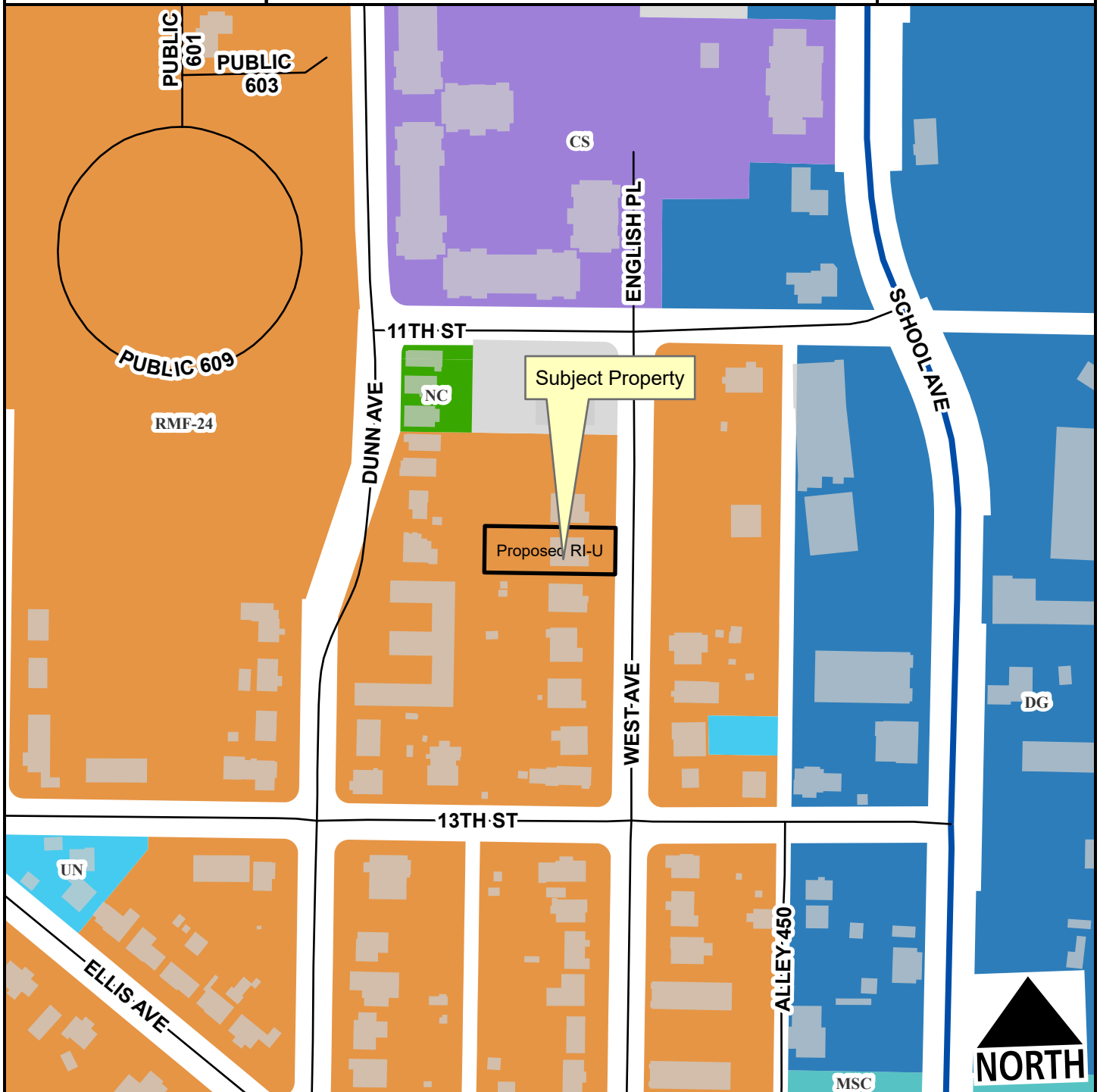
Comments:

RZN-2025-0073

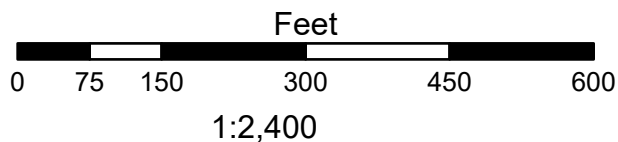
1149 S. WEST AVE

RZN-2025-0073
EXHIBIT 'A'

Close Up View



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



Zone	Current	Proposed
RI-U	0.0	0.3
RMF-24	0.3	0.0

Total 0.3 ac

RZN-2025-0073
EXHIBIT B

Lot Numbered Fifteen (15) in Block Numbered Two (2) in Wilson-Dunn Addition to the City of Fayetteville, Arkansas, as per plat of said addition on file in the office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.



TO: Fayetteville Planning Commission

THRU: Jessie Masters, Planning Director

FROM: Donna Wonsower, Senior Planner

MEETING DATE: January 26, 2026 (UPDATED WITH MEETING RESULTS)

SUBJECT: **RZN-2025-0073: Rezoning (1149 S. WEST AVE./HORNBACK REVOCABLE TRUST, 562):** Submitted by WESLEY BATES for property located at 1149 S. WEST AVE. The property is zoned RMF-24, RESIDENTIAL MULTI-FAMILY, 24 UNITS PER ACRE and contains approximately 0.30 acres. The request is to rezone the property to RI-U, RESIDENTIAL INTERMEDIATE-URBAN.

RECOMMENDATION:

Staff recommends forwarding **RZN-2025-0073** to City Council with a recommendation of approval.”

RECOMMENDED MOTION:

*“I move to forward **RZN-2025-0073** to City Council with a recommendation of approval.”*

BACKGROUND:

The subject property is in south Fayetteville approximately 200 feet south of the intersection of S. West Ave. and W. 11th St. The subject area contains 0.30 acres composed of one parcel which is bordered by unimproved alley right-of-way to the west. The parcel was previously constructed with a 1,584 square-foot single-family dwelling which has since been removed. The property is not within any zoning overlay or master plan areas. 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	RMF-24, Residential Multifamily, 24 Units per Acre
South	Single-Family Residential	RMF-24, Residential Multifamily, 24 Units per Acre
East	Single-Family Residential	RMF-24, Residential Multifamily, 24 Units per Acre
West	Mixed-Density Residential	RMF-24, Residential Multifamily, 24 Units per Acre

Request: The request is to rezone the subject property from RMF-24, Residential Multifamily, 24 Units per Acre 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. West Ave., a fully improved residential links with asphalt paving, sidewalk and 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. There is an existing 6-inch water main the west side of S. West Ave.
- Sewer:** Sanitary sewer is available to the subject area. There is an existing 6-inch sewer main along the west side of the property within the alley. There are known wet weather sewer capacity issues identified in the City's 2025 Sewer Master Plan that appear in the system 678 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 or hydric soils are present in 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 9, located at 2250 S. School Ave., protects this site. The property is located approximately 0.9 miles from the fire station with an anticipated drive time of approximately 2 minutes using existing streets. The anticipated response time would be approximately 4.2 minutes. Fire Department response time is calculated based on the drive time plus 1 minute for dispatch and 1.2 minutes for turn-out time. Within the City Limits, the Fayetteville Fire Department has a response time goal of 6 minutes for an engine and 8 minutes for a ladder truck.
- Police:** The Police Department did not comment on this request.

Tree Preservation:

The proposed zoning district, RI-U, Residential Intermediate-Urban requires **15% minimum canopy preservation**. The current zoning district, RMF-24, Residential Multifamily, 24 Units per Acre 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 **9** for this site with a weighted score of **11.5**. The following elements of the matrix contribute to the score:

- Adequate Fire Response (Station 9, 2250 S. School Ave.)
- Near Sewer Main (6", S. West Ave)
- Near Water Main (6", West Side of Property)

- Near Grocery Store (Walmart Neighborhood Market, El Amanecer Market)
- Near University of Arkansas Campus
- Near City Park (Walker Park)
- Near Paved Trail (Razorback Greenway)
- Near ORT Bus Stop (School at Varsity House)
- Near Razorback Bus Stop (Walmart Neighborhood Market)

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. There are also a high number of two-family and other small multifamily dwellings within the block and a large apartment complex approximately 300 feet to the north. 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, the Fayetteville National Cemetery, Razorback Greenway, transit stops, grocery stores and other nonresidential amenities. While RMF-24 and RI-U allow similar uses, RI-U permits does not allow multifamily structures by right. Staff finds RI-U's smaller lot size requirements could encourage 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 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 9 with a weighted score of 11.5, indicating it is a suitable location for infill development. The property is located close to the Razorback Greenway and Trsa-La Gi Trail, enabling 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.

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 RMF-24 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 RMF-24 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, nearby trails and other bike infrastructure, and the proximity to nonresidential services such as grocery stores, 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 678 linear feet downstream of this property, the small size of the property is also likely to naturally limit the development capacity of the parcel. 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-2024-0073 be forwarded to City Council with a recommendation of approval.

PLANNING COMMISSION ACTION: Required <u>YES</u>			
Date: <u>January 26, 2026</u>	☐ Tabled	☒ Forwarded	☐ Denied
Motion: MADDEN		"I move to forward RZN-2025-0073 to City Council with a recommendation of approval."	
Second: HOLEYFIELD			
Vote: 5-0-0			

BUDGET/STAFF IMPACT:

None

ATTACHMENTS:

- Project Maps
 - One Mile Map
 - Close-Up Map
 - Current Land Use Map
 - Future Land Use Map
- Unified Development Code
 - §161.12 District RI-U, Residential Intermediate – Urban
 - §161.16 District RMF-24, Residential Multi-Family - Twenty-Four (24) Units Per Acre
- Request Letter

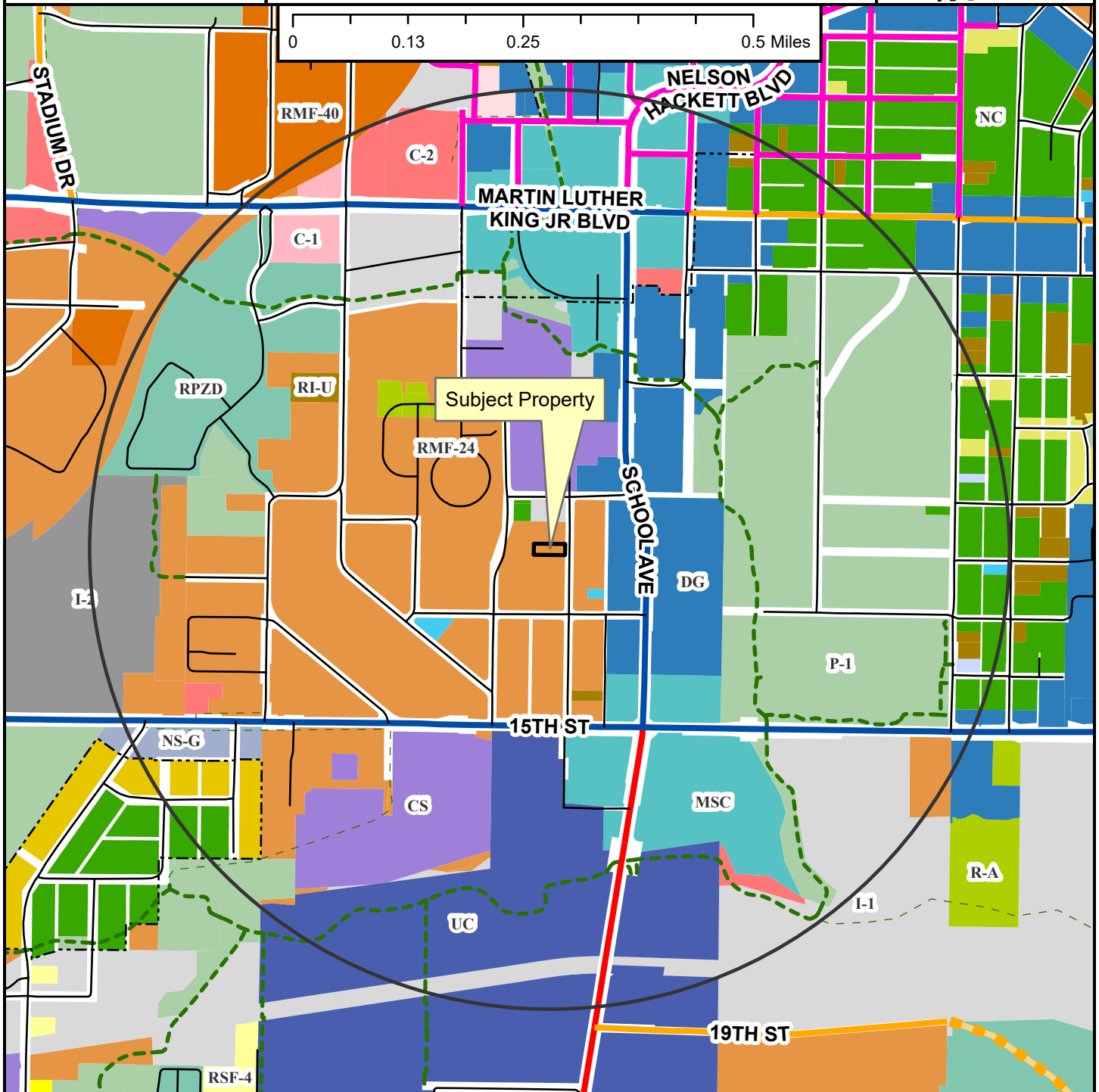
RZN-2025-0073

1149 S. WEST AVE

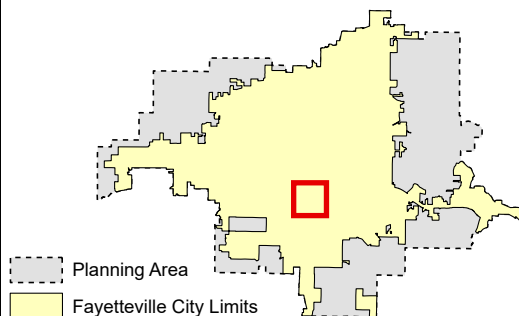
One Mile View



0 0.13 0.25 0.5 Miles



- 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

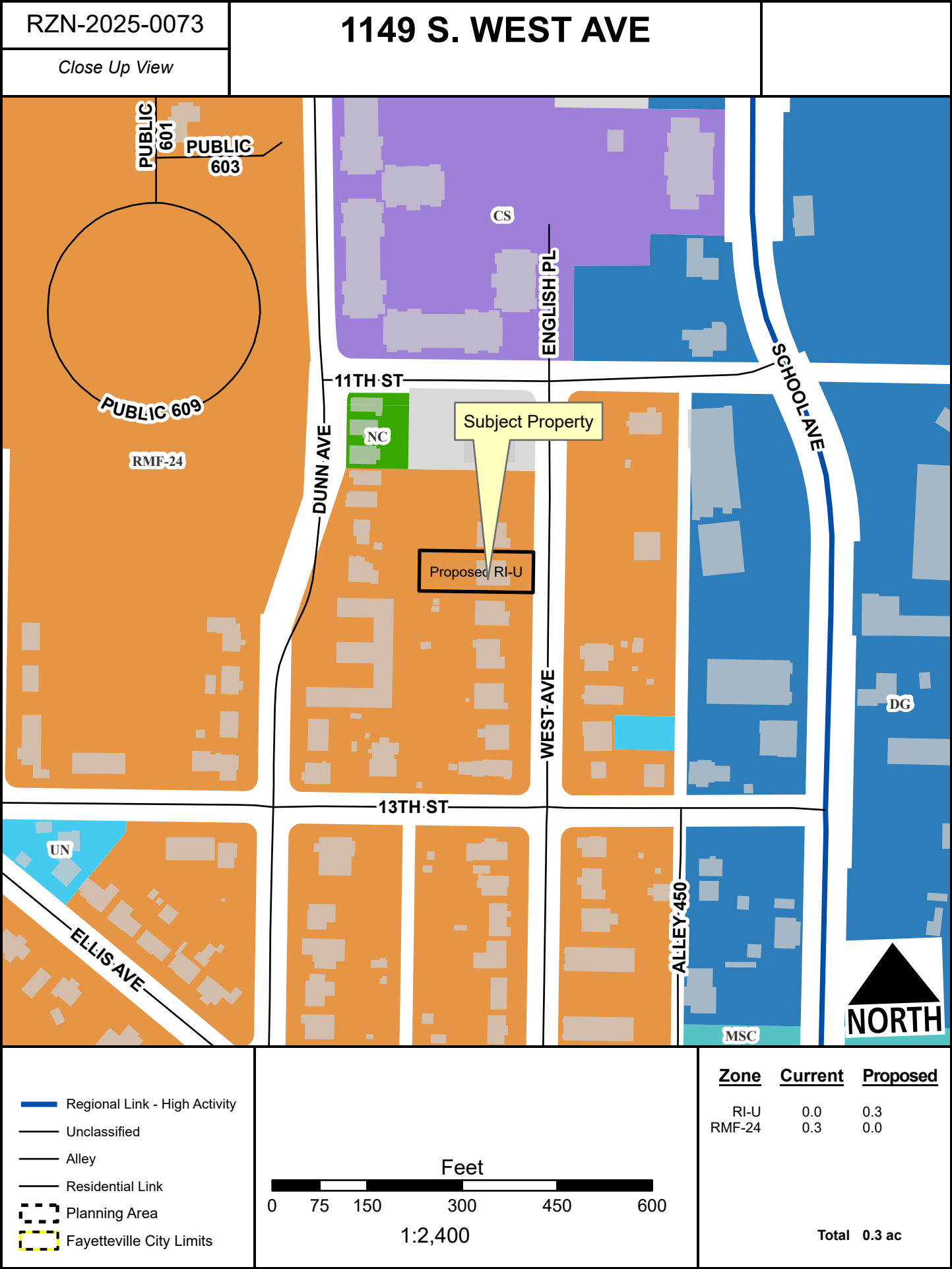


Planning Commission

January 26, 2026

RZN-2025-0073 (HORNBACK REVOCABLE TRUST)

Page 6 of 14



RZN-2025-0073
<i>Current Land Use</i>

1149 S. WEST AVE



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

FEMA Flood Hazard Data

-  100-Year Floodplain
 Floodway

Feet

0 112.5 225 450 675 900

1:3,600

0	112.5	225	450	675	900
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1:3,600

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
----------------	------------

(D) *Bulk and Area Regulations.*

(1) *Lot Width Minimum.*

Manufactured home park	100 feet
Lot within a Manufactured home park	50 feet
Single-family	35 feet
Two (2) family	35 feet
Three (3) family or more	70 feet
Professional offices	100 feet

(2) *Lot Area Minimum.*

Manufactured home park	3 acres
Lot within a mobile home park	4,200 square feet
Townhouses: Individual lot	2,000 square feet
Single-family	3,000 square feet

Two (2) family	4,000 square feet
Three (3) family or more	7,000 square feet
Fraternity or Sorority	2 acres
Professional offices	1 acres

(3) *Land Area Per Dwelling Unit.*

Manufactured Home	3,000 square feet
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(E) *Setback Requirements.*

Front	Side Other Uses	Side Single & Two (2) Family	Rear Other Uses	Rear Single Family
A build-to zone that is located between the front property line and a line 25 feet from the front property line.	8 feet	5 feet	20 feet	5 feet

(F) *Building Height Regulations.*

Building Height Maximum	2 stories/3 stories/5 stories*
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* A building or a portion of a building that is located between 0 and 10 feet from the front property line or any master street plan right-of-way line shall have a maximum height of two (2) stories, between 10—20 feet from the master street plan right-of-way a maximum height of three (3) stories and buildings or portions of the building set back greater than 20 feet from the master street plan right-of-way shall have a maximum height of 5 stories.

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

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

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

(Code 1965, App. A., Art. 5(III); Ord. No. 2320, 4-6-77; Ord. No. 2700, 2-2-81; Code 1991, §160.033; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99; Ord. No. 5028, 6-19-07; Ord. No. 5079, 11-20-07; Ord. No. 5224, 3-3-09; Ord. No. 5262, 8-4-09; Ord. No. 5312, 4-20-10; Ord. No. 5462, 12-6-11; Ord. No. 5495, 4-17-12; Ord. No. 5592, 6-18-13; Ord. No. 5664, 2-18-14; Ord. No. 5800, §1(Exh. A), 10-6-15; Ord. No. 5921, §1, 11-1-16; Ord. No. 5945, §§5, 8, 9, 1-17-17; Ord. No. 6015, §1(Exh. A), 11-21-17; Ord. No. 6245, §2, 10-15-19; Ord. No. 6427, §§1(Exh. C), 2, 4-20-21; Ord. No. 6658, §6(Exh. E), 5-2-23; 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.

161.12 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)

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TO: Donna Wonsower, Senior Planner

FROM: Kylee Cole, Long Range & Preservation Planner

MEETING DATE: January 26, 2026

SUBJECT: Long Range Planning Comments Regarding RZN-2025-0073

BACKGROUND:

The applicant requests to rezone approximately 0.30 acres from RMF-24, Residential Multi-Family, Twenty-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:

Zoning History:

Ordinance 1747 approved on June 29, 1970 enacted a new zoning map and set of districts and zoning requirements for the city. This map shows the subject property and surrounding neighborhood as being zoned into the medium-density "R-2" zoning district, which was subsequently translated to "RMF-24" with the adoption of the city's Unified Development Code.

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." This land use designation also encourages the incorporation of low-intensity non-residential uses intended to serve the surrounding neighborhood, such as retail or offices.¹ The request aligns with this designation by increasing the variety of housing types permitted from just single-family to include two-, three-, four-family housing. Limited business could be permitted by conditional use permit.

¹ City Plan 2040, 128.

To: Fayetteville Planning Commission
From: Wes Bates
Re: Rezoning Request – 1149 S West Ave (RMF-24 → RI-U)
Date: 12/10/25

Dear Commissioners,

I am requesting a rezoning of 1149 S West Ave from RMF-24 to RI-U. RI-U zoning already exists along this portion of West Avenue, and this request extends an established zoning pattern. The surrounding neighborhood is characterized by smaller-scale residential buildings, traditional lot patterns, and walkable urban form—all of which are directly supported by the RI-U district.

In contrast, RMF-24 is an older multifamily zone that anticipates larger apartment blocks and a development pattern that does not match the scale or character of the street today. Rezoning to RI-U will result in development that is more compatible in height, form, and intensity with nearby properties.

RI-U provides the flexibility for context-appropriate infill while ensuring that the built form remains consistent with the existing neighborhood.

Thank you for your consideration.

Wes Bates



Board, Committee, and Commission Advertisement

The advertisement for open vacancies can be viewed on the Fayetteville Government Channel (Cox Channel 216 and AT&T Channel 99) and on our website by visiting www.fayetteville-ar.gov.

Active Transportation Advisory Committee

- One Americans with Disabilities (ADA) Representative Term Ending Dec. 31, 2027

Advertising and Promotion Commission

- One Tourism Industry Owner or Manager Term Ending March 31, 2028

Animal Services Advisory Board

- One Unexpired Veterinary Professional Term Ending June 30, 2028

Board of Adjustments

- One Unexpired Public at Large Term Ending March 31, 2027

Black Heritage Preservation Commission

- Two Member at Large Terms Ending Dec. 31, 2028

Civil Service Commission

- Two Public at Large Terms Ending March 31, 2032

Construction Board of Adjustment and Appeals

- Two Alternate Member Terms Ending March 31, 2031

Fayetteville Arts Council

- One Arts and Cultural Resident Term Ending June 30, 2029
- One Working Artist Term Ending June 30, 2027

Fayetteville Public Library Board of Trustees

- One Public at Large Term Ending April 1, 2031

Food Commission

- One Food Retailer Representative Term Ending March 31, 2029
- One Citizen Actively Engaged in Agriculture Term Ending March 31, 2029
- One Hunger Relief Programs Representative Term Ending March 31, 2028
- One Citizen Impacted by Food Insecurity Term Ending March 31, 2028
- Two Citizens Impacted by Food Insecurity Terms Ending March 31, 2027

Housing Authority Board of Commissioners

- One Unexpired Public at Large Term Ending Dec. 28, 2028

Planning Commission

- Two Citizen at Large Terms Ending March 31, 2029

Application Deadline

All applications must be received by 5:00 p.m. on Friday, February 20, 2026.

Applications will not be accepted after the deadline.

All volunteers must reside within the Fayetteville city limits. A separate application must be submitted for each board, committee or commission for which you wish to be considered. Applications may be submitted online via the website to cityclerk@fayetteville-ar.gov, or they may be printed, completed, and mailed to:

Office of the City Clerk Treasurer

113 West Mountain Street

Fayetteville, AR 72701

Please contact us by phone at 479-575-8323 or by email at cityclerk@fayetteville-ar.gov